



City Council Meeting
February 21, 2017 - 7:00 PM
Auburn City Hall
AGENDA

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

I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

A. **Boards and Commission Appointments**

City Council to confirm the following appointments to the Boards and Commissions:

Business Improvement Area Board

Recommend appointment to serve three-year terms to expire December 31, 2019:

- Giovanni DiQuattro
- Josef Forsberg
- Laura Theimer
- Megan White

Recommend appointment to serve a two-year term to expire December 31, 2018:

- Ronnie Robert
- Kirk Lantier
- Kelly Gordon
- Darren Jones

Recommend appointment to serve a one-year term to expire December 31, 2017:

- Lynda Krill
- Ruth Neil-Stover
- William Cowart

Recommend appointment to serve as alternates on the board:

- Robert Klontz
- David Haynes

Auburn Tourism Board

City Council confirm the appointment to serve a three-year term to expire December 31, 2019:

- Reggie Matto
- Ronnie Roberts
- Nicole Thissell
- James Wilson

Recommend appointment to serve a two-year term to expire December 31, 2018:

- Kacie Bray
- Rebecca Frisch
- Ashley Mohoric

Recommend appointment to serve a one-year term to expire December 31, 2017:

- Tonia Jones
- Julie Krueger
- Rachael McAlister

Lodging Tax Advisory Board

City Council confirm the appointment to serve a three-year term to expire December 31, 2019:

- Daryl Faber

Recommend appointment to serve a two-year term to expire December 31, 2018:

- Susan Roberts

Recommend appointment to serve a one-year term to expire December 31, 2017:

- Aman Ghag

B. Cemetery Board Reappointment

City Council to confirm the reappointment of Robert Rakos to the Cemetery Board for a three-year term to expire December 31, 2019.

C. Transportation Advisory Board

City Council to approve the appointment of the following candidates who will fill unexpired terms from members who have resigned from the board:

- Josef Forsberg - term to expire December 31, 2017
- David Jensen - term to expire December 31, 2019

IV. **AGENDA MODIFICATIONS**

V. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

1. **Public Hearing for the 2016 Consolidated Annual Performance and Evaluation Report (CAPER)* (Hinman)**

City Council to conduct a public hearing on the 2016 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program

B. **Audience Participation**

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. **Correspondence**

There is no correspondence for Council review.

VI. **COUNCIL AD HOC COMMITTEE REPORTS**

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

VII. **CONSENT AGENDA**

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

A. **Minutes of the January 17, 2017 Regular City Council Meeting***

B. **Minutes of the January 9, 2017 City Council Study Session***

C. **Claims Vouchers (Coleman)**

Claims voucher numbers 442409 through 442627 in the amount of \$1,645,855.44 and eight wire transfers in the amount of \$635,256.02 and dated February 6, 2017.

Claims voucher numbers 442628 through 442824 in the amount of \$4,721,602.95 and five wire transfers in the amount of \$348,591.60 dated February 21, 2017.

D. **Payroll Vouchers (Coleman)**

Payroll check numbers 537067 through 537095 in the amount of \$767,089.07 and electronic deposit transmissions in the amount of \$1,447,906.45 for a grand total of \$2,214,995.52 for the period covering January 12, 2017 to February 1, 2017.

Payroll check numbers 537096 through 537125 in the amount of \$582,276.24, electronic deposit transmissions in the amount of \$1,487,424.42 for a grand total of \$2,069,700.66 for the period covering February 2, 2017 to February 15, 2017.

E. **Public Works Project No. CP1218* (Snyder)**

City Council to award Contract No. 16-20, to Miles Resources LLC on their low bid of \$3,583,708.93 plus Washington State sales tax of \$70,652.38 for a total price of \$3,654,361.31 for Project No. CP1218, Auburn Way South Corridor Safety Improvements (Muckleshoot Plaza to Dogwood St SE) project

F. **Public Works Project No. CP1606* (Snyder)**

City Council to award Contract No. 17-04 to Road Construction Northwest on their low bid of \$357,447.50 plus Washington State sales tax of \$33,957.51 for a total price of \$391,405.01 for Project No. CP1606, Auburn Teen and Community Center (H Street SE Extension) project

G. **Public Works Project No. C512A* (Snyder)**

City Council to approve Final Pay Estimate No. 11 to Contract No. 13-12 in the amount of \$0.00 and accept construction of Project No. C512A, Well 4 Emergency Power Improvements

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

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **ORDINANCES**

A. **Ordinance No. 6636* (Coleman)**

An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax rate for local revitalization financing for 2017

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6636.)

B. **Ordinance No. 6638* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending the City of Auburn Downtown Urban Center Design Standards Pedestrian Street Map adopted by Section 18.29.070 of the City Code

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6638.)

XI. **RESOLUTIONS**

A. **Resolution No. 5270* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a contract between the City of Auburn and the City of Algona for decant facilities usage and street sweeping services

(RECOMMENDED ACTION: City Council adopt Resolution No. 5270.)

B. Resolution No. 5271* (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, setting a hearing date in relation to amending the 2017-2022 Transportation Improvement Program of the City of Auburn pursuant to Chapter 35.77 of the revised Code of Washington

(RECOMMENDED ACTION: City Council adopt Resolution No. 5271.)

C. Resolution No. 5273* (Coleman)

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 Seattle-King County Department of Public Health regarding the 2017-2018 Local Hazardous Waste Management Program

(RECOMMENDED ACTION: City Council adopt Resolution No. 5273.)

D. Resolution No. 5274* (Coleman)

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 to implement the 2017-2018 Waste Reduction and Recycling Grant Program and accepting program grant funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5274.)

E. Resolution No. 5275* (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making loans from the general fund and/or the cumulative reserve fund to funds sustained by grants, fees, or tax credits sustained or project focused special revenue fund for up to a three-year period of time

(RECOMMENDED ACTION: City Council adopt Resolution No. 5275.)

F. Resolution No. 5278* (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a Sales and Use Tax as authorized by RCW 82.14.415 as a credit against State Sales and Use Tax, relating to annexations

(RECOMMENDED ACTION: City Council adopt Resolution No. 5278.)

G. Resolution No. 5280* (Heid)

A Resolution of the City Council of the City of Auburn, Washington, approving and authorizing the execution of Police Department Tow Company Rotation List agreements

(RECOMMENDED ACTION: City Council adopt Resolution No. 5280.)

H. Resolution No. 5283* (Heid)

A Resolution of the City Council of the City of Auburn, Washington, amending the City Council Rules of Procedure as adopted by Ordinance No. 5802 and

amended by Resolution numbers. 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115, 5217 and 5240

(RECOMMENDED ACTION: City Council adopt Resolution No. 5283.)

I. **Resolution No. 5285* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, approving and accepting the Hazard Mitigation Grant for Reservoir 1 Seismic Control Valve

(RECOMMENDED ACTION: City Council adopt Resolution No. 5285.)

J. **Resolution No. 5286* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington expressing its desire and support for the near-term redevelopment of the former Valley 6 Drive-In Theater complex also known as the Auburn Gateway Project

(RECOMMENDED ACTION: City Council adopt Resolution No. 5286.)

XII. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

B. **From the Mayor**

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.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for the 2016 Consolidated Annual Performance and Evaluation Report (CAPER)

Date:

February 14, 2017

Department:

Administration

Attachments:

[2016 CAPER](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to hold public hearing

Background Summary:

The CAPER is an overall review of housing and community development activities undertaken in 2016 by the City of Auburn. It is part of the Consolidated Planning process, which is a prerequisite to receiving federal HUD funds. The CAPER delineates the amount of federal funding that is distributed through the program, where that money is spent, and assesses how that spending addresses the housing and community development goals that the City has set forth in its Consolidated Plan. In 2016, the CDBG program received more than \$500,000 for development and public service activities.

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

Hinman

Meeting Date: February 21, 2017

Item Number: PH.1

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
End Homelessness	Homeless	CDBG: \$62500	Homeless Person Overnight Shelter	Persons Assisted	5	0	0.00%	5	0	0.00%
End Homelessness	Homeless	CDBG: \$62500	Homelessness Prevention	Persons Assisted	60	60	100.00%	30	30	100.00%
Ensure a Suitable Living Environment	Non-Housing Community Development	CDBG: \$66664	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	15	15	100.00%
Ensure a Suitable Living Environment	Non-Housing Community Development	CDBG: \$66664	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		55	60	109.09%

Ensure Decent, Affordable Housing	Affordable Housing Public Housing	CDBG: \$289950	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	20	100.00%	30	30	100.00%
Ensure Decent, Affordable Housing	Affordable Housing Public Housing	CDBG: \$289950	Homeowner Housing Rehabilitated	Household Housing Unit	80	55	68.75%	55	60	109.09%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with the priorities and specific objectives outlined in the 2016 Annual Action Plan, the City allocates the largest share of its HUD funds to its homeowner housing rehabilitation program (\$249,950). As the city's largest homeless prevention program, the activity is consistent with the focus of the CDBG housing and homeless prevention programs. The program provides support to over 50 low income homeowners each year. Many program applicants are seniors, disabled or Veterans.

The City's other high expenditure for CDBG funds was public services. Public services include medical and dental services as well as employment training programs. Both programs are targeted towards Auburn's most vulnerable and at risk populations and are also seen as effective homeless prevention programs. Individuals benefitting from these programs are often able to overcome barriers to becoming self sufficient, establish stable employment and financial independence.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	86
Black or African American	29
Asian	28
American Indian or American Native	3
Native Hawaiian or Other Pacific Islander	4
Total	150
Hispanic	8
Not Hispanic	30

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Auburn has a very diverse community that continues to grow and evolve. The racial and ethnic groups listed in the graph do not accurately describe all groups present in Auburn as well as the ones served with CDBG funds. In addition, there are many individuals served that identify with one or more race and/or ethnicity.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		2,076,456	90,893

Table 3 – Resources Made Available

Narrative

The City of Auburn did not receive its 2016 funds until November of 2016 so we were unable to spend all of the funds prior to the end of the year. The City will have expended the remainder of the 2016 funds by February of 2017.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Auburn had no geographic target areas identified for 2016.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Proposals to use CDBG funds with other leveraged funds can improve the feasibility of programs and projects since available funds are often insufficient to fully support most Community Development or Economic Development projects and programs. CDBG is generally used in conjunction with other grant funds to our local providers. Providers are encouraged to obtain private support in addition to CDBG funds in proposed activities.

The City of Auburn does not have matching requirements for 2016 projects and activities.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units		
Number of non-homeless households to be provided affordable housing units		
Number of special-needs households to be provided affordable housing units		
Total		

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance		
Number of households supported through the production of new units		
Number of households supported through the rehab of existing units		
Number of households supported through the acquisition of existing units		
Total		

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's Annual Action Plan does not have any goals of providing housing, rental assistance, production of new units or acquisition of existing units. The City does have a goal of providing rehab to 55 low income homeowners residing in Auburn.

The program is the City's largest homeless prevention program which helps low income residents maintain their housing rather than be forced into homelessness due to not being able to afford the high costs of home repair. Many program applicants are seniors, disabled or Veterans on a fixed income. In addition to helping residents remain housed the program helps applicants connect to other supportive programs in the area.

Discuss how these outcomes will impact future annual action plans.

No future anticipated impacts at this time. However, the City will continue to explore new programs to benefit applicants of this project and to try to assist in all activity areas based on local needs and priorities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	130	0
Low-income	47	0
Moderate-income	14	0
Total	191	0

Table 7 – Number of Persons Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Auburn does not receive ESG funds.

The City is implementing several strategies on the local and regional level to address the issue of homelessness and funds several homeless prevention programs with its general funds.

In April of 2016 the City of Auburn's Homeless Task Force provided 46 recommendations to our City Council. The City is making significant progress on the recommendations which include increasing police patrols, providing homeless resources to first responders in the area, and advocating for more supportive funds on the State and Federal level.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Auburn does not receive ESG funds for emergency shelter.

To address the emergency shelter and transitional housing needs of homeless persons, the City uses its general funds to support several transitional housing and emergency housing programs throughout the South King County region. We also have an emergency cold weather shelter and are currently looking to partner with Valley Cities to expand that project to a day time shelter.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Auburn's homeless prevention programs include its housing repair program, and its public service programs which are funded through CDBG. Public services include employment training and free medical and dental services. The housing repair program is the City's largest homeless prevention program which provides minor home repairs to low income residents in Auburn. The program makes it possible for low income residents to stay in their homes and avoid financial crisis from having to pay for costly home repairs that they normally would not be able to afford. The employment training program provides job coaching, career support, resume writing and emergency financial support to help Auburn residents secure and maintain employment which results in self sufficiency, financial independence and stable housing. The free medical and dental services give free access to healthcare to Auburn's low

income or uninsured residents. Many residents currently experiencing or at risk of homelessness have a chronic or severe illness that is keeping them from participating in supportive services to gain self sufficiency. It also helps residents afford healthcare and avoid costly medical bills that can put them in financial crisis.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Auburn does not receive ESG funds for programs to help homeless persons.

The City of Auburn does invest a significant amount of its general funds to help individuals experiencing homelessness including families, veterans and unaccompanied youth. Funded programs include: the City of Auburn Veteran Services program, PATH, transitional housing, emergency shelters, and rental assistance.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Auburn does not currently own or operate any public housing. In Auburn, public housing is administered directly through the King County Housing Authority.

The City does advocate and support public housing in Auburn as well as helping residents gain access to it.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Since the City does not administer public housing funds, or have any oversight over public housing tenants, it has no actions directed specifically to public housing residents.

The City does support its residents to become more involved and participate in homeownership. The City partners with agencies that provide first time homeowner workshops and communicates all information on programs providing such support to its public housing residents.

Actions taken to provide assistance to troubled PHAs

Since the City does not administer public housing funds it does not evaluate the status or condition of public housing authorities.

The City's code enforcement officers have a good relationship with our public housing facilities and try to connect the residents and management with resources in supportive services as well as services the City provides.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Auburn adopted a Comprehensive Plan in 2015 that contained mandatory elements including housing. The housing element contains information about housing conditions and trends as well as information about the availability of sites and infrastructure to accommodate new housing needs and requires analysis of governmental constraints to the production and preservation of new housing. The city is required to have land-use plans and regulatory policies which facilitate the development of a range of housing types to meet the needs of all income groups. The housing element is developed with public input and participation. It serves as the basis for land-use and assistance programs to address local housing needs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City continues to provide funds to address all of its housing, infrastructure, homeless prevention, economic development and public facilities. In Auburn and the surrounding South King County area, these continue to be underserved needs so the City will explore ways to leverage additional resources towards addressing these needs.

The City has also increased its partnerships with and amongst our providers, faith community and schools through the Auburn Mayor's Task Force on Homelessness. Comprised of providers, community members, business owners and representatives from the faith community, the task force provided 46 recommendations to the City to move forward on addressing our at risk and underserved populations.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Auburn includes language in its CDBG contracts that require agencies to comply with HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4831, et seq.) requiring prohibition of the use of lead-based paint whenever CDBG funds are used. In addition, the City notifies residents of potential lead-based paint hazards when it awards a Housing Repair grant. A copy of the pamphlet – "Protect Your Family from Lead In Your Home" is provided each Housing Repair client when the City conducts the initial inspection of their home.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City provides nearly \$90,000 in poverty reduction programs each year to providers serving Auburn families living in poverty. Programs include transitional housing, emergency housing, employment training, legal aid and emergency financial support. Most of these programs partner with other valuable programs in Auburn that address the needs of poverty level families. Programs such as behavioral health services, domestic violence services and early childhood services which are all supported by Auburn address the needs of our families with a goal of wrap around services for our residents.

The City's CDBG Economic Development activities have provided microenterprise services to over 27 low income business owners. The program helps small business owners expand and sustain their business as well as provide job opportunities for others in the Auburn area.

In the future the City will encourage the economic development program to partner with the CDBG funded employment training program with a goal to have small business owners, when ready, hire low income individuals who have completed the employment training program.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Auburn is continuing to pursue several opportunities to develop institutional structure and reduce chronic homelessness.

In November 2015 the City of Auburn's Mayor convened a task force on homelessness, comprised of nonprofit providers, faith based representatives, business owners, police, school officials, hospital emergency room staff, concerned residents, fire officials and city staff from human services, parks and code enforcement. The task force developed an action plan for City Council with 46 recommendations on how to address the City's current condition of homelessness in Auburn. The City is making progress on the recommendations and continues to implement the recommendations in partnership with our providers, first responders, and entire community.

The City has taken an active role in All Home King County and the Sound Cities Association to work with neighboring municipalities to address homelessness as a region, combine resources and identify any gaps in services that can be filled.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City participates in numerous coalitions and committese throughout the King County region to

coordinate services between public and private housing and social service agencies.

The Mayor's Task Force on Homelessness is comprised of city staff, PHA staff, and five local social service agencies in the area. Each of the groups were able to present to the task force on their agency's current status, long term goals and strategies to address homelessness.

The South King County Housing and Homeless Partnership is a network of municipal land use and human services staff, nonprofit housing and homeless organizations working to address affordable housing and homelessness needs in South King County. The partnership has identified priorities for 2016 which include:

- Maintain and Improve healthy Affordable Housing
- Increasing funding for affordable housing
- Address barriers to housing development
- Provide emergency homeless services
- Build public awareness and to address housing and homeless needs
- Improve awareness and connections between housing and other key issues

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Auburn continues to take actions to overcome identified impediments to fair housing based on King County's Analysis of Impediments to Fair Housing. Primarily the City continues to engage with regional partners to take local action and use the data provided as guidance to support local policies and make recommendations to local city councils.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring activities include onsite and desk monitoring through review of analysis and progress reports and invoice back up details, technical assistance calls and emails.

Subrecipients of City of Auburn CDBG funds are monitored annually. Notification and required materials for the monitoring are sent two weeks in advance of the monitoring date. A detailed monitoring tool is used to assess the program's progress, timeliness and adherence to HUD guidelines. After each annual monitoring a formal letter is sent to the subrecipient detailing the findings or concerns of their monitoring. Each subrecipient is given 30 days to respond to the letter.

The City monitors agency compliance with its CDBG contract by requiring the agency to submit quarterly reports that include data on the number of service units provided along with demographic information about their clients. Quarterly reports are cross referenced to the requirements in their contract to ensure the subrecipient is on track to complete contract goals.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City provides adequate notice at the opening of the 15 day comment period and the public hearing on the CAPER. The notice is provided by wide distribution utilizing the city's vehicles of communication.

In addition to comments received through public hearings, the City accepts public comments in any form convenient to the public, including written responses, facsimile and email. The City considers all comments and views received in writing or orally at public hearings in preparing the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not experienced any significant changes in its program objectives.

The City continues to improve processes and procedures to bring the program into alignment with its current objectives. The City will maintain focus on preserving and providing affordable housing, economic development and public services.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	AUBURN
Organizational DUNS Number	032942575
EIN/TIN Number	916001228
Identify the Field Office	SEATTLE
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	01/01/2016
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CAPER

16

Program Year End Date

12/31/2016

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name

City

State

Zip Code

DUNS Number

Is subrecipient a victim services provider

Subrecipient Organization Type

ESG Subgrant or Contract Award Amount

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 8 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 9 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 10 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 11 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 12 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 13 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	
18-24	
25 and over	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 14 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans				
Victims of Domestic Violence				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total (unduplicated if possible)				

Table 15 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nighths available	
Total Number of bed - nights provided	
Capacity Utilization	

Table 16 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 17 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 18 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 19 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Street Outreach			
HMIS			
Administration			

Table 20 - Other Grant Expenditures**11e. Total ESG Grant Funds**

Total ESG Funds Expended	2014	2015	2016

Table 21 - Total ESG Funds Expended**11f. Match Source**

	2014	2015	2016
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 22 - Other Funds Expended on Eligible ESG Activities**11g. Total**

Total Amount of Funds Expended on ESG Activities	2014	2015	2016

Table 23 - Total Amount of Funds Expended on ESG Activities



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 17, 2017 Regular City Council Meeting

Date:

February 8, 2017

Department:

Administration

Attachments:

[01-17-2017 Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 21, 2017

Item Number: CA.A



City Council Meeting
January 17, 2017 - 7:00 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: Assistant City Attorney Jessica Leiser, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Police Commander Steve Stocker, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugan, Finance Director Shelley Coleman, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Children's Dental Health Month Proclamation

Mayor Backus to proclaim February 2017 as "Children's Dental Health Month" in the City of Auburn.

Mayor Backus read and presented a proclamation declaring February 2017 as "Children's Dental Health Month" in the City of Auburn. Wendy Dore the Outreach and Marketing Manager from the University of Washington Center for Pediatric Dentistry accepted the proclamation.

III. APPOINTMENTS

A. Auburn Municipal Airport Advisory Board

City Council to confirm the following appointments to the Auburn Municipal Airport Advisory Committee. Each will be appointed to serve a three year term, expiring December 31, 2019:

Deanna Clark
Mark Kornei

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to confirm the appointments to the Auburn Municipal Airport Advisory Board.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. **AGENDA MODIFICATIONS**

Resolution No. 5270 was removed and Resolution No. 5276 was added to the agenda.

V. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

There was no public hearing scheduled for this evening.

B. **Audience Participation**

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen spoke regarding her work with the homeless. She also spoke about the need for minerals in the City's water for children to develop healthy bones and teeth.

C. **Correspondence**

There was no correspondence for Council review.

VI. **COUNCIL AD HOC COMMITTEE REPORTS**

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

Councilmember Baggett reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember Baggett reported that he and Councilmember Wagner reviewed the claims and payroll vouchers as presented and described on this evening's agenda and recommend City Council approval.

Councilmember Wagner reported on behalf of the ad hoc committee established to review the Council structure. Councilmember Wagner reported that he and Councilmembers DaCorsi and Holman will present to Council on at the January 23rd Study Session and ask for volunteers for chair and vice chairs for each Special Focus Area. Staff will provide a draft resolution for Council to review at the February 13th Study Session.

Councilmember Pelosa reported the ad hoc committee established to review the Council Travel will meet later in the week.

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 January 3, 2017 City Council Meeting

- B. Claims Vouchers (Coleman)
2016 claims voucher numbers 442174 and voucher number 442177 through 442331 in the amount of \$2,986,427.06 and two wire transfers in the amount of \$549,207.54 and dated January 17, 2017.
- 2017 claims voucher numbers 442175 and 442176 and voucher number 442332 through 442408 in the amount of \$2,856,549.79 and two wire transfers in the amount of \$1,801.08 and dated January 17, 2017.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 537027 through 537066 in the amount of \$593,247.57, electronic deposit transmissions in the amount of \$1,437,912.81 for a grand total of \$2,031,160.38 for the period covering December 29, 2016 to January 11, 2017.
- D. Public Works Project No. CP1408 (Snyder)
City Council approve Final Pay Estimate No. 5 to Contract No. 14-25 in the amount of \$0.00 and accept construction of Project No. CP1408, Hangar Row 3 Improvements
- Deputy Mayor Wales moved and Councilmember Baggett seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

- A. Ordinance No. 6634 (Hinman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.76.020, 2.76.040, 2.77.010, 2.77.020, 2.77.040 and 2.77.050 of the Auburn City Code relating to the City's tourism promotional efforts

Deputy Mayor Wales moved and Councilmember Holman seconded to adopt Ordinance No. 6634.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6635 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Auburn City Code Sections 3.04.600 and 3.04.610 of the Auburn City Code relating to funds

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to adopt Ordinance No. 6635.

Deputy Mayor Wales stated this creates a petty cash account to for the Senior Center pantry and closes out petty cash accounts no longer used.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

- A. Resolution No. 5276 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, declaring an emergency regarding the need to make repairs to hangars at the Auburn Municipal Airport

Councilmember DaCorsi moved and Deputy Mayor Wales seconded to adopt Resolution No. 5266.

Councilmember DaCorsi stated the repairs need to be taken care before the building fails and damages the airplanes inside.

Councilmember Wagner asked for the staff to consider repairing the beams instead of replacing them.

Councilmember DaCorsi stated some repairs can be done but others will need to actually be replaced. He questioned why the needed repairs were not caught earlier. He suggested the City staff develop policies for inspecting the property regularly.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Wales reported the Junior City Council met this evening. They elected their chair and vice chair and the four students to represent the City at the National League of Cities Conference in March.

Councilmember Pelosa reported he attended the National Society of the Daughters of the American Revolution Awards Banquet.

Councilmember Baggett reported he attended the Cities and Towns Association meeting for Pierce County and the (EMAC) Emergency Management Advisory Committee meeting.

Councilmember Holman reported on his experience at the University of Washington's Martin Luther King Unity Breakfast.

Councilmember Wagner spoke about the signs in Auburn that say we are building an "Inclusive Community". He also reported he attended a Transportation Policy Board meeting.

Councilmember DaCorsi thanked Councilmember Holman for his report on the MLK Unity Breakfast. He reported he attended the Senior Center Coffee Hour and the Affordable Housing Advisory Board meeting.

B. From the Mayor

Mayor Backus reported she was reappointed to the All Home Coordinating Board. She attended the Chamber of Commerce Board of Directors meeting, the University of Washington Livable Cities first quarter review, a Green River College panel on the Campus Leadership Institute, an economic forecasting conference, the Korean American Day event at the Auburn Performing Arts Center and the memorial service for Terry O'Grady.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:56 p.m.

APPROVED this 6th day of February, 2017.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 9, 2017 City Council Study Session

Date:

February 8, 2017

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 21, 2017

Item Number: CA.B



City Council Study Session
January 9, 2017 - 5:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

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

(For the record, no audio of the meeting exists due to technical malfunctions of the recording equipment.)

A. Roll Call

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

Mayor Nancy Backus was also present.

Department directors and staff members in attendance included: City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Innovation and Technology Director Paul Haugan, Economic Development Manager Doug Lein, Community Development and Public Works Director Kevin Snyder, Director of Administration Dana Hinman, Police Commander Jamie Sidell, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, and City Clerk Danielle Daskam.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Council Discussion on Retreat Goals – Affordable Housing and Family Wage Jobs

Presentation by Stephen Norman, King County Housing Authority

Councilmember DaCorsi introduced Stephen Norman, Executive Director of King County Housing Authority. Mr. Norman spoke regarding the King County Housing Authority's subsidized housing programs, particularly the Section 8 Voucher Program.

There are currently 20,400 households in King County assisted by the subsidized housing program. Section 8 of the Housing and Community Development Act of 1974 provides support to low-income renters living in private housing. There is a limited number of vouchers allocated in any region of the country. Of the 20,400 households in King County, approximately 850 are tenant based voucher holders or four percent of the countywide total.

For those households receiving assistance from King County Housing Authority, 30% are elderly residents, 30% are disabled, and 40% are

families with children. There are over 14,000 children housed every night in King County Housing Authority subsidized housing.

It was noted the City of Kent may be considering an ordinance modeled after the City of Redmond's to provide protections to Section 8 voucher holders against source of income discrimination. Mr. Norman explained the City of Redmond ordinance was a result of one of Redmond's large property owners terminating all of their Section 8 voucher holder tenancies. The large property owner/landlord later rescinded the terminations, but many of the residents never returned. The City of Redmond took action to adopt an ordinance which bans discrimination against Section 8 voucher holders.

Deputy Mayor Wales questioned the eviction rate for Section 8 certificate holders. Mr. Norman stated the rate of eviction for Section 8 tenants is very low.

Councilmember Trout-Manuel asked about domestic violence victims access to Section 8 vouchers. Mr. Norman stated that King County Housing Authority, in partnership with other organizations, offers many types of support services.

Mr. Norman stated that during the last Section 8 voucher open enrollment, over 22,000 applications were received for the approximate 2,500 spots on the waiting list.

Deputy Mayor Wales requested that the January 30, 2017 Council Study Session agenda include an item on income/voucher discrimination and safety for diverse communities.

- B. Ordinance No. 6634 (Hinman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.76.020, 2.76.040, 2.77.010, 2.77.020, 2.77.040 and 2.77.050 of the Auburn City Code relating to the City's tourism promotional efforts

Economic Development Manager Doug Lein presented Ordinance No. 6634 amending sections of the City Code relating to the Lodging Tax Advisory Board and the Auburn Tourism Board. The purpose of the ordinance is to eliminate overlapping responsibilities and functions and condense the number of meetings necessary to carry out the functions of both groups.

Councilmember Peloza recommended substituting language in Section 2.76.020(D) with: "One elected official appointed by the Mayor and confirmed by the City Council shall serve as Chair of the Auburn Lodging Tax Advisory Committee."

Councilmember Peloza also noted scrivener's errors on page 4 of the ordinance.

It was noted that State law requires an elected official on the Lodging Tax Advisory Board.

Deputy Mayor Wales suggested a Councilmember liaison on the Tourism Board.

- C. Ordinance No. 6635 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 3.04.600 and 3.04.610 of the Auburn City Code relating to funds

Finance Director Shelley Coleman presented Ordinance No. 6635. The ordinance establishes a petty cash fund for the Pantry at the Senior Center in the amount of \$1,500.00, which will permit the Senior Center's volunteer shopper to take advantage of cost savings. The Senior Center Pantry is open two days a month and offers seniors the opportunity to shop for low-cost foods. Cost savings are achieved through the purchase of bulk food and re-packaging into individual sizes.

The ordinance also removes reference to the Municipal Court and Detention Facility change funds and the Municipal Court petty cash fund.

- D. Hybrid Study Session Format

Deputy Mayor Wales recessed the meeting at 6:39 p.m. for a five minute intermission. The meeting was reconvened at 6:43 p.m.

Councilmember Wagner, chair of the ad hoc committee to study the Council structure and study session format, presented a PowerPoint of the Hybrid Study Session format.

Councilmember Wagner reviewed the Council special focus areas and scopes of authority. The four special focus areas are: Public Works and Community Development, Municipal Services, Health and Human Services, and Finance and Economic Development.

Councilmember Wagner reviewed a calendar and schedule of typical meetings under the hybrid study session format. He also reviewed sample agendas for Council meetings and study sessions with special focus areas.

Councilmember Wagner presented a sample matrix; one matrix would be maintained for all special focus area topics. The topics for discussion will be grouped by focus area.

Councilmember Wagner recommended removing any reference to Committee of the Whole; the fifth Monday of the month would be reserved for a Council Study Session that would focus on Council rules, operations, and other topics as necessary.

The Council then discussed selection of Special Focus Area chairs and whether vice chairs should be designated.

Councilmembers discussed the use of ad hoc committees, which shall have no more than three Councilmembers and shall serve for a stated

period of time.

Deputy Mayor Wales suggested that the Council review the Hybrid Study Session Format at the next Study Session to allow further study and opportunity for any clarification.

Councilmember DaCorsi suggested any further questions or concerns be directed to the chair of the ad hoc committee, Councilmember Wagner.

E. Council Travel Budget

Deputy Mayor Wales reported she met with Finance Director Coleman to discuss methods for Council to manage their own travel budget. Deputy Mayor Wales asked for volunteers for an ad hoc committee to study and create a policy for Council travel. Councilmember Pelosa volunteered to serve as chair of the ad hoc committee, and Councilmembers Baggett and Trout-Manuel will serve as additional members. Mayor Backus stated Finance Director Coleman will provide staff support for the ad hoc committee. The ad hoc committee will report to the City Council at the February 13th study session.

F. Council One-on-One Versus Two-on-One Meetings with the Mayor

Deputy Mayor Wales inquired whether Councilmembers preferred their meetings with the Mayor with another Councilmember or on a one-on-one basis with the Mayor. Councilmember Trout-Manuel stated she believed she got more information out of meetings with the Mayor with another Councilmember in attendance. There was no objection from Mayor Backus or members of the Council to change the meetings with the Mayor to two Councilmembers.

G. Annual Selection of Deputy Mayor

Deputy Mayor Wales requested volunteers to serve on an ad hoc committee relating to the annual selection of Deputy Mayor. Councilmembers DaCorsi, Pelosa, Trout-Manuel volunteered. The ad hoc committee will report back to the City Council at the March 13th Study Session.

III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:46 p.m.

APPROVED this ____ day of _____, 2016.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

February 8, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 442409 through 442627 in the amount of \$1,645,855.44 and eight wire transfers in the amount of \$635,256.02 and dated February 6, 2017.

Claims voucher numbers 442628 through 442824 in the amount of \$4,721,602.95 and five wire transfers in the amount of \$348,591.60 dated February 21, 2017.

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

Coleman

Meeting Date: February 21, 2017

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

February 8, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537067 through 537095 in the amount of \$767,089.07 and electronic deposit transmissions in the amount of \$1,447,906.45 for a grand total of \$2,214,995.52 for the period covering January 12, 2017 to February 1, 2017.

Payroll check numbers 537096 through 537125 in the amount of \$582,276.24, electronic deposit transmissions in the amount of \$1,487,424.42 for a grand total of \$2,069,700.66 for the period covering February 2, 2017 to February 15, 2017.

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

Coleman

Meeting Date:

February 21, 2017

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1218

Date:

February 13, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[CP1218 Bid Tab Summary Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$769,380.00

Administrative Recommendation:

City Council award Contract No. 16-20, to Miles Resources LLC on their low bid of \$3,583,708.93 plus Washington State sales tax of \$70,652.38 for a total price of \$3,654,361.31 for Project No. CP1218, Auburn Way South Corridor Safety Improvements (Muckleshoot Plaza to Dogwood St SE) project.

Background Summary:

This project will construct improvements to Auburn Way South (SR164) from Muckleshoot Plaza (Bingo Hall/Smoke Shop) to Dogwood Street SE and consists of improving access management, providing U-turns, upgrading transit stops and street lighting, widening to accommodate turn lanes and 10-foot wide sidewalks, installing ADA accessible pedestrian push buttons with audible countdown pedestrian signal heads, and upgrading traffic signals. The improvements are illustrated on the attached project map.

The City received six (6) responsive bids and the low bid was approximately 9% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that Miles Resources LLC meets the responsible bidding criteria and recommends award.

Construction is anticipated to begin in March 2017 and is expected to last 12 months.

Budget considerations:

Although the bids were lower than expected, a budget adjustment of \$769,380.00 from the 102 Arterial Street Fund will be required to fund the project. The needed funds are available from traffic impact fees and are anticipated to be transferred to the project budget with Budget Amendment No.1.

A project budget contingency of \$73,170.00 remains in the 460 Water Fund.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 21, 2017

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1218	Project Title: Auburn Way South Corridor Safety Improvements (Muckleshoot Plaza to Dogwood St SE)
---------------------------	--

Project Manager: Matthew Larson

Date: February 10, 2017

Initiation Date: 09/17/2012

Advertisement Date: 01/03/2017

Award Date: 02/21/2017

- ☐ Update

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years	2015	2016 (Actual)	2017**	Total
102 Fund - Federal Grant	98,470	213,098	61,317	1,960,223	2,333,108
102 Fund - WSDOT GCB 1913 (Federal Funds)*	0	0		466,191	466,191
102 Fund - Traffic Impact Fees	0	54,597	191,794	58,206	304,597
102 Fund - Unrestricted Street	2,768	0	0	0	2,768
460 Fund - Water	0	0	151,091	1,010,249	1,161,340
Total	101,238	267,695	404,202	3,494,869	4,268,004

* Anticipated

** Funds shown in 2017 are anticipated to be included in BA# 1 as a carry forward from 2016.

Estimated Cost (Funds Needed)

Activity	Prior Years (Actual)	2015 (Actual)	2016 (Actual)	2017	Total
Design Engineering - City Costs Total	23,379	39,381	62,790	17,000	142,550
Design Engineering - Consultant Costs Total	77,859	228,314	255,276	29,000	590,449
ROW - Consultant Costs	0	0	10,000	2,000	12,000
ROW - City Costs	0	0	14,819	0	14,819
ROW - Property Acquisitions	0	0	61,317	0	61,317
Total Construction Contract Bid	0	0	0	3,654,361	3,654,361
Authorized Contingency (5%)	0	0	0	182,718	182,718
Construction Engineering - State Costs Total	0	0	0	10,000	10,000
Construction Engineering - Consultant Costs Total	0	0	0	21,000	21,000
Construction Engineering - City Costs Total	0	0	0	275,000	275,000
Total	101,238	267,695	404,202	4,191,079	4,964,214

102 Arterial Street Budget Status

	Prior Years	2015 (Actual)	2016 (Actual)	2017	Total
*102 Funds Budgeted ()	(101,238)	(267,695)	(253,111)	(2,484,620)	(3,106,664)
102 Funds Needed	101,238	267,695	253,111	3,254,000	3,876,044
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	0	769,380	769,380

460 Water Budget Status

	Prior Years	2015 (Actual)	2016	2017	Total
*460 Funds Budgeted ()	0	0	(151,091)	(1,010,249)	(1,161,340)
460 Funds Needed	0	0	151,091	937,079	1,088,170
*460 Fund Project Contingency ()	0	0	0	(73,170)	(73,170)
460 Funds Required	0	0	0	0	0

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

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1218, Auburn Way South Corridor Improvements (Muckleshoot Plaza to Dogwood St SE), Contract 16-20

Prepared by: City of Auburn

Bid Date: 1/26/17

ENGINEER'S ESTIMATE:	\$ 3,944,014.05			
AVERAGE BASIC BID AMOUNT:	\$ 3,994,804.69			
BASIC BID SPREAD AMOUNT:	\$ 995,451.57	Basic BID Amount	Spread \$	Spread %

LOW BIDDER:	Miles Resources	\$ 3,583,708.93	-\$360,305.12	-9.14%
Second Bidder:	Marshbank Construction	\$ 3,668,720.50	-\$275,293.55	-6.98%

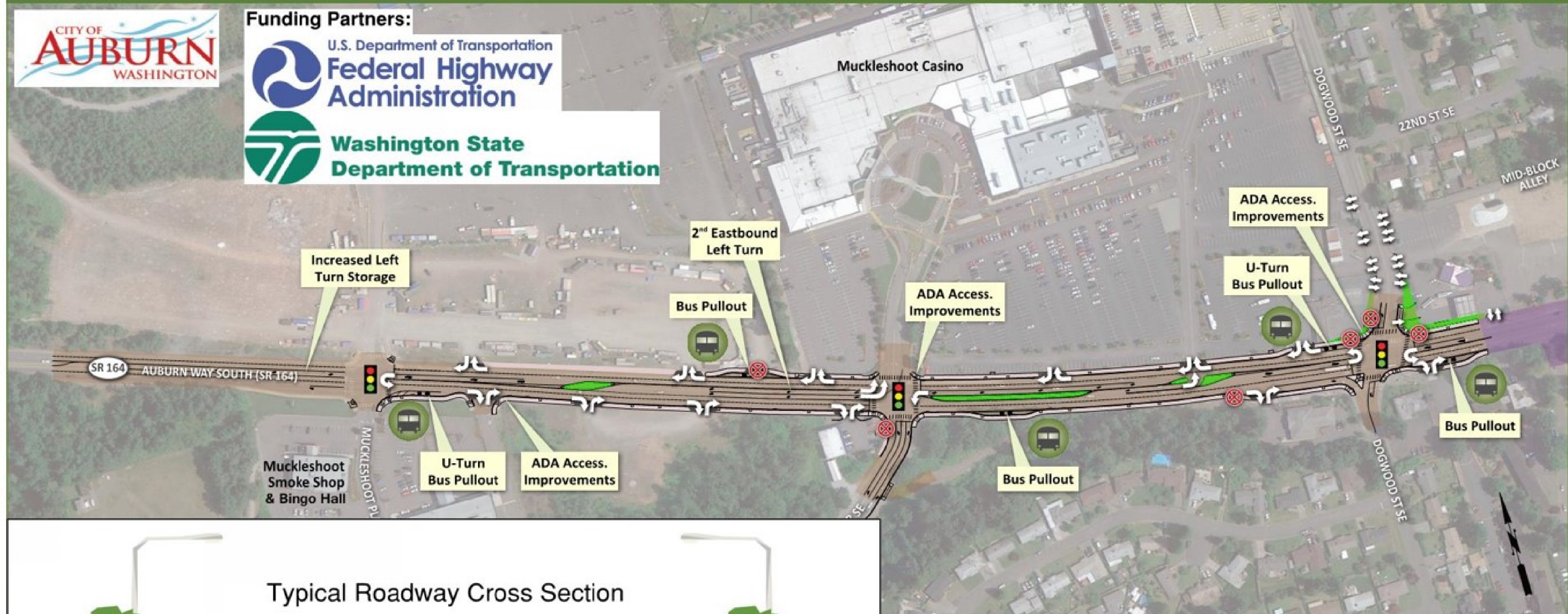
	Basic BID (Tax not Included)	Total BID (Tax Included)
Miles Resources	\$ 3,583,708.93	\$ 3,654,361.31
Marshbank Construction	\$ 3,668,720.50	\$ 3,737,924.30
R.L. Alia Company	\$ 3,748,492.00	\$ 3,816,018.43
DPK Inc	\$ 4,095,453.20	\$ 4,163,262.30
Active Construction, Inc	\$ 4,293,293.00	\$ 4,356,446.68
R.W. Scott Construction	\$ 4,579,160.50	\$ 4,654,980.95

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.

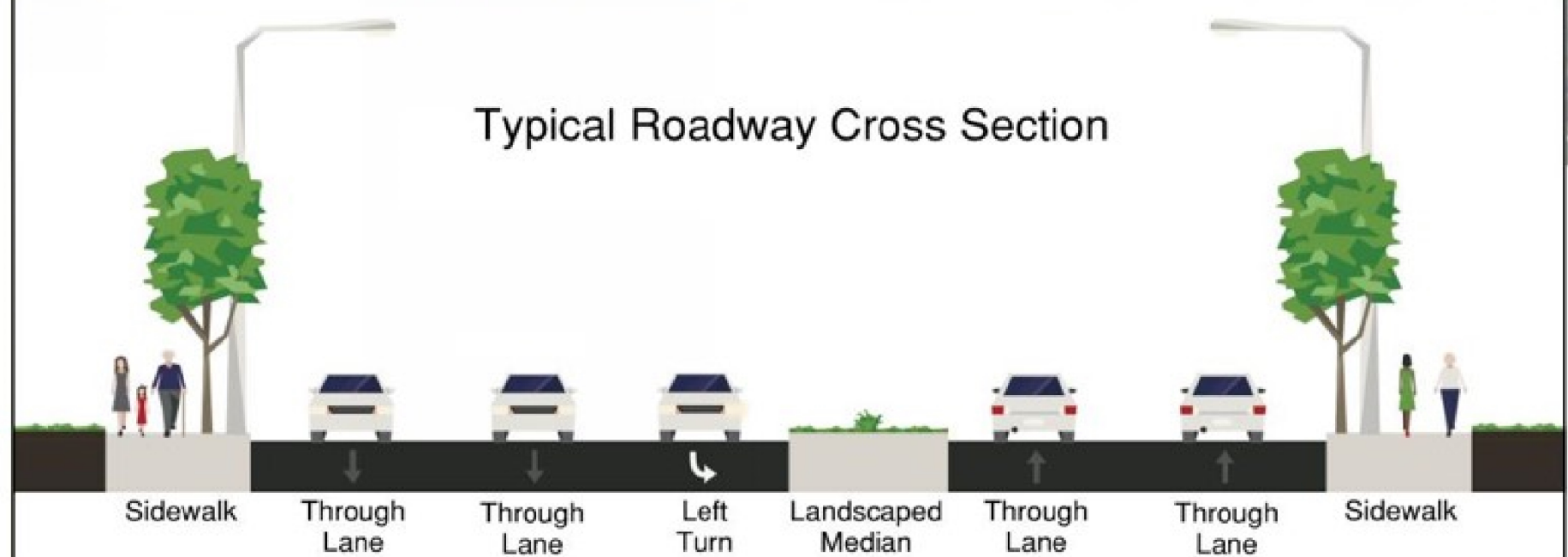
CP1218 Auburn Way South Corridor Safety Improvements
Muckleshoot Plaza to Dogwood Street SE



Funding Partners:



Typical Roadway Cross Section



LEGEND

- Subject Project Limits
- Previously Constructed Project
- Bus Pullout
- Full-Access Traffic Signal
- Access to be Maintained/Added
- Full Access Driveway
- Existing Driveway to be Closed/Removed



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1606

Date:

February 13, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

[CP1606 Bid Tab Summary](#)

Budget Impact:

\$0

Administrative Recommendation:

Award Contract No. 17-04 to Road Construction Northwest on their low bid of \$357,447.50 plus Washington State sales tax of \$33,957.51 for a total price of \$391,405.01 for Project No. CP1606, Auburn Teen and Community Center (H Street SE Extension) project.

Background Summary:

This construction work is associated with the Community and Teen (REC) Center Project and will create access to the Les Gove Campus from Auburn Way South and will close Deals Way which currently runs through the Les Gove Community Campus. These improvements will encourage vehicles to access the new Community and REC Center from Auburn Way South and H Street SE instead of utilizing neighborhood streets (thus reducing traffic impacts associated with the new Community and REC Center on surrounding neighborhood streets and also increasing visibility of the park from Auburn Way South). The closure of Deals Way will prohibit vehicles from cutting through the park area (between the Spray Park and the Library); thus improving pedestrian safety. The construction work also includes modifications to the King County library parking lot to accommodate the H Street SE/Auburn Way South connection.

The City received seven (7) responsive bids and the low bid was approximately 38% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that Road Construction Northwest meets the responsible bidding criteria and recommends award. Staff also recommends a 25% authorized contingency be established for this contract to account for potential change orders, claims, and additions. The authorized contingency will allow the project construction to proceed without delay in case there are unforeseen conditions that require contract adjustments within the authorized contingency amount.

This construction work is funded by the Community and REC Center project budget which has a remaining contingency of \$161,198.00 in the 321 Fund (General Parks Construction).

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 21, 2017

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1606	Project Title: Auburn Teen and Community Center (H St. SE Extension)
Project Manager: Matthew Larson	

Advertisement Date: Jan. 24, 2017
Award Date: Feb. 21, 2017

- ☐ Project Initiation

☐ Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: February 14, 2017

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2016 (Actual)	2017	Future Years	Total
321 Fund - General Parks Construction*		104,326	750,674		855,000
Total	0	104,326	750,674	0	855,000

*Funds shown in 2017 are anticipated to be included in BA#1 as a carry forward from 2016.

Estimated Cost (Funds Needed)

Activity	Prior Years	2016 (Actual)	2017	Future Years	Total
Design Engineering - City Costs		72,574	5,000		77,574
Design Engineering - Consultant		9,100	10,220		19,320
Right of Way - Easement Acquisition		20,624			20,624
Right of Way - TRs/Appraisals/Reviews		2,028			2,028
Construction Contract Bid			391,405		391,405
Authorized Contingency (25%)			97,851		97,851
Construction Engineering - City Costs			75,000		75,000
Construction Engineering - Materials Testing			10,000		10,000
Total	0	104,326	589,476	0	693,802

321 General Parks Construction Budget Status

	Prior Years	2016 (Actual)	2017	Future Years	Total
*321 Funds Budgeted ()	0	(104,326)	(750,674)	0	(855,000)
321 Funds Needed	0	104,326	589,476	0	693,802
*321 Fund Project Contingency ()	0	(0)	(161,198)	0	(161,198)
321 Funds Required	0	0	0	0	0

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

CP1606 Auburn Teen and Community Center (H Street SE Extension)

Printed Date: 2/9/2017

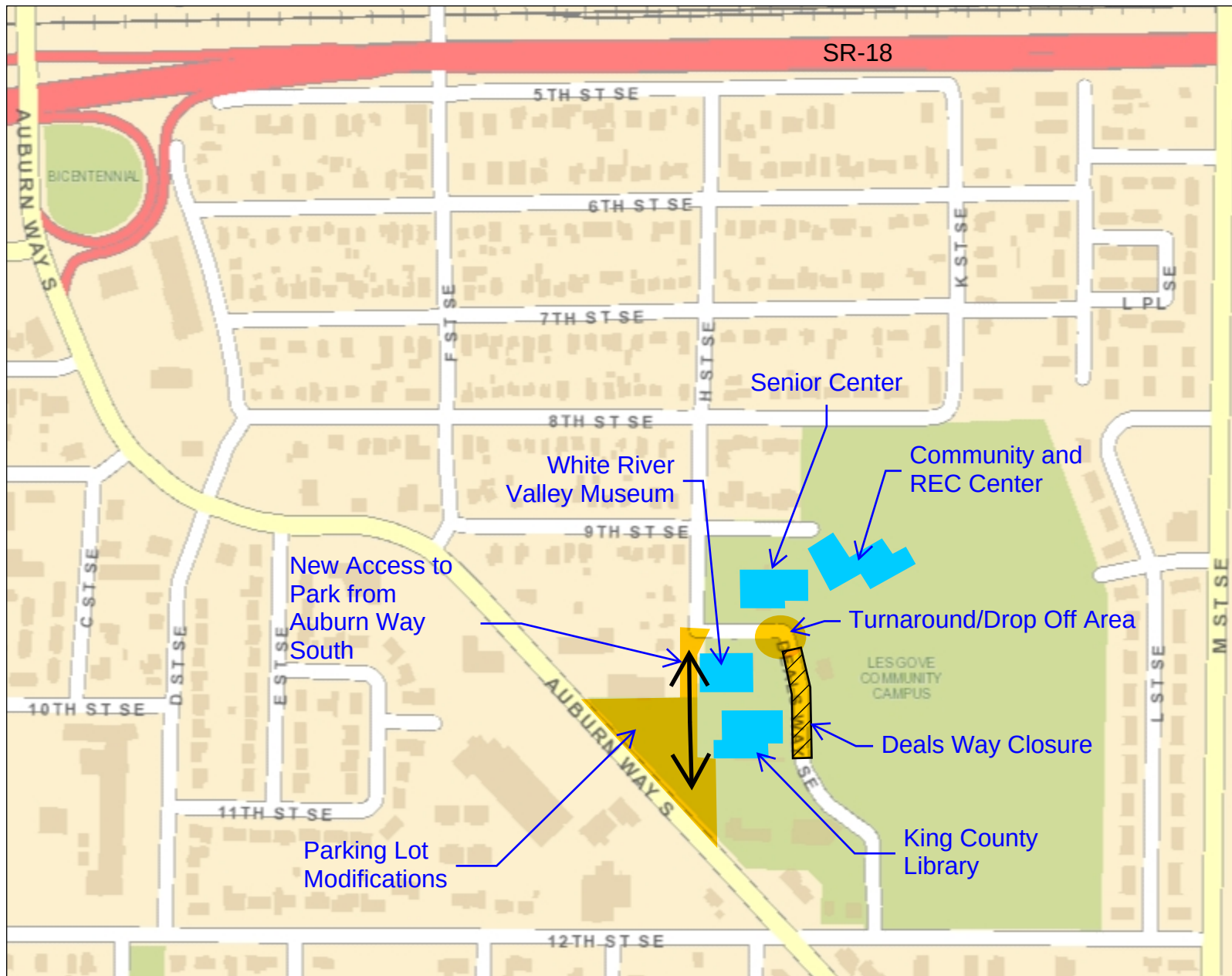
Map Created by City of Auburn eGIS

Imagery Date: May 2015

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.

Legend

Project Location(s)



752.3 0 376.2 752.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

CA.F

1in = 376 ft

1:4,514

Page 52 of 280

Notes

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1606, Auburn Teen & Community Center (H Street SE Extension), Contract 17-04
Prepared by: City of Auburn
Bid Date: 2/9/17

ENGINEER'S ESTIMATE:	\$	580,114.00			
AVERAGE BASIC BID AMOUNT:	\$	447,074.08			
BASIC BID SPREAD AMOUNT:	\$	223,177.50	Basic BID Amount	Spread \$	Spread %

LOW BIDDER:	Road Construction NW	\$	357,447.50	-\$222,666.50	-38.38%
Second Bidder:	R W Scott Construction Co.	\$	388,627.00	-\$191,487.00	-33.01%

	Basic BID (Tax not Included)		Total BID (Tax Included)	
Road Construction NW	\$	357,447.50	\$	391,405.01
R W Scott Construction Co.	\$	388,627.00	\$	425,546.57
AXUM General Construction	\$	428,294.05	\$	468,981.98
DPK Inc.	\$	445,755.00	\$	488,101.73
Pivetta Brothers Construction	\$	455,908.00	\$	499,219.26
Mike McClung Construction	\$	472,862.00	\$	517,783.89
Westwater Construction	\$	580,625.00	\$	635,784.38

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. C512A

Date:

February 13, 2017

Department:

CD & PW

Attachments:

[Final Pay Estimate No. 11](#)
[C512A - Budget Status Sheet](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 11 to Contract No. 13-12 in the amount of \$0.00 and accept construction of Project No. C512A, Well 4 Emergency Power Improvements.

Background Summary:

The purpose of this project was to provide emergency power, upgrade the chlorination system, and install security fencing at the City's Well 4 water facility. Providing a diesel generator for emergency power ensures that one of the City's primary sources of water will continue to operate in the event electrical power is lost. Upgrading the chlorination system from the existing gas chlorination system to a liquid hypochlorite solution increases operator safety and improve operations by providing a chlorination system similar to other City water sources. Both the new chlorination system and the generator are housed in a new building that was constructed adjacent to the existing building at the Well 4 site.

A project budget contingency of \$110,485.00 remains in the 460 (Water) fund.

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

Snyder

Meeting Date:

February 21, 2017

Item Number: CA.G

CITY OF AUBURN
C512A
PAY ESTIMATE #11 & FINAL

CO. NO. 13-12
Well 4 Emergency Power Improvements
SCHEDULE A: Water Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	0.6481537		Eq Adj	25,000.00	\$ 16,203.84	\$ -	65%
2	Mobilization	1	1		LS	46,000.00	\$ 46,000.00	\$ -	100%
3	Construction Site Sign	1	1		EA	900.00	\$ 900.00	\$ -	100%
4	Clearing and Grubbing	1	1		LS	23,000.00	\$ 23,000.00	\$ -	100%
5	Unsuitable Foundation Excavation Including Haul & Disposal	10	0		CY	40.00	\$ -	\$ -	0%
6	Gravel Borrow Including Haul & Placement	20	0		TON	28.00	\$ -	\$ -	0%
7	Crushed Surfacing Top Course	90	229.36		TON	33.00	\$ 7,568.88	\$ -	255%
8	Crushed Surfacing Base Course	60	44.31		TON	33.00	\$ 1,462.23	\$ -	74%
9	Commercial HMA	90	102.06		TON	225.00	\$ 22,963.50	\$ -	113%
10	Removable Bollard	5	3		EA	396.00	\$ 1,188.00	\$ -	60%
11	Manhole Type I, 48-Inch Diameter	1	1.0024255		EA	4,700.00	\$ 4,711.40	\$ -	100%
12	Remove Existing Manhole	1	1		EA	1,600.00	\$ 1,600.00	\$ -	100%
13	Grinder Pump Station, Complete	1	1		LS	12,300.00	\$ 12,300.00	\$ -	100%
14	Select Pipe Trench Backfill	30	0		TON	25.00	\$ -	\$ -	0%
15	Pipe Foundation Material	20	0		TON	17.00	\$ -	\$ -	0%
16	Special Class 52 Ductile Iron Pipe for Water Main 8-Inch Diameter	41	41		LF	130.00	\$ 5,330.00	\$ -	100%
17	Connection to Existing Water Mains	2	2		EA	800.00	\$ 1,600.00	\$ -	100%
18	SDR 11 HDPE Pipe 1.25-Inch Diam.	450	420		LF	25.00	\$ 10,500.00	\$ -	93%
19	Well 4 Building, Complete	1	1		LS	310,500.00	\$ 310,500.00	\$ -	100%
20	Well 4 Building (Generator, Electrical & Telemetry)	1	1		LS	237,000.00	\$ 237,000.00	\$ -	100%
21	Fuel Tank System, Complete	1	1		LS	38,500.00	\$ 38,500.00	\$ -	100%
22	Existing Building Modifications	1	1		LS	13,500.00	\$ 13,500.00	\$ -	100%
23	Hydroseeding with Bonded Fiber Matrix	300	637		SY	4.50	\$ 2,866.50	\$ -	212%
24	Temporary Water Pollution/ Erosion Control	1	0.145195		Eq Adj	10,000.00	\$ 1,451.95	\$ -	15%
25	Lawn Sod	100	0		SY	16.00	\$ -	\$ -	0%
26	Topsoil Type A	40	0		CY	70.00	\$ -	\$ -	0%
27	Chain Link Fence & Gate	600	655		LF	35.00	\$ 22,925.00	\$ -	109%
CO-1-1	Buck/Boost Transformer Installation	1	1		LS	855.70	\$ 855.70	\$ -	100%

SCHEDULE TOTAL \$ -

Period Dates
Begin: Aug 21, 2016
End: Jan. 27, 2017

PAY ESTIMATE #11 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Water Utility Improvements					
Contract	\$ 797,160.00	\$ 855.70	\$ 783,816.86	\$ -	98%
Sales Tax (+9.5%)	\$ 75,730.20	\$ 81.29	\$ 74,462.60	\$ -	
Retainage (-5%)			\$ (39,190.84)	\$ -	
SCHEDULE TOTAL	\$ 872,890.20	\$ 936.99	\$ 819,088.62	\$ -	

98%

OVERALL FINAL PERCENTAGE

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)

\$ 858,279.46

TOTAL PAYMENT TO CONTRACTOR

\$ 819,088.62

PAYMENT DUE CONTRACTOR:

\$ -

Period Dates
Begin: Aug 21, 2016
End: Jan 27, 2017

CITY OF AUBURN
C512A

CO. NO. 13-12

PAY ESTIMATE # 11 & FINAL

CONTRACTOR:

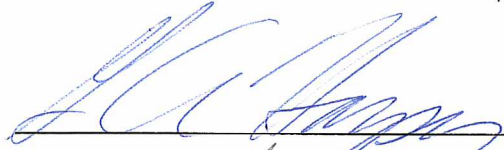
Gary Harper Construction, Inc.
14831 223rd Street SE
Snohomish, WA 98296
Phone: 360-863-1955

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$0.00

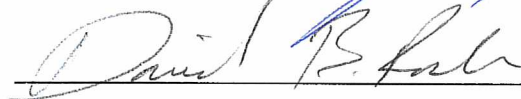
Signatures:

Contractor



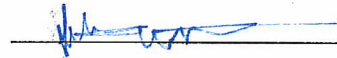
Date 2/8/17

Inspector



Date 2/13/17

Project Manager



Date 2/10/17

City Engineer

Date _____

BUDGET STATUS SHEET

Project No: C512A	Project Title: Well 4 Emergency Power Improvements
Project Manager: Seth Wickstrom	

Initiation Date: Nov 5, 2012

Advertisement Date: Nov 6, 2014

Award Date: Dec 15, 2014

- ☐ Initiation/Consultant Agreement

☐ Permission to Advertise

☐ Contract Award

☐ Consultant Agreement Amendment

☒ Contract Final Acceptance

Date: February 13, 2017

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

Funds Budgeted (Funds Available)

Funding	Prior Years (Actuals)	2015 (Actual)	2016 (Actuals)	2017**	Total
460 Fund - 2013 Bond Proceeds	285,939	889,816	18,245		1,194,000
460 Fund - Water	7,138		51,166	121,285	58,304
Total	293,077	889,816	69,411	121,285	1,252,304

** Funds shown in 2017 are anticipated to be included in BA#1 as a carry forward from 2016.

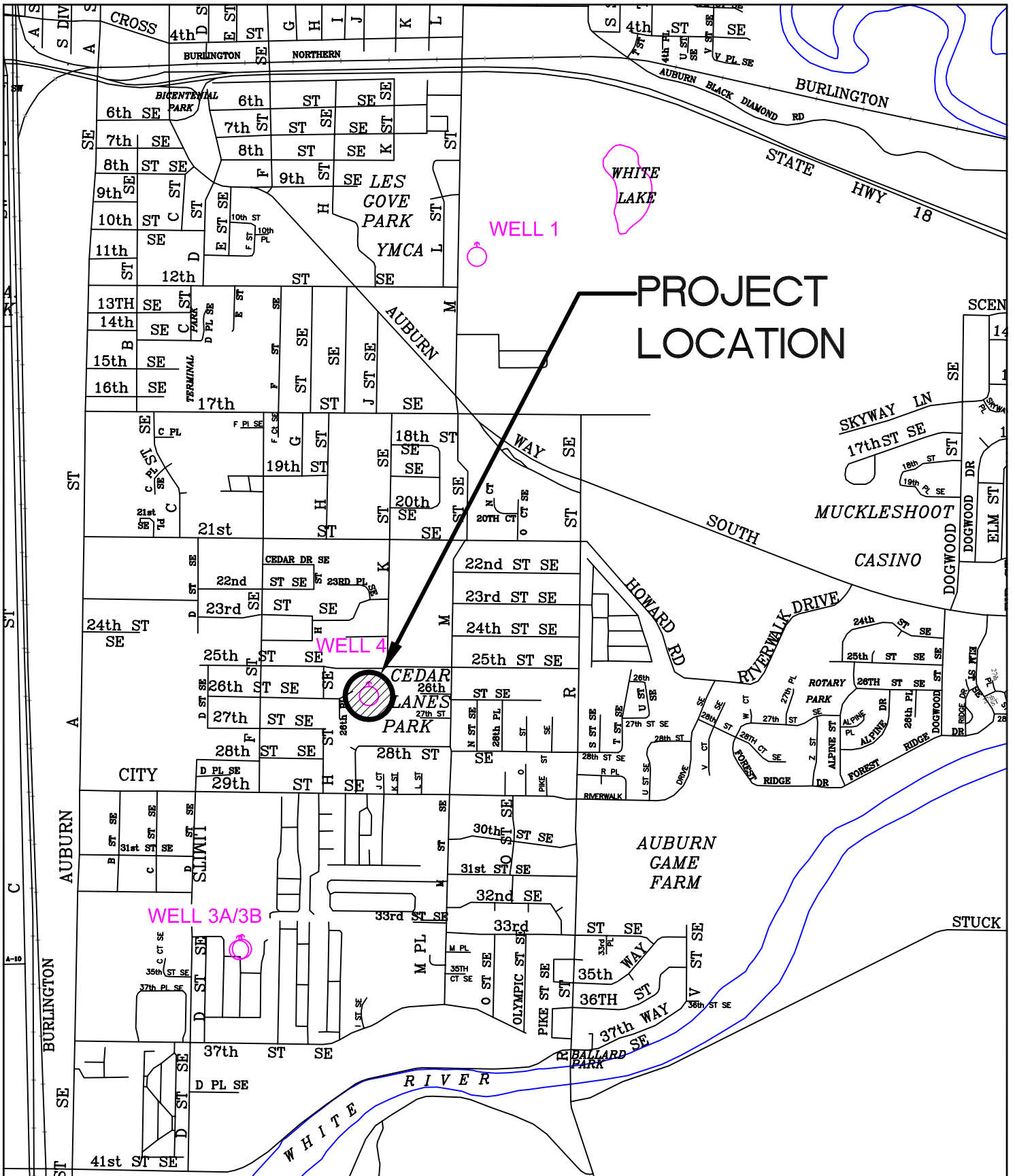
Estimated Cost (Funds Needed)

Activity	Prior Years (Actuals)	2015 (Actual)	2016 (Actuals)	2017	Total
Design Engineering - City Costs	70,346				70,346
Design Engineering - Consultant Costs	221,902				221,902
Construction Contract Bid		833,112	39,778		872,890
Change Order No. 1		937			937
Line Item Changes			(15,548)		(15,548)
Construction Engineering - City Costs	830	37,080	30,520	5,000	73,430
Construction Engineering - Consultant Costs		18,686	14,661	5,800	39,147
Total	293,078	889,816	69,411	10,800	1,263,104

460 Water Budget Status

	Prior Years (Actuals)	2015 (Actual)	2016 (Actuals)	2017	Total
*460 Funds Budgeted ()	(293,077)	(889,816)	(69,411)	(121,285)	(1,373,589)
460 Funds Needed	293,078	889,816	69,411	10,800	1,263,104
*460 Fund Project Contingency ()	0	0	(0)	(110,485)	(110,485)
460 Funds Required	0	0	0	0	0

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6636

Date:

February 14, 2017

Department:

Finance

Attachments:

[Ord 6636](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6636

Background Summary:

Ordinance No. 6636 levies a .0207% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to \$250,000 per year for the local revitalization program (Promenade capital improvements).

In 2010, the City issued \$7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2035. Funds from EDA grants, combined with REET2 funds and interest earnings, are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2015, the remaining principal balance is \$6.1 million.

The tax credit is available to the City for up to 25 years. 2017 will be the eighth year that the City has asked the State for the tax credit. As provided by the State, in order for the City to continue receiving the tax credit, the City must request this each year by ordinance.

Based upon historical taxable retail sales, the above rate of .0207% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year, July 1, 2017 to June 30, 2018.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: February 21, 2017

Item Number: ORD.A

ORDINANCE NO. 6 6 3 6

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, ESTABLISHING
THE LOCAL SALES AND USE TAX RATE FOR
LOCAL REVITALIZATION FINANCING FOR 2017**

WHEREAS, The City of Auburn ("City") enacted Ordinance No. 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.104 RCW; and,

WHEREAS, Chapter 39.104 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3); and

WHEREAS, the Local Sales and Use Tax Rate is set at a rate to generate approximately \$250,000.00 between July 1, 2017 through June 30, 2018, for Local Revitalization Financing.

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

Section 1. The sales and use tax rate initially established in Section 3.2 of Ordinance No. 6301, and most recently amended by Ordinance No. 6588, is hereby amended to .0207%, effective July 1, 2017.

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

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 thereof to any person or circumstance shall 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 shall 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:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Held, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6638

Date:

February 15, 2017

Department:

Community Development &
Public Works

Attachments:

[Ord 6638](#)
[Exhibit A to Ordinance No. 6638](#)
[Memorandum to Planning Commission](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

On November 8, 2016 Zoning Amendment Application ZAA16-006 was submitted by Auburn Professional Plaza LLC. The application request was for the City to consider modifying the pedestrian street designation that is located on a portion of the west side of Auburn Avenue between Main Street and 1st Street NE. The existing designation is Pedestrian I. The requested designation is Pedestrian II.

Ground floor commercial uses located along Pedestrian I streets are limited to retail, restaurant or personal service uses. Ground floor commercial uses located along Pedestrian II streets allow the same uses as Pedestrian I plus office and residential uses. The effect of granting the requested to change is to allow ground floor office uses on the property where the vacant Key Bank building is located across the street from Auburn Avenue Theater.

Staff reviewed the proposed request and made a determination that the request does not compromise the intended goals of existing, adopted downtown Auburn plans and policies. Staff made a recommendation to the Planning Commission that the request be approved. The Planning Commission held a public hearing on the matter on February 8, 2017. After deliberation, the Planning Commission voted to transmit a recommendation to City Council that the requested map change be approved and adopted by ordinance.

Scheduling of Actions

A discussion of the Planning Commission recommendation on Ordinance No. 6638 is scheduled for Council Study Session on February 13, 2017. City Council consideration is tentatively planned for February 21, 2017.

Reviewed by Council Committees:

Other: Planning & Legal

Councilmember:

Staff: Snyder

Meeting Date: February 21, 2017

Item Number: ORD.B

ORDINANCE NO. 6 6 3 8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY OF AUBURN DOWNTOWN URBAN CENTER DESIGN STANDARDS PEDESTRIAN STREET MAP ADOPTED BY SECTION 18.29.070 OF THE CITY CODE

WHEREAS, the City of Auburn maintains and publishes Design Standards for its Downtown Urban Center zone, which are intended to provide standardization of design elements for consistency and to assure public safety; and

WHEREAS, Section 18.29.070 of the Auburn City Code (ACC) adopted by reference the Downtown Auburn Design Standards; and

WHEREAS, the Downtown Auburn Design Standards include a map titled "Pedestrian Streets" which identifies specific streets in the Downtown Urban Center as Pedestrian I and Pedestrian II; and

WHEREAS, on November 8, 2016, Zoning Amendment Application ZAA16-0006 was received which requests to modify the Pedestrian Street map contained within the Downtown Auburn Design Standards; and

WHEREAS, the City of Auburn Planning Commission held a public hearing on February 7, 2017, and thereafter voted in favor of transmitting a recommendation to the City Council to change the pedestrian street designation on a portion of the west side of Auburn Avenue between Main Street and 1st Street NE from Pedestrian I to Pedestrian II, subject to a condition of approval that establishes timelines for redevelopment or rehabilitation of the property; and

WHEREAS, the Auburn Department of Community Development and Public Works has prepared revisions to the Pedestrian Streets Map contained within the

Downtown Auburn Design Standards.

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

Section 1. That the Downtown Urban Center Design Standards related to the pedestrian street designations shall be amended as provided in the proposed revision to Downtown Urban Center Design Standards attached hereto as Exhibit A.

Section 2. That the Mayor or designee is authorized to implement such administrative procedures as may be necessary to promulgate and publish this revision to the Downtown Urban Center Design Standards.

Section 3. That this Ordinance shall take effect and be in full force five (5) days after passage and signatures hereon.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

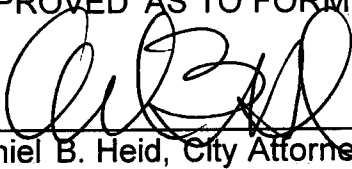
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

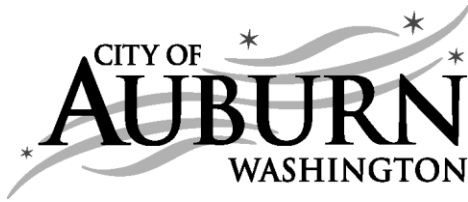
Published: _____

Ordinance No. 6638

February 15, 2017

Downtown Pedestrian Street Map

- DUC Zone
- Pedestrian I
- Pedestrian II



MEMORANDUM

TO: Judi Roland, Chair, Planning Commission
Ron Copple, Vice-Chair, Planning Commission
Planning Commission Members

FROM: Jeff Tate, Assistant Director, Community Development Services

DATE: February 7, 2017

RE: Citizen Initiated Proposed Code Amendment – DUC Map Amendment
ZOA16-0006 - Introductory Discussion

Description of Request:

On November 8, 2016 Jeffrey Oliphant, President of the Auburn Professional Plaza, LLC, submitted application ZOA16-0006 which is a request to the City of Auburn to amend the “Pedestrian Street” map that is incorporated into the City of Auburn Design Standards for the Downtown Urban Center zone (Application and Cover Letter attached as **Exhibit A**). Specifically, the request is to change a portion of the west side of Auburn Avenue between Main Street and 1st Street NE from a Pedestrian I classification to a Pedestrian II classification (the existing adopted map is attached as **Exhibit B** and highlights the area in question).

Discussion:

The City of Auburn Downtown Urban Design Standards were adopted into law on January 16, 2007 under Ordinance 6071. The Ordinance established new Chapter 18.29 of the Auburn City Code which includes ACC 18.29.070 that adopts, by reference, the Downtown Auburn Design Standards. The Standards are a standalone document that is not codified but has the effect of regulation due to the reference in ACC 18.29.070.

Page 18 of the Downtown Auburn Design Standards displays a map that designates two types of streets – Pedestrian I and Pedestrian II. Only selected streets within the Downtown Urban Center Zone have one of these designations. Pages 14 thru 17 of the Standards establish use and development requirements for “Limitations on Driveways”, “Location of Parking”, “Location of Drive-Through Lanes”, “Land Use”, “Proximity to Sidewalk”, “Ground Level Transparency”, “Weather Protection”, and “Pedestrian Orientation” (Pages 14 thru 17 of the Standards are attached as **Exhibit C**).

The applicant has indicated that the purpose of their request to change a portion of the west side of Auburn Avenue between Main Street and 1st Street NE is “*to expand the range of possible uses for this segment of Auburn Avenue, including office use.*” As noted in Exhibit C on page 15 of the Standards, section 1 sets forth a list of uses that may be established along Pedestrian I streets that is different than what may be established along Pedestrian II streets.

Ground floor uses allowed along Pedestrian I streets are limited to retail, restaurant or personal service uses. Ground floor uses allowed along Pedestrian II streets also allow office and residential uses when facing the sidewalk. The applicant seeks to change this portion of Auburn Avenue to a Pedestrian II street so that he may occupy ground floor spaces with office uses.

The following description is provided for current conditions of the subject area as well as adjacent areas:

Subject Site: Currently, this portion of the western side of Auburn Avenue has two buildings that face the street. One building is the One Main Street Professional Plaza, formerly known as Auburn Professional Plaza, which has an existing operating bank (Key Bank) that occupies the ground floor space that fronts Auburn Avenue, as well as an existing, but vacant one story former bank building (An aerial and street view of these uses is provided in **Exhibit D**). A bank is considered a type of personal service which means that the existing Key Bank is consistent with the Pedestrian I street standard. The applicant seeks to utilize the vacant, former bank building site for office space which is not consistent with the current Pedestrian I street standards, thus the request for map amendment.

Adjacent Site to the East: The eastern side of Auburn Avenue between Main Street and 1st Street NE is occupied with ground floor spaces such as a retail jewelry store, a theater, and a vacant former post office. Because the intent of the Pedestrian I street standard is to establish a range of uses that encourages both day and night time pedestrian activity, the jewelry store and theater are both consistent with the street designation. The applicant is not seeking to change the street designation on the east side of Auburn Avenue.

Adjacent Site to the North: On the adjacent property to the north of 1st Street NE is a hospital. The hospital effectively serves as a terminus to the type of pedestrian activity that is desired for downtown ground floor commercial uses. In other words, pedestrians seeking retail, entertainment, eating, or service experiences are typically not going to cross the west side of 1st Street NE as they seek out those opportunities – they will see that it is a hospital, turn around and head back to Main Street. Additionally, the north side of the subject property has a street designation of Pedestrian II.

Analysis:

Main Street and Division Street have been determined to be emphasis areas for promoting activity that is pedestrian oriented and that encourages both daytime and nighttime pedestrian activity. These types of businesses include entertainment uses, restaurants, pubs, shops, gyms, salons, coffee shops, banks, and other similar types of establishments. The intention is to create, promote and retain a downtown experience where residents and visitors don't just visit one merchant and leave, rather they are intrigued to stay and patron multiple businesses (e.g. have lunch, go to the spa, and stop in a shop or two). The Comprehensive Plan, Downtown Urban Center Plan, Downtown Design Guidelines, and City Code are consistent in their emphasis of this objective.

Auburn Avenue is located north of Main Street. South of Main Street Auburn Avenue changes to A Street SE. All of A Street SE is designated as a Pedestrian II street. Auburn Avenue is

designated as a Pedestrian I street from Main Street to 1st Street NE. North of 1st Street NE, Auburn Avenue does not have a pedestrian street designation. Other than Division Street, no other north/south bearing street that intersects Main Street has a street designation other than Pedestrian II.

The existing uses located on the east side of Auburn Avenue (jewelry store and theater) are consistent with the Pedestrian I designation. In fact, the theater is considered by many to be one of the primary downtown destinations due to its history and the manner in which the City Parks Department programs events at the theater. The theater exemplifies the intent of the Pedestrian I designation.

On the west side of this one block stretch of Auburn Avenue are two parcels that front this street. One parcel is developed with a newly constructed 3 story professional office center that already has ground floor occupants that comply with the Pedestrian I land use standards for both the portion of the building that faces Main Street to the south and the portion that faces Auburn Avenue to the east. The other parcel is developed with an older, vacant, former bank building. The applicant is not proposing to change the street designation for the 3 story professional office center.

The vacant, former bank building (15 Auburn Avenue NE) was constructed in 1963 and was the previous location of Key Bank prior to their relocation into the newly constructed One Main Street Professional Plaza. This building has remained vacant for approximately 8 years. Despite attempts to reoccupy the building, numerous factors have kept it vacant. One of those factors is the Pedestrian I designation which significantly limits the types of potential tenants that are eligible to occupy the space.

This building has frontage on two streets – Auburn Avenue to the east (a Pedestrian I street) and 1st Street NE to the north (a Pedestrian II street). This building already has Pedestrian II frontage on one side, however, the main entrance to this building and its physical address are all oriented towards Auburn Avenue. Additionally, the building is situated on the northeast corner of this city block and more than 100 feet from Main Street. As indicated previously, directly north of this site is the hospital which presents a distinct change from the pedestrian oriented type of businesses along Main Street to a more institutional type of use.

The adjacent three story One Main Street Professional Plaza comprises most of this downtown block, with frontage on Main Street, Division Street, 1st Street and Auburn Avenue. The ground floor uses all comply with the Pedestrian I and Pedestrian II designations along its respective streets; this includes medical office use along 1st Street NE. The two upper floors are designed for and being fully utilized for office use, occupied for medical (clinical) purposes supporting the adjacent hospital and municipal services.

Conclusion:

Staff concurs with the applicant's request to modify the map in a manner that changes the street designation from Pedestrian I to Pedestrian II along the west side of Auburn Avenue for the full frontage of the vacant, former bank property (King County Assessor Parcel Identification Number 0492000610). Given the adjacency to the hospital and the distance from Main Street, staff does not believe that the request detracts from the intent of the Downtown Urban Center Plan, the Downtown Design Guidelines, or any of the adopted Comprehensive Plan policies for downtown. Furthermore, staff believes that an office use that occupies this property is far better than its continued vacancy.

Because this request does not conflict with adopted downtown urban center policies or objectives and the range of allowable uses will continue to ensure a harmonious transition from Main Street to the regional hospital facility, staff recommends that the Planning Commission approve the request and forward a recommendation to City Council to adopt the requested map amendment subject to the following condition:

Not later than fourteen (14) days after adoption by the City Council of the requested map amendment, the applicant / property owner shall submit a strategy plan to the Department of Community Development and Public Works outlining alternative site plans and uses for the subject property. The strategy plan shall be consistent with the adopted City of Auburn Downtown Urban Design Standards. The strategy plan shall include these milestones: (a) building permit application submittal not later than December 31, 2017; and (b) property redevelopment or rehabilitation completion within nine (9) months after building permit issuance but in no event later than two (2) years after adoption of the map amendment. The strategy plan shall be subject to review by the Department of Community Development and Public Works for compliance with the foregoing.

The redevelopment or rehabilitation of the subject property shall be consistent with all City codes, regulations and standards, including but not limited to City of Auburn Downtown Urban Design Standards, and shall be vested to the same upon application consistent with the RCW and City code.

The timelines herein may hereafter be extended from time to time in the discretion of the Department of Community Development and Public Works for good cause upon the request of the then property owner, such extension(s) cumulatively not to exceed 180 days except in the event of casualty or other cause beyond the control of the then property owner.

If the foregoing conditions are not met this segment of Auburn Avenue shall revert to Pedestrian II unless the Department of Community Development and Public Works approves an alternative redevelopment/rehabilitation plan.

Exhibit E illustrates the existing map designation and the map designation change that is proposed by the applicant and recommended for approval by staff.

On February 7, 2017 staff will provide a presentation on this request. Additionally, a Public Hearing before the Planning Commission is scheduled for the same evening.

EXHIBIT A

(Application ZOA16-0006)

AUBURN PROFESSIONAL PLAZA, LLC

P.O. BOX 1294
AUBURN, WA 98071-1294
TELEPHONE: (253) 833-6300 OR (310) 629-0466

30300 AGOURA ROAD, SUITE 270
AGOURA HILLS, CA 91301
E-mail jlo55@aol.com

November 7, 2016

Kevin Snyder, AICP
Community Development and Public Works Director
City of Auburn
25 West Main Street
Auburn, Washington 98001-4998

Re: *Request for Amendment to Map Designation
Downtown Urban Center*

Dear Mr. Snyder:



REQUEST

Please consider this letter as a formal request to change the designation of that segment of Auburn Avenue bounded by First Street NE and the "alley" half way between East Main Street and First Street NE, from its current Pedestrian I to Pedestrian II designation.

STANDING

Auburn Professional Plaza, LLC is the owner of the property that abuts the western side of Auburn Avenue. Our property is located at 15 Auburn Avenue, and is commonly referred to as the former Key Bank building. We are also a major owner in, and the developer of, the adjacent three story office building bearing the address One East Main Street, commonly referred to as "One Main" or "City Hall Annex". These two building comprise the entire block bounded by East Main Street, Auburn Avenue, First Street NE and North Division Street.

PURPOSE OF REQUEST

To expand the range of possible uses for this segment of Auburn Avenue, including office use.

JUSTIFICATIONS FOR REQUEST

- **There are no retail adjacencies.** There are and will be no other retail stores within a block of this property. The block to the north is Multicare Auburn Medical Center and the parking lot of Wells Fargo Bank – not even a pedestrian street. Except for the small

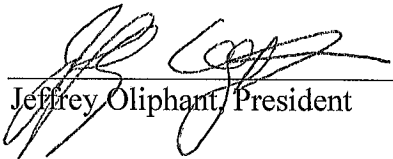
segment between the "alley" and East Main Street, the blocks to the south are all Pedestrian II, which is the designation we are requesting. Within the small segment designated as Pedestrian I, in addition to our property, is the side of Nelson's Jewelers (its frontage is on Main Street), two municipal owned or controlled buildings (the Auburn Avenue Theatre and the former post office / King County Health building) and a parking lot serving One Main.

- **This is a heavily automotive trafficked thoroughfare.** Auburn Avenue, and its continuation south as A Street SE, is a major commuter thoroughfare. The sidewalks are generally narrower than desired for pedestrian streets, especially for a highly trafficked street – lots of cars would come rather close to pedestrians.
- **Treat the same as Division Street.** The segment for which we are requesting redesignation is the most northerly Pedestrian I segment. The far more pedestrian-oriented Division Street's Pedestrian I designation ends at the point where the [now vacated] alley used to be. Further, Division Street has far less automobile traffic on its comparable segment, as it is not a commuter thoroughfare.
- **Office is the Highest and Best Use.** Except for less than 1,000 square feet, the adjacent 88,000 sf three story building (One Main) that shares this block is occupied by newly constructed offices. The block immediately to the north is the Multicare Auburn medical campus, undergoing a major expansion and renovation. When One Main was developed by our company, it was envisioned that 15 Auburn Avenue could become part of the medical campus.
- **Multicare Auburn Medical Center linkage.** The Multicare Auburn medical campus and the block comprising One Main and 15 Auburn Avenue are linked. Currently, there is an under street dedicated highly secure data connection, and just recently, a pure oxygen line was installed under street from the medical campus to this block.

I am available to meet you, or members of your staff, to discuss the foregoing request. Thank you for your consideration.

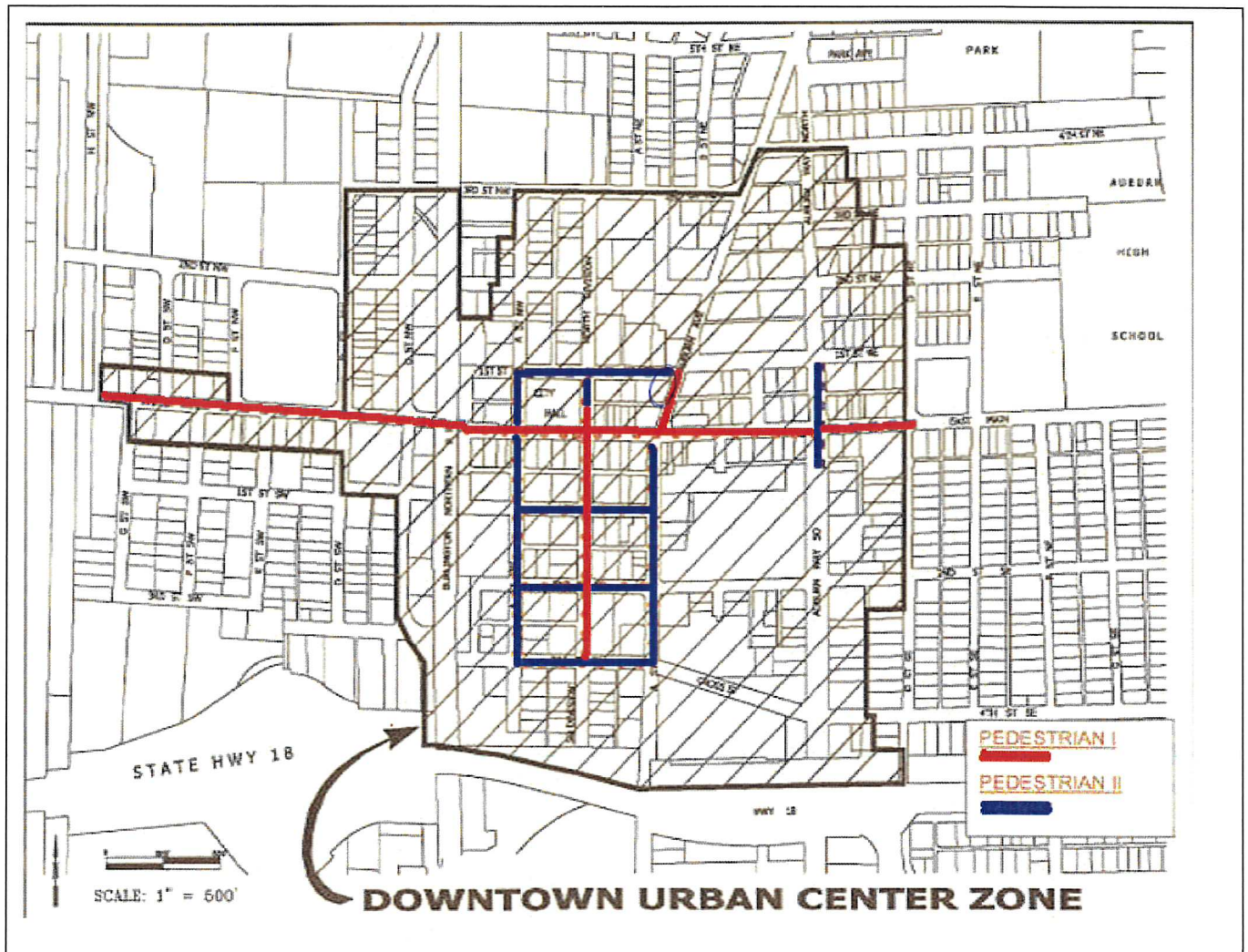
Yours very truly,

AUBURN PROFESSIONAL PLAZA, LLC

By: 
Jeffrey Oliphant, President

JO:lj
Enclosure (vicinity map)

Pedestrian Streets





CITY OF AUBURN

Planning & Development Department
Auburn City Hall Annex, 2nd Floor
1 East Main Street
Auburn, Washington 98001-4998
Tel: 253.931.3090
Fax: 253.804.3114
permitcenter@auburnwa.gov
www.auburnwa.gov

TEXT AMENDMENT APPLICATION

20416-0006

AUBURN CITY CODE TEXT AMENDMENT – INTRODUCTION

LEGISLATIVE NON-PROJECT

What does Legislative Non-project refer to?

Legislative non-project decisions are decisions made by City Council under its authority to establish policies and regulations. City-wide or area-wide rezones fall under this category.

What is a Text Amendment?

A text amendment changes language within the Auburn City Code, such as development standards, permitted uses, or new sections of code.

Do I have to file a Comprehensive Plan Map Amendment when I apply for a Text Amendment?

Not necessarily. As required by the Growth Management Act, development regulations such as zoning must be consistent of the City's Comprehensive Plan. Depending on the nature of the code text amendment, policies within the Comprehensive Plan may need to be amended or new policies created to support a change to the Auburn City Code.

How do I file a Comprehensive Plan Map Amendment?

Please consult the Comprehensive Plan Text Amendment Application Packet and ACC 14.22 for more information.

Who may initiate a Text Amendment?

1. The city council, or planning and development committee of the city council, upon its own motion may request the planning commission to conduct a public hearing to amend any portion or all of this title; provided, that text amendments that are purely administrative or procedural do not require a public hearing, nor do they require preliminary review or recommendations of the planning commission;
2. The planning commission may upon its own motion call for a public hearing to amend any portion or all of this title, with the exception of purely administrative or procedural amendments;
3. Any resident or property owner of the city may petition the city to request an amendment to the text of this title.

What is SEPA and how does it apply to text amendments?

Text amendments may be subject to compliance with the Washington State Environmental Policy Act (SEPA) based on the presence of environmentally critical areas; projects that exceed specific thresholds (e.g. grading, number of dwelling units, timber removal, size of building); projects that require licensing for air emissions or discharges to water; or other factors. WAC 197-11-800 provides the specific thresholds which determine whether SEPA is required. If subject to SEPA, an environmental checklist application must be submitted with the application. After the Notice of Application comment period expires, the Planning Director – who is the City's SEPA Responsible Official - issues a SEPA threshold determination (TD), or other SEPA decision as provided in ACC 16.06, RCW 43.21 and WAC 197-11. The SEPA decision is final unless the TD is appealed or the City revises the TD based on further comments during the appeal period.

QUESTIONS? PHONE 253.931.3090 or E-MAIL permitcenter@auburnwa.gov



AUBURN CITE CODE TEXT AMENDMENT – INTRODUCTION [CONTINUED]

If the SEPA Responsible Official issues a Determination of Significance (DS) because of probable significant impacts by the proposal, an Environmental Impact Statement (EIS) will be required before the City makes any decision on this application.

What is the text amendment process?

1. Planning Director reviews application/**determines consistency with comprehensive plan** → Planning Commission holds a public hearing and makes a recommendation to the City Council → City Council affirms, modifies, or disaffirms the text amendment;

Or,

2. Planning Director reviews application/**determines conflicts with comprehensive plan or no applicable/complete policies regarding text amendment** → Planning Commission holds public hearing/issues recommendation → City Council affirms, modifies, or disaffirms text amendment **and** comprehensive plan amendment.

How long before I am notified if my application is complete?

At the time you submit an application, you must submit all of the written and graphic information listed in this application under "Rezone Application Submittal Checklist": Within 28 calendar days of receiving your application, City staff will determine if the application is complete based on the attached checklist. If your application is complete you will be notified in writing by City staff. If your application is not complete, you will receive a letter from City staff detailing required information to make your application complete.

How long before I know the Comprehensive Plan map amendment has been approved or denied?

Current City code requires that all land use decisions be made within 120 days from the date of a complete application submittal, unless an applicant agrees to extend the processing of his/her application longer than 120 days.

If applicable to the text amendment application, concurrent comprehensive plan amendment applications received within the annual review cycle will be forwarded to the City of Auburn Planning Commission for public hearing in Fall. Following the Planning Commission public hearing and recommendation, the City Council will consider the amendments. Final action by the Auburn City Council typically occurs during the month of December.

PLEASE NOTE: Applicants are responsible for complying with all City Codes and ordinances; and should review all City regulations that may be applicable to their proposed project. For assistance in determining which regulations are applicable, please contact the City of Auburn Permit Center.

QUESTIONS? PHONE 253.931.3090 or E-MAIL permitcenter@auburnwa.gov

**CITY OF AUBURN**

Planning & Development Department
Auburn City Hall Annex, 2nd Floor
1 East Main Street
Auburn, Washington 98001-4998
Tel: 253.931.3090
Fax: 253.804.3114
permitcenter@auburnwa.gov
www.auburnwa.gov

OFFICE USE ONLY

FILE #:

FILE NAME:

TYPE:

FEES PAID:

SUBMITTAL DATE:

LAND USE DESIGNATION:

RECEIVED BY:

CHECK/CASH:

CITY CODE TEXT AMENDMENT APPLICATION**APPLICANT:** ☐ Use mailing address for meeting notification. ☐ Check box if Primary ContactCOMPANY: AUBURN PROFESSIONAL PLAZA LLCADDRESS: PO Box 1294(CITY, STATE, ZIP) AUBURN WA 98071-1294PHONE: 253 8336300 FAX: _____ E-MAIL: jlo550@aol.comSIGNATURE: [Signature] PRINTED NAME: JEFFREY OLIPHANT

(Signature Required)

APPLICANT'S REPRESENTATIVE: MAILING ADDRESS ☐ Check box if Primary Contact

COMPANY: _____

ADDRESS: c/o MICHAEL KLEIN, CPA 30300 AGORA RD, STE 270(CITY, STATE, ZIP) AGORA HILLS CA 91301PHONE: 310 6290466 FAX: _____ E-MAIL: jlo550@aol.comSIGNATURE: [Signature] PRINTED NAME: JEFFREY OLIPHANT

(Signature Required)

PROPERTY OWNER(S): ☐ Attach separate sheet if needed. ☐ Check box if Primary ContactCOMPANY: AUBURN PROFESSIONAL PLAZA LLC

ADDRESS: _____

(CITY, STATE, ZIP) _____

PHONE: _____ FAX: _____ E-MAIL: _____

SIGNATURE: [Signature] PRINTED NAME: JEFFREY OLIPHANT

(Signature Required)

Note: Applicant or representative must have property owner's consent to file this application form in order for it to be accepted

PROPERTY INFORMATION (REQUIRED)

SITE ADDRESS: _____

EXISTING USE OF SITE: PUBLIC STREET - PED I

ASSESSOR'S PARCEL ID#

LOT SIZE

ZONING DISTRICT

PROPOSED USE OF SITE: PUBLIC STREET - PED II

AREA TO DEVELOPED (s.f.): _____

AUBURN AVENUE NORTH - 100 BLOCK - WEST SIDE
PUBLIC STREET & SIDEWALK

3

ORD.B

Page 79 of 280



CITY OF AUBURN

Planning & Development Department
Auburn City Hall Annex, 2nd Floor
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Auburn, Washington 98001-4998
Tel: 253.931.3090
Fax: 253.804.3114
permitcenter@auburnwa.gov
www.auburnwa.gov

TEXT AMENDMENT APPLICATION

CITY CODE TEXT AMENDMENT – LETTER OF AUTHORIZATION

(A copy of this letter must be submitted for each property owner involved)

I, _____ declare under penalty of perjury under the laws of the State of Washington as follows;

1. I am the owner of the property that is the subject of the application.
2. I ☐ have not appointed anyone, or ☐ have appointed _____, to act as my agent regarding this application.
3. All statements, answers, and information submitted with this application are true and correct to the best of my knowledge and belief.
4. I agree to hold the City of Auburn harmless as to any claim (including costs, expenses and attorney's fees incurred in the investigation of such claim) which may be made by any person, including the undersigned, and filed against the City of Auburn, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information provided to the City as part of this application.
5. I hereby grant permission for representatives of the City of Auburn and any other Federal, State, or local unit of government with regulatory authority over the project to enter onto my property to inspect the property, take photographs, and post public notices as required in connection with review of this application and for compliance with the terms and conditions of permits and approvals issued for the project.

Signature

Printed Name

Date

City and State where signed

Address



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Planning & Development Department
Auburn City Hall Annex, 2nd Floor
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Auburn, Washington 98001-4998
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Fax: 253.804.3114
permitcenter@auburnwa.gov
www.auburnwa.gov

TEXT AMENDMENT APPLICATION

CITY CODE TEXT AMENDMENT – CONCURRENT APPLICATIONS

Please indicate whether you are submitting one or more concurrent applications with this application by checking one or more of the boxes below:

Type I Applications

(administrative decisions made by the city which are not subject to environmental review under the State Environmental Policy Act [SEPA]):

- ☐ Administrative Use Permit
- ☐ Boundary Line Adjustment
- ☐ Boundary Line Elimination
- ☐ Building Permit
- ☐ Excavation Permit
- ☐ Floodplain Development Permit
- ☐ Grading Permit
- ☐ Home Occupation Permit
- ☐ Land Clearing Permit
- ☐ Mechanical Permit
- ☐ Plumbing Permit
- ☐ Public Facility Extension Agreement
- ☐ Right-of-way Use Permit
- ☐ Short Subdivision
- ☐ Special Permit
- ☐ Temporary Use Permit (administrative)
- ☐ Utility Permit

Type II Applications (administrative decisions made by the city which include threshold determinations under SEPA):

- ☐ Administrative Use Permit
- ☐ Building Permit
- ☐ Floodplain Development Permit
- ☐ Grading Permit
- ☐ Land Clearing Permit
- ☐ Public Facility Extension Agreement
- ☐ Short Subdivision

Type III Applications (quasi-judicial final decisions made by the hearing examiner following a recommendation by staff):

- ☐ Conditional Use Permit
- ☐ Preliminary Plat
- ☐ Special Exceptions

- ☐ Special Home Occupation Permit
- ☐ Substantial Shoreline Development Permit
- ☐ Surface Mining Permit
- ☐ Temporary Use Permit
- ☐ Variance

Type IV Applications (quasi-judicial decisions made by the city council following a recommendation by the hearing examiner):

- ☐ Rezone (site-specific)

OTHERS - as may apply:

- ☐ SEPA
- ☐ SHORELINE EXEMPT
- ☐ _____
- ☐ _____



CITY OF AUBURN

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www.auburnwa.gov

TEXT AMENDMENT APPLICATION

CITY CODE TEXT AMENDMENT – SUBMITTAL CHECKLIST

DIGITAL COPIES OF WRITTEN MATERIALS & GRAPHICS

- ☐ Please provide a labeled readable compact disc(s) containing digital versions of all submitted written materials and plans and graphics for use by the City of Auburn during the rezone review process. Staff will use this information in report preparation and public noticing so please be sure to provide current and accurate information. Written materials should be submitted to be compatible with Microsoft Office desktop software products. Plans and graphics should be submitted in *pdf* or *tif* format.

APPLICATION FEES - Make checks payable to the City of Auburn

- ☐ All application fees, including, but not limited to: Rezone, Environmental Review, and Public Notice Board Posting Fee. Some fees will not be invoiced until actual costs are known. Link to current fee schedule can be found @ <http://www.auburnwa.gov/community/about/forms.asp> under 2010 Fee Schedule

WRITTEN MATERIALS – Total of ten (10) copies unless otherwise noted

- ☐ A. **APPLICATION FORM** Provide a **completed** application form signed by the property owner(s) and/or applicant with the completed Application Submittal Checklist. (**One [1] original and 9 copies**)
- ☐ B. **LETTER OF AUTHORIZATION** Provide a letter of authorization to act contained with this application packet inclusive of all required signatures.
- ☐ C. **CONCURRENT APPLICATIONS FORM** Identify applications that are being submitted concurrent with the map amendment application. Make sure to mark off rezone and SEPA (if applicable).
- ☐ D. **WRITTEN STATEMENT** about how the proposed text amendment complies with following decision criteria:
1. The intent of the zoning code and the comprehensive plan of the City. Is the text amendment consistent with the comprehensive plan?
 2. Reason/purpose for the proposed text amendment.

EXHIBIT B (DUC PEDESTRIAN STREET MAP)

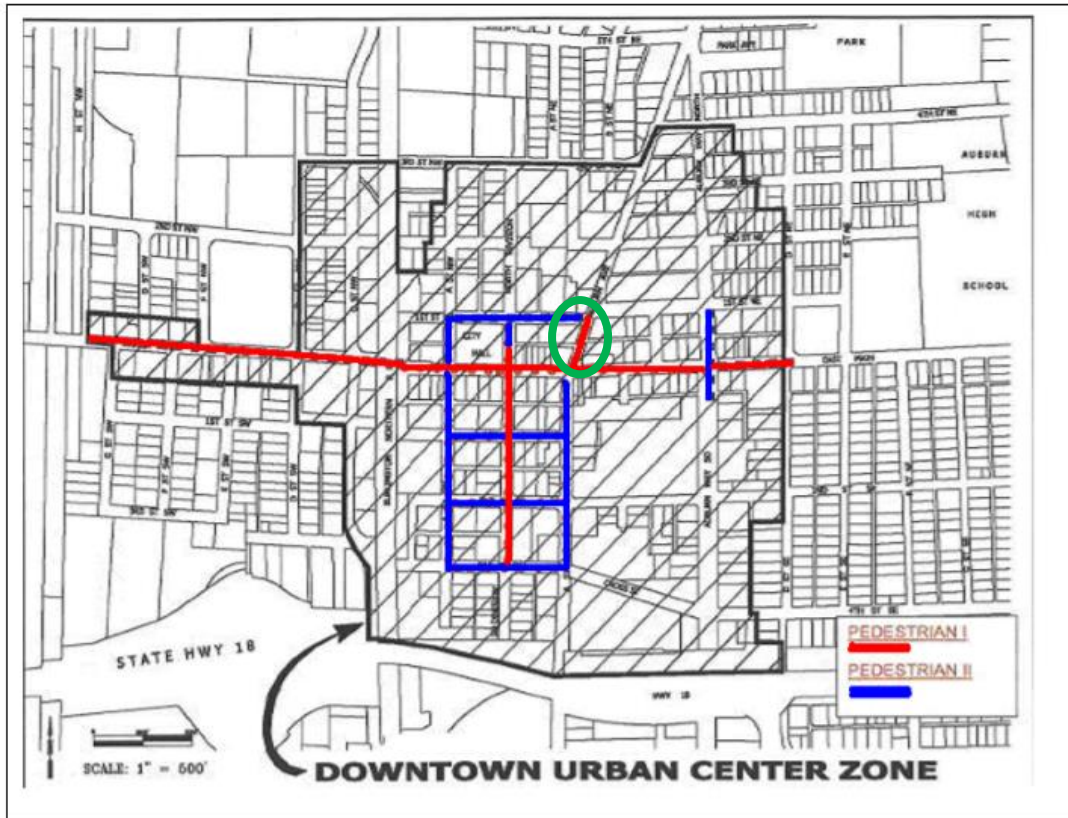


EXHIBIT C
(Downtown Design Standards Excerpts
– Section in Red Text Highlights the
Uses Allowed on Pedestrian I and II
Streets)

ADDITIONAL GUIDELINES FOR DEVELOPMENT SITES ADJACENT TO **PEDESTRIAN STREETS**
Site Design

ADDITIONAL GUIDELINES FOR
 DEVELOPMENT SITES ADJACENT TO

PEDESTRIAN STREETS

1. LIMITATIONS ON DRIVEWAYS

Intent: maintain a continuous sidewalk by minimizing driveway access

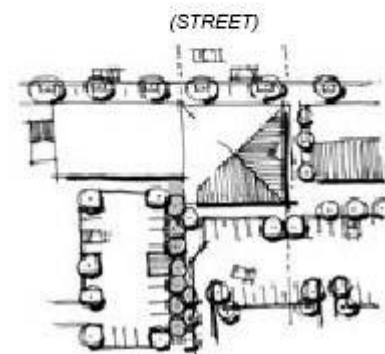
- A. Curb cuts are prohibited on Main Street and also on other Pedestrian I Streets, unless access from no other street is available.



2. LOCATION OF PARKING

Intent: reduce the visual impact of parking and enhance the pedestrian experience

- A. Parking shall be located under or behind buildings or within structures.
- B. On all Pedestrian Streets, surface parking lots are not permitted between the building and the right-of-way.



3. LOCATION OF DRIVE-THROUGH LANES

Intent: preserve a safe and comfortable pedestrian experience

- A. Drive-through lanes are not allowed between the building and the public right-of-way on Pedestrian I Streets.

ADDITIONAL GUIDELINES FOR DEVELOPMENT SITES ADJACENT TO **PEDESTRIAN STREETS**
Building Design

1. **LAND USE**

Intent: ensure a rich, uninterrupted mixture of lively activities aimed at people on foot

A. Along Pedestrian I Streets, ground floor uses that face the sidewalk shall be retail, restaurant or personal service uses.



B. Along Pedestrian II Streets, ground floor office and residential uses are also acceptable when facing the sidewalk.

2. **PROXIMITY TO SIDEWALK**

Intent: reinforce an active pedestrian experience along Pedestrian Streets

A. Buildings along Pedestrian Streets shall be set immediately at the back of the sidewalk, with the exception of providing open space for public use such as plazas, courtyards and seating areas.



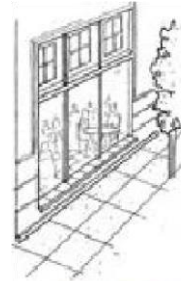
B. Water run-off from canopies/awnings should be controlled by gutter or other means.

ADDITIONAL GUIDELINES FOR DEVELOPMENT SITES ADJACENT TO **PEDESTRIAN STREETS**
Building Design

3. GROUND LEVEL TRANSPARENCY

Intent: strongly encourage that structures provide a visual connection with pedestrians between activities inside and outside of buildings

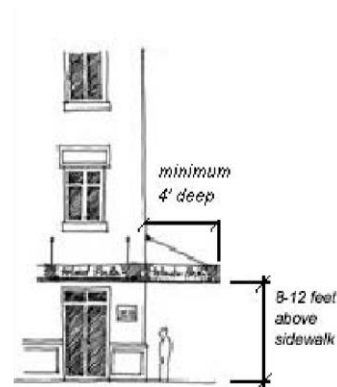
- A. Along Pedestrian I Streets, a minimum of 80% of any ground floor façade (between two (2) feet and 12 feet above grade) facing a street or public space shall be comprised of clear, “vision” glass. Placement of office equipment or other similar items shall not be located along the clear vision glass façade that would completely inhibit the visibility into and out of the building space.
- B. Along Pedestrian II Streets, a minimum of 60% of any ground floor façade (between two (2) feet and 12 feet above grade) facing a street or public space shall be comprised of clear, “vision” glass. Placement of office equipment or other similar items shall not be located along the clear vision glass façade that would completely inhibit the visibility into and out of the building space.
- C. Along Main Street, doors and windows should reflect the historic Main Street rhythm of 25-foot wide storefronts.
- D. Frosting, tinting, or other similar glass affects that inhibit the visibility into and out of the building space is prohibited.



4. WEATHER PROTECTION

Intent: provide pedestrians with protection from the weather and engaging exterior space to sit, eat, and walk

A. While canopies, awnings, and other types of overhangs are not required, canopies, awnings, and other types of overhangs may be included if they provide protection from the weather (including solar protection from radiant heating or fading), help create an inviting place for outdoor seating or dining area, or enhance the feeling of safety through integral lighting.



B. The minimum depth of any canopy, awning, or other type of overhang must be in proportion to the use. The vertical dimension between the underside of the canopy, awning, or other type of overhang and the sidewalk shall be at least eight (8) feet and no more than twelve (12) feet.



C. Canopies, awnings, and other types of overhangs shall be shed or marquee style, except that bowed awnings may be used over arched building entrances and/or windows.

D. Weather protection can be combined with the method used to achieve visual prominence at building entrances.

E. Canopies not made of a combined metal and glass assembly that allows transmission of light and that extends three feet side-to-side beyond a door or building opening must have integral lighting systems, scone lighting, or some other additional lighting to prevent dark, shadow-filled spaces under the canopy, awning, or other type of overhang.

ADDITIONAL GUIDELINES FOR DEVELOPMENT SITES ADJACENT TO **PEDESTRIAN STREETS**
Sign Design

1. PEDESTRIAN ORIENTATION

Intent: provide signs that activate and strengthen the pedestrian realm

- A. Signs shall be primarily oriented to pedestrians, rather than people in vehicles. The following are types of signs that are encouraged along Pedestrian Streets:
1. Blade signs (projecting over sidewalk)
 2. Window signs (painted on glass or hung behind glass)
 3. Logo signs (symbols, shapes)
 4. Wall signs over entrance.
- B. Monuments signs are permitted on pedestrian streets only if the following are met:
1. The sign is setback from the back of sidewalk;
 2. Does not create a sight distance hazard;
 3. Does not block pedestrian access;
 4. The sign is providing pedestrian wayfinding and not oriented to vehicles; and
 5. Does not conflict with requirements to meet the American with Disabilities Act.
- C. Signs shall be evaluated with respect to size, scale, and relationship to other signs, function, location and other factors.



EXHIBIT D

(Aerial and Street View Images)

2015 Aerial Image:



West Side of Auburn Avenue between Main and 1st Street NE



East Side of Auburn Avenue between Main and 1st Street NE



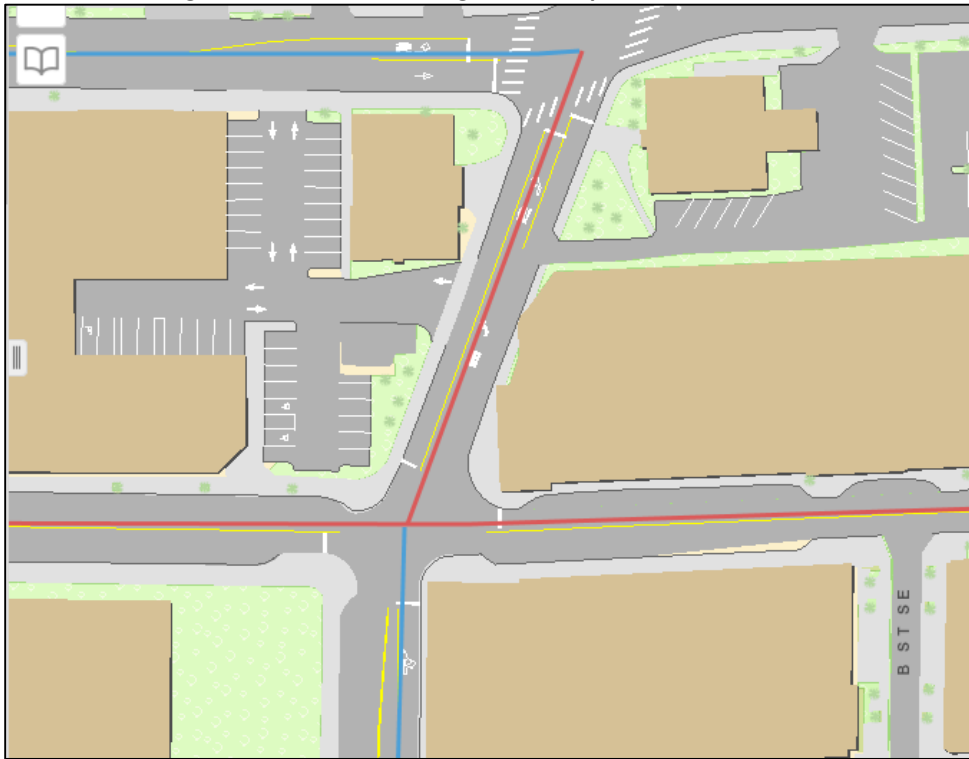
From Auburn Avenue looking west. Stone building is that which would be most affected by the change. If approved, this building or pad could be occupied with office uses. To the right of the stone building is 1st Street NE and the hospital property.



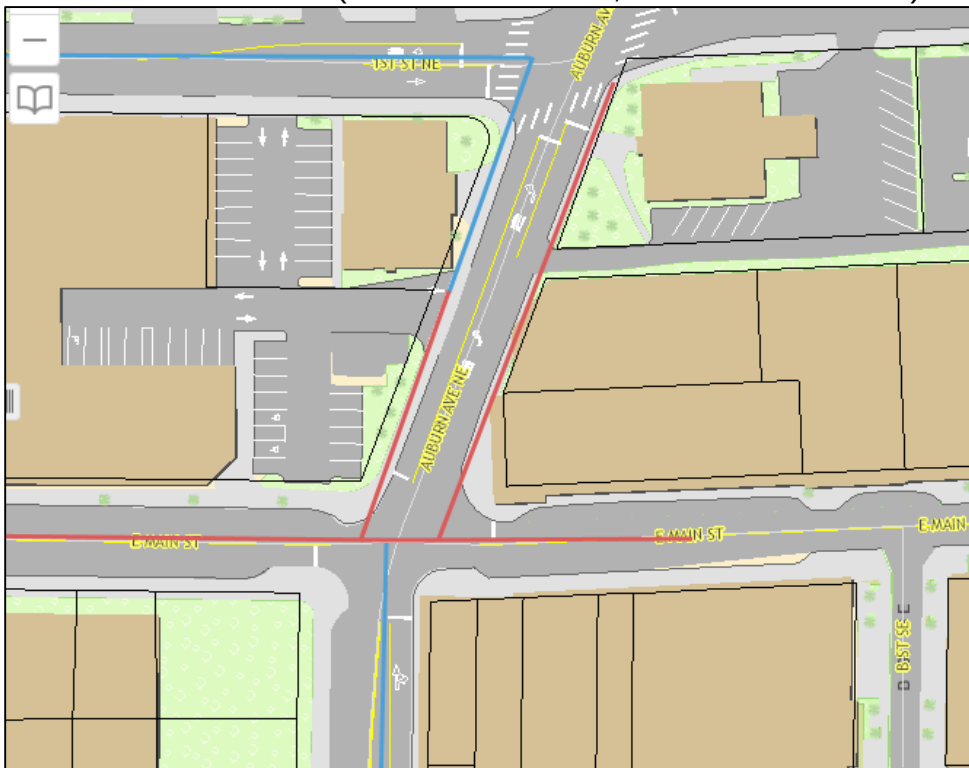
EXHIBIT E

(Map Comparison)

Current Designation Street Designations (Red = Pedestrian I; Blue = Pedestrian II)



Staff Recommendation (Red = Pedestrian I; Blue = Pedestrian II)





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5270

Date:

February 14, 2017

Department:

Public Works

Attachments:

[Res 5270 and Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5270.

Background Summary:

The contract adopted by Resolution No. 5270 will allow City of Algona to continue to utilize the City of Auburn's Decant Facility to dump Vector waste material on a space limited basis. The City of Auburn will also supply street sweeping services for the City of Algona on an as needed basis. Algona also agrees to participate in long term decant facility improvements.

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

Snyder

Meeting Date: February 21, 2017

Item Number: RES.A

RESOLUTION NO. 5 2 7 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY OF AUBURN AND THE CITY OF ALGONA FOR DECANT FACILITIES USAGE AND STREET SWEEPING SERVICES

WHEREAS, the City of Algona has inadequate facilities to handle the waste materials produced from their public works street sweeping and Vector maintenance; and

WHEREAS, the City of Auburn has sufficient capacity at their decant facility to handle the Algona waste materials and is willing to provide for the proper handling, processing and disposal of the City of Algona's street sweeper and Vector truck materials at a cost that is acceptable to the City.

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

Section 1. The Mayor of the City of Auburn is hereby authorized to execute an Interlocal Agreement between the City of Auburn and the City of Algona for Decant Facility Usage and Street Sweeping Services in substantial conformity with the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2017.

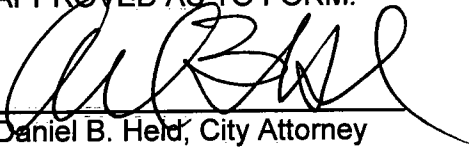
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Held, City Attorney

**CONTRACT FOR SERVICES
BETWEEN THE CITY OF ALGONA
AND THE CITY OF AUBURN
FOR DECANT FACILITIES USAGE
AND STREET SWEEPING SERVICES**

THIS AGREEMENT is made and executed by and between the City of Algona, a Washington municipal corporation, hereafter designated as "Algona," and the City of Auburn, a Washington municipal corporation, hereafter designated as "Auburn."

WHEREAS, Algona has inadequate facilities to properly handle the Waste Materials produced as a result of their Public Works street sweeping and Vactor maintenance activities; and

WHEREAS, Auburn has sufficient capacity at their decant facility to handle the Algona Waste Materials.

NOW, THEREFORE, for the consideration stated in this Agreement, Algona and Auburn do agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide for proper handling, processing and disposal of Street Sweeper and Vactor truck materials, herein referred to as "Waste Materials" generated by Algona.

2. RESPONSIBILITIES

The City of Algona shall deliver Waste Materials to the decant area of the City of Auburn Maintenance & Operations facility (hereafter, the "Facility"), currently located at 1305 C Street SW, during the hours of 7:00 am and 3:00 pm. The unloading of the Waste Materials by Algona at the Facility is to be done under the supervision of an Auburn employee at the Facility. Algona will only send operators to use the decant facility that have been properly trained by Auburn on the safe and efficient use of the facility and dumping of Waste Materials.

If conditions at the Auburn Facility require, Auburn reserves the right to request Algona to retain its Waste Materials until such time as the conditions at the Facility allow Auburn to accept the Waste Materials again. Auburn will give Algona as much advance notice of these conditions as is practicable. Auburn further reserves the right to reject any individual shipment of Waste Materials.

Auburn will provide for the dewatering and the disposal of the Waste Materials in compliance with all local, state, and federal permits pertaining to the dewatering and disposal of such Waste Materials.

3. VOLUME

Auburn shall accept from Algona's Waste Materials in the following volumes: not to exceed 20 tons per month or a total of 150 tons per year as measured at Auburn's truck scale. Auburn may accept Waste Material from Algona that exceeds these volumes upon the review of a written request from Algona. All such requests shall be made to Auburn's Public Works Maintenance and Operations Manager thirty (30) days in advance of proposed delivery of such additional Waste Materials.

4. COST FOR SERVICES

A. Waste Materials.

Algona shall pay Auburn \$30.00 per month base fee for administration costs and \$75.00 per ton of Waste Materials for processing, testing and disposal fee (measured as scale weight). Auburn will bill Algona on a quarterly basis.

B Sweeping Services.

Auburn will provide street sweeping services on an as needed basis to Algona at the rate of \$126.00 per hour for sweeper and operator; this does not include fees for the handling, processing and disposal of Waste Materials generated from sweeping.

Auburn reserves the right to increase these fees in response to increases in labor, disposal, and regulatory costs. Auburn shall give Algona at least sixty (60) days' advance written notification of any proposed fee increases.

5. DECANT FACILITY IMPROVEMENTS

Algona recognizes that the capacity of Auburn's Facility is limited and that additional capacity will need to be provided, as both Cities' waste disposal needs continue to grow, in order to provide long-term service to Algona.

If Auburn desires to investigate and plan for long-term capacity improvements to the decant process, including but not limited to improvements to the existing facility, Auburn shall endeavor to notify Algona and shall endeavor to include Algona in such investigation and planning, to the extent it is reasonably able to do, in keeping with Auburn's intended investigation and planning. By way of example only, and not by way of limitation, Algona and Auburn contemplate that subsequent amendments or agreements might address the following types of issues: planning, design and construction costs for potential improvements to the existing Facility or construction of a new decant facility. The parties agree that Auburn will act as lead entity in the all

aspects of any proposed improvement project. Auburn will consult in advance of any final decisions with Algona for the purposes of determining Algona's future needs and Algona's desire to participate in funding for an improved facility or a new facility.

6. TERM

The duration of this Agreement shall be for an initial term of three (3) years beginning January 1, 2017 through December 31, 2019, and may be extended thereafter for an optional, additional term of three (3) years beginning January 1, 2020 through December 31, 2022, by written amendment of the Parties, including but not limited to mutual agreement on proposed changes – increases or decreases – to the cost for services in Section 4 of this Agreement, not later than sixty (60) days prior to the end of the initial term. It is further provided, however, that either party may terminate this Agreement upon providing one hundred twenty (120) days' advance written notice to the other party.

7. REOPENER

Either party may request that any provision of this Agreement can be renegotiated by submitting a written request with fourteen (14) days' advance notice. Any amendment of this Agreement shall be in writing and shall be signed by both parties consistent with Section 13 of this Agreement.

8. HOLD HARMLESS AND INDEMNIFICATION

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

its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Algona, its agents, employees, officers and/or volunteers from any claims arising from the sole negligence of Algona, its agents, employees, officers and/or volunteers. No liability shall attach to Algona by reason of entering into this Agreement except as expressly provided herein.

- c. 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 Auburn and Algona, its officers, officials, employees, and volunteers, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- d. AUBURN SHALL HAVE NO LIABILITY FOR, AND SHALL BE HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS RESULTING FROM ALGONA DELIVERIES OR OTHERWISE ATTRIBUTABLE TO ALGONA, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS.

9. RESOLUTION OF DISPUTES AND GOVERNING LAW

a. Alternative Dispute Resolution If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the parties or through King County court procedures. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.

b. Applicable Law and Jurisdiction This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

10. WRITTEN NOTICE

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing. If written notice is provided by electronic mail (e-mail), then such written notice shall become effective one (1) business day after it is successfully sent.

11. NON-DISCRIMINATION

Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

12. SEVERABILITY

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this _____ day of _____ 2016.

CITY OF ALGONA

CITY OF AUBURN

David Hill Mayor
402 Warde Street
Algona, WA 98001

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

ATTEST:

ATTEST:

Dianna Quinn, City Clerk

Dani Daskam, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Dan Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5271

Date:
February 13, 2017

Department:
CD & PW

Attachments:
[Resolution No. 5271](#)
[Existing TIP #55](#)
[Proposed Modified TIP #55](#)
[New TIP #75](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution 5271.

Background Summary:

The purpose of this Resolution is for the City Council to set a time and date for a public hearing regarding a proposed modification to the 2017-2022 Transportation Improvement Program (TIP). The proposed modification is to update a project for which the City was awarded \$400,000 in design and construction phase funding by the Transportation Improvement Board (TIB), and to add a new project for which the City was awarded \$412,650 for design and construction phase funding by WSDOT. The projects are required to be in the City's TIP consistent with the award in order to obligate the grant funds and proceed with the project.

TIPo5, Auburn Way S Sidewalk Improvements, was newly programmed in the 2017-2022 TIP. The 2017-2022 TIP was adopted on June 20th, 2016 and is proposed to be modified now to reflect the secured grant award to provide sidewalks on one side of Auburn Way South only.

TIPs5, A Street SE Signal Safety and Traffic Operations, is a new project being added to the TIP to reflect the secured grant award.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 21, 2017

Item Number: RES.B

RESOLUTION NO. 5271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A HEARING DATE IN RELATION TO AMENDING THE 2017-2022 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN PURSUANT TO CHAPTER 35.77 OF THE REVISED CODE OF WASHINGTON

WHEREAS, the City is required to include projects in the Transportation Improvement Program (TIP) in order to be eligible to accept grant funds; and

WHEREAS, Revised Code of Washington 35.77.010 requires that the legislative body of each City is required to prepare and adopt a Comprehensive TIP for the ensuing six years. The program may at any time be revised by a majority of the legislative body of a City, but only after conducting a public hearing.

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

Section 1. PURPOSE. The purpose of this Resolution is for the City Council to set a time and date for a public hearing to amend the 2017-2022 Transportation Improvement Program, to modify one existing project for which the City has been awarded grant funding, and to add a new project for which the City has been awarded grant funding.

Resolution No. 5271
February 23, 2017
Page 1

Section 2. NOTICE OF HEARING. The Council hereby directs that a notice specifying the time and place of the public hearing shall be published one time in a newspaper of general circulation and the notice shall also be posted in three public places. Such public notice shall precede the public hearing by at least 10 days.

Section 3. DATE OF HEARING. Pursuant to the requirements of State law, a public hearing on said 2017-2022 Transportation Improvement Program will be held on the 6th of March, 2017, at 7:00 p.m., or as soon thereafter as reasonably possible, in the Council Chambers of the Auburn City Hall at 25 West Main Street in Auburn, Washington, before the City Council. All persons interested in said 2017-2022 Transportation Improvement Program may attend and testify at said hearing.

Section 4. AUTHORITY. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 5. EFFECTIVE DATE. This resolution shall be in full force and effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of February, 2017.

CITY OF AUBURN

Resolution No. 5271
February 23, 2017
Page 2

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid,
City Attorney

Resolution No. 5271
February 23, 2017
Page 3

Six Year Transportation Improvement Plan**TIP# 55****ARTERIAL PRESERVATION FUND (105)**

Project Title: **Auburn Way South (SR-164) Sidewalk Improvements**
 Project No: **cpxxxx**
 Project Type: **Capacity**
 Project Manager: **TBD**

STIP# AUB-xx**LOS Corridor ID# 4****Description:**

The project will construct missing sidewalks along both sides of Auburn Way S. The existing sidewalks currently end to the east of the intersection with 17th Street SE and restart to the west of the intersection with Muckleshoot Plaza. The sidewalk gap extends for approximately 1,700 feet.

Progress Summary:

Federal Grant funding was applied for in 2016.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2016 YE		Budget			Forecast Project Costs				Total Project Cost
	Prior to 2016	Estimate	2017	2018	2019	2020	2021	2022	Beyond 2022	
Funding Sources:										
Unrestricted Street Revenue	-	-	-	52,000	238,000	-	-	-	-	290,000
Unsecured Federal Grant	-	-	-	208,000	952,000	-	-	-	-	1,160,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	-	-	260,000	1,190,000	-	-	-	-	1,450,000
Capital Expenditures:										
Design	-	-	-	260,000	-	-	-	-	-	260,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	1,190,000	-	-	-	-	1,190,000
Total Expenditures:	-	-	-	260,000	1,190,000	-	-	-	-	1,450,000

Six Year Transportation Improvement Plan

TIP# 55

CAPITAL IMPROVEMENT FUND (328)

Project Title: **Auburn Way South (SR-164) Sidewalk Improvements**
 Project No: **cpxxxx**
 Project Type: **Capacity**
 Project Manager: **TBD**

STIP# AUB-xx

LOS Corridor ID# 4

Description:

The project will construct missing sidewalks along the north side of Auburn Way S. The existing sidewalk currently ends to the east of the intersection with 17th Street SE and restarts to the west of the intersection with Muckleshoot Plaza. The sidewalk gap extends for approximately 1,700 feet.

Progress Summary:

State grant funding was secured in 2016.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2016 YE Estimate	Budget			Forecast Project Costs					Total Project Cost
		Prior to 2016	2017	2018	2019	2020	2021	2022	Beyond 2022	
Funding Sources:										
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Secured State Grant(TIB)	-	-	77,000	323,000	-	-	-	-	-	400,000
REET 2	-	-	83,000	295,000	-	-	-	-	-	378,000
Other(102 Fund)	-	-	-	52,000	-	-	-	-	-	52,000
Total Funding Sources:	-	-	160,000	670,000	-	-	-	-	-	830,000
Capital Expenditures:										
Design	-	-	160,000	-	-	-	-	-	-	160,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	670,000	-	-	-	-	-	670,000
Total Expenditures:	-	-	160,000	670,000	-	-	-	-	-	830,000

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# 75

Project Title: **A Street SE Signal Safety and Traffic Operations**
 Project No: **CPXXXX**
 Project Type: **Non-Capacity, Safety**
 Project Manager: **TBD**

STIP# AUB-XX

LOS Corridor ID# N/A

Description:

This project will improve intersection traffic signal timing and operations, corridor coordination, traffic signal head visibility, and ADA accessibility along the A St SE Corridor between 3rd St SE and East Valley Highway Access Road.

Progress Summary:

Federal Grant was awarded in 2016. Design phase began in 2017 and construction is scheduled for completion in 2018. This project is eligible for full funding for all project phases obligated prior to August 31, 2017. The unbalanced funds budgeted below versus estimated costs is provided to cover the potential 10% match that would be required for phases that are obligated after that deadline.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Prior to 2016	2016 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
			2017	2018	2019	2020	2021	2022	Beyond 2022	
Funding Sources:										
Unrestricted Street Revenue	-	-	45,850	-	-	-	-	-	-	45,850
Secured Federal Grant	-	-	458,500	-	-	-	-	-	-	458,500
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
REET2	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	-	504,350	-	-	-	-	-	-	504,350
Capital Expenditures:										
Design	-	-	103,300	-	-	-	-	-	-	103,300
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	355,200	-	-	-	-	-	-	355,200
Total Expenditures:	-	-	458,500	-	-	-	-	-	-	458,500



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5273

Date:

February 8, 2017

Department:

Finance

Attachments:

[Resolution No. 5273](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5273.

Background Summary:

Seattle-King County Department of Public Health requests to enter into a contract with the City of Auburn for the Local Hazardous Waste Management Program. King County has extended \$49,019.76 for the City to promote the Neighborhood Natural Yard Care Program and provide hazardous waste education to residents in 2017 and 2018.

Neighborhood Natural Yard Care Program

Three workshop presentations will be given to the Lakeland Hills neighborhood in 2017 and the neighborhood near the Auburn Adventist Academy in 2018. The presentations will focus on various yard care techniques that contribute to environmental health and safety. This grant provides 22% of the \$28,000.00 allocated for this program. The Water and Storm Utilities split the remaining 78%.

Residential Hazardous Waste Education

Household hazardous waste education to residents will include: a postcard, flyer, or newsletter mailed to residents and a consultant to provide outreach at City-sponsored events.

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

Coleman

Meeting Date: February 21, 2017

Item Number: RES.C

RESOLUTION NO. 5 2 7 3

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 SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH REGARDING THE 2017-2018 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

WHEREAS, the Seattle King-County Department of Public Health has agreed to reimburse the City of Auburn in the amount of \$49,019.76 for costs associated with the City's Local Hazardous Waste Management Program; and

WHEREAS, in order to accept the monies offered by the Seattle-King County Department of Public Health, it is necessary for the City to enter into a services contract which specifies the administrative procedures governing the reimbursement of funds spent in the City's Local Hazardous Waste Management Program.

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

Section 1. The Mayor is hereby authorized to execute an Agreement between the City and King County for Local Hazardous Waste Management, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

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

Daniel B. Heid, City Attorney

EXHIBIT A

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # 1263 EHS	
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).					
RECIPIENT NAME City of Auburn			RECIPIENT FEDERAL TAX ID # 91-6001228		
RECIPIENT ADDRESS 25 W Main St. Auburn, WA 98001-4998			RECIPIENT CONTACT & EMAIL ADDRESS Joan Nelson jenelson@aubumwa.gov		
PHSKC DIVISION EHS			PROJECT TITLE Local Hazardous Waste Management Program		
AGREEMENT START DATE Jan 01 2017		AGREEMENT END DATE Dec 31 2018		AGREEMENT MAXIMUM AMOUNT \$49,019.76	
FUNDING DETAILS					
<u>Funding Source</u> County		<u>PHSKC Contract #</u>		<u>Amount</u> \$49,019.76	
				<u>Effective Dates</u> Jan 01 2017 TO Dec 31 2018	
FUNDING SUMMARY FEDERAL: \$0		COUNTY: \$49,019.76		STATE: \$0	
				OTHER: \$0	
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT: No					
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: EXHIBIT A – Scope of Work EXHIBIT B – Budget EXHIBIT C – Invoice					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/Agreements), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.					
RECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
					
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature

to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Recipient's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:
- "Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's 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. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at

<http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Recipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

**EXHIBIT A
SCOPE OF WORK**

**CITY OF AUBURN
1/1/2017-12/31/2018**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the relationship associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Auburn will assist in the promotion of natural yard care to one Auburn neighborhood through the King County Natural Yard Care Neighborhoods program.

The City will create and mail newsletters, flyers or postcards about household hazardous waste to Auburn residents, and also hire a consultant to provide outreach, education and presentations at public events.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.

- b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid and a check or warrant number.
- 3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
- 4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
- 5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
- 6. The City agrees to appropriately acknowledge the Program in all media produced -- in part or in whole -- with Program funds. Where feasible, the City will use the Program's logo. The intent of this provision is to further strengthen this regional partnership in the public's mind.
- 7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
- 8. This project shall be administered by Joan Nelson at the City of Auburn, 25 W Main Street, Auburn, at (253) 931-5103, (jenelson@auburnwa.gov) or her designee.
- 9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

- 1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
- 2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended.

The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-263-8241
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B

2017-2018 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Auburn
25 W Main Street,
Auburn, WA 98001-4998

Component Description	2017-2018 Budget	Total
Household Hazardous Waste Education	\$49,019.76	\$49,019.76
Household Hazardous Waste Collection		
TOTAL	\$49,019.76	\$49,019.76

Footnote: The 2017-2018 budget can be partly or totally spent in either 2017 and/or 2018 but cannot exceed the budget total in these two years.



INVOICE

Contract Number: 1263
Exhibit: C
Contract Period of Performance: 1/1/17-12/31/18

City of Auburn
25 W Main Street,
Auburn WA 98001-4998
Invoice Processing Contact: Joan Nelson
(253) 931-5103
jenelson@auburnwa.gov

Submit signed hardcopy invoice to:
Paul Shallow
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104

Invoice for services rendered under this
contract for the period of:

Start Date	End Date
1/1/17	12/31/18
MM/DD/YY	

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order # _____
Supplier Name: City of Auburn
Supplier # 1033
Supplier Pay Site: City of Auburn
Remit to Address _____
Invoice Date _____
Invoice # _____
Amount to be Paid _____
Note to AP _____
Payment Type (Circle One) CHECK or ACH
Print on Remittance _____
PH Program name & phone Paul Shallow (206) 263-8487

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount

Attach sheet for multiple POETAs

Expenditure Item	2017-18 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education	\$49,019.76				\$49,019.76
HHW Collection					
Total	\$49,019.76				\$49,019.76

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Subrecipient Signed _____ Date _____

PH Authorization / Approval _____ Date _____

Print Name _____

For Public Health Use Only					
Date	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Initial					



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5274

Date:

February 8, 2017

Department:

Finance

Attachments:

[Resolution No. 5274](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5274.

Background Summary:

King County requests to enter into an interlocal agreement with the City of Auburn for the 2017-2018 Waste Reduction and Recycling (WRR) Grant Program. King County has appropriated \$75,698.00 for the City to promote waste reduction and recycling to businesses, residents, and schools.

The grant funding will be used to support the following: Community Yard Sale, Bulky Item Collection, classroom presentations, school waste audits, outreach at City-sponsored events, and business food waste reduction outreach.

This WRR Grant provides a 25% match to Department of Ecology's Coordinated Prevention Grant (CPG). WRR funds will provide \$5,016.00 to match the remaining of the 2015-2017 CPG Grant and \$11,750.00 to match the 2017-2019 CPG Grant. Both grants include the Community Yard Sale, school outreach, and outreach at City-sponsored events.

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

Coleman

Meeting Date: February 21, 2017

Item Number: RES.D

RESOLUTION NO. 5 2 7 4

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 TO IMPLEMENT THE 2017-2018 WASTE REDUCTION AND RECYCLING GRANT PROGRAM AND ACCEPTING PROGRAM GRANT FUNDS

WHEREAS, King County and the City of Auburn have adopted the King County Solid Waste Management Plan, which includes recycling and waste reduction goals; and

WHEREAS, in order to help meet these goals, the King County Solid Waste Division has established a Waste Reduction and Recycling Grant Program for the suburban cities; and

WHEREAS, this program provides funding to further the development of local waste reduction and recycling for Auburn businesses and residents.

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

Section 1. The Mayor is hereby authorized to execute an Agreement between the City and King County for the 2017-2018 Waste Reduction and Recycling Grant Program and accepting program grant funds in the amount of \$75,698.00, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2017.

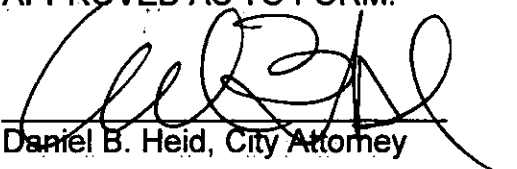
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Exhibit A

CONTRACT # 5902696

INTERAGENCY AGREEMENT FOR 2017 and 2018

Between

KING COUNTY and the CITY OF AUBURN

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Auburn adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Auburn by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2017 and 2018 shall not exceed \$75,698.
2. This Agreement provides for distribution of 2017 and 2018 grant funds to the City. However, grant funds are not available until January 1, 2017.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight (8), progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The city shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2019.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2018 and March 31, 2019.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2018 and January 2019, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six (6) months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2019.

5. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2021.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Attachment A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. This project shall be administered by Joan Nelson, Solid Waste and Recycling Supervisor, City of Auburn, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Auburn's budgeted grant funds for 2017-2018 are \$75,698.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Auburn" and/or "text provided courtesy of the City of Auburn."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2017 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2017, and shall terminate on June 30, 2019. The City shall not incur any new charges after December 31, 2018. However, if execution by either Party does not occur until after January 1, 2017, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2017 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Lucy Auster, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Joan Nelson, Solid Waste and Recycling Supervisor, or a provided designee
City of Auburn
25 West Main Street
Auburn, WA 98001

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

(Title)

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Date

**CITY OF AUBURN
SCOPE OF WORK
2017-2018 SOLID WASTE DIVISION
WASTE REDUCTION & RECYCLING GRANT**

A. BASIC INFORMATION

- 1. Applicant:** City of Auburn
- 2. Project Title:** City of Auburn Waste Reduction & Recycling Program
- 3. Grant Manager:** Joan Nelson, Solid Waste & Recycling Supervisor
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-5103
Fax: (253) 876-1900
Email: jenelson@auburnwa.gov
- 4. Project Manager:** Kathleen Edman, Solid Waste Customer Care Specialist
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-3047
Fax: (253) 876-1900
Email: kedman@auburnwa.gov
- 5. Billing Coordinator:** Consuelo Rogel, Financial Analyst
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 804-5023
Email: crogel@auburnwa.gov
- 6. Requested dollar amount:**

2017-2018 Grant Award	\$115,698.00
<u>4 - King County Special Recycling Events -</u>	<u>\$ 40,000.00</u>
2017-2018 Total	\$ 75,698.00

B. PROPOSED SCOPE OF WORK**Projects:**

- | | |
|----------------|---|
| Task #1 | Residential Recycling Education |
| Task #2 | School Environmental Education |
| Task #3 | Business Food Waste Reduction & Donation Education |

Project Managers: Auburn's Solid Waste Customer Care Specialist will implement and manage the projects. The Solid Waste & Recycling Supervisor will manage the administration tasks of the Grant (budget, reporting, and reimbursements). Both positions are fully funded by the City of Auburn Solid Waste Division.

Schedule: January 1, 2017 - December 31, 2018

Goals: To increase the awareness of and participation in Auburn's waste reduction and recycling programs, and to increase waste diversion in the Residential, School and Business waste streams.

Background:

Residential Community

The City of Auburn provides recycling, waste prevention, and food scrap collection outreach and education to residents through media avenues such as: newsletters, postcards, advertising, website announcements, social media, phone messages, flyers, and recycling events. The City also provides an "at home" city-wide yard sale opportunity for single-family and mobile home park residents to promote reuse. The City recognizes the importance of educating its diverse community about different methods of waste reduction and recycling and publishes newsletters and articles, gives classroom waste reduction and recycling presentations, staffs educational tables at community events, and provides resources to residents who ask for assistance.

Auburn School District (ASD)

City of Auburn Solid Waste Division continues to work closely with ASD's Resource Conservation Manager to promote waste reduction and recycling in the Auburn schools. The ASD is committed to sustainability and strives to continue reducing its waste stream. The City of Auburn provides classroom presentations to elementary students, waste reduction lunchtime activities to secondary students, and participates in various ASD sustainability programs. Many Auburn schools participate in the King County Green Schools and Washington Green Schools Programs.

The City of Auburn has contracted with the University of Washington (UW) to participate in a pilot project called Livable Cities. One of 20 projects, the Solid Waste Division project will consist of working with a UW professor and students to provide food waste reduction and donation outreach to the ASD custodial and kitchen staff. College students will conduct data and observation tracking on food wasted in school cafeterias, waste audits, and outreach and education to students they contact at the waste audit events. The UW students will summarize the findings to be used in support of the King County Green Schools Food Waste Reduction and Food Share Pilot Project and future implementation in the ASD.

Business Community

The City of Auburn provides recycling, waste prevention, and food scrap collection outreach and education to businesses through media avenues such as: postcards, advertising, website announcements, social media, flyers, on-site visits, and supports the contracted hauler outreach and education efforts. The City recognizes the importance of educating its diverse business community and provides employees with waste reduction and recycling training and walk-thru waste audits to those who ask for assistance.

Task #1: Residential Recycling Education

A. Program/ Project Description

- **Residential Recycling Outreach & Assistance:** The City of Auburn will use different forms of media, presentations, and promotional items to promote waste reduction and recycling programs. The City will produce and mail a postcard to all single-family residents promoting information on waste prevention, reuse, and recycling. In 2017 and 2018, the City's consultant

will continue providing outreach to residents through the recycle cart check projects and through community events. The City will also continue to coordinate Christmas Tree Recycling and Holiday Styrofoam Collection events each year:

- Residential Community Yard Sale: The City will promote waste reduction and reuse by sponsoring a three-day city-wide yard sale for all single-family residents the first and second week of June (one in north Auburn and one in south Auburn).

B. Deliverables

- Residential Recycling Outreach & Assistance: The City will produce or have professionally produced media pieces, displays, and promotional items, which may include, but are not limited to: posters, postcards, flyers, stickers, environmental tool kits, and decals. These materials will be used to promote waste reduction and recycling.
- Residential Community Yard Sale: The "Yard Sale Kits" available to participants and various forms of advertisements will be the deliverables.

C. Expected Outcomes/ Impacts

- Residential Recycling Outreach & Assistance: Postcards, flyers, advertisements, and social media announcements will promote upcoming City and County events and inform residents about resources available for waste reduction and recycling specific to their home. The City will increase awareness of and participation in the City's Waste Reduction and Recycling Program.
- Residential Community Yard Sale: The city-wide yard sale will encourage residents to reduce waste and reuse.

D. Evaluation

- Residential Recycling Outreach & Assistance: The City will record the number of postcards, flyers, and articles created and distributed to City of Auburn residents (Single Family/Duplex and Mobile Home Park). The City will record the number of displays and promotional items created, displayed or distributed. Recycle cart check results before and after outreach is conducted will determine whether program efforts are successful.
- Residential Community Yard Sale: The City will record the number of participants and the number of "Yard Sale Kits" distributed. An online survey will also be conducted, determining the number of items sold or given away.

Task #2: School Environmental Education

A. Program/ Project Description

- School Programs & Presentations: City staff and a consultant will continue to provide Waste Reduction & Recycling and Worm Composting presentations to elementary school classrooms and other schools upon request.
- Livable Cities Project: A consultant will work with the Auburn School District Resource Conservation Manager (RCM) on waste reduction and recycling programs for the schools. City staff will work with the UW professor and students to promote food waste reduction.

B. Deliverables

- School Programs & Presentations: The number of classroom presentations and lunchtime activities will be a deliverable and the amount of materials recycled at the Auburn Schools will also be a deliverable. Pre- and post-classroom presentation surveys will be completed.

- Livable Cities Project: The type of food materials thrown away and observation of behavior data will be the deliverables.

C. Expected Outcomes/ Impacts

- School Programs & Presentations: City staff and the consultant will promote valuable lessons about waste reduction and recycling to students and teachers. These lessons will then be shared with parents and may influence purchasing and disposal decisions.
- Livable Cities Project: City staff and college students will promote food waste reduction and recycling to students and will track data and observations, supporting the idea of a Food Share Program implementation in the ASD.

D. Evaluation

- School Programs & Presentations: The City will record the number of classroom presentations and lunchtime activities given to Auburn students. The pre-and post-classroom presentation surveys will determine the effectiveness of the information presented. The amount of materials recycled at each school will be tracked by the RCM.
- Livable Cities Project: The City and UW students will record the type of food materials thrown away and observations of behavior. Final information will be summarized for each waste audit event.

Task #3: Business Food Waste Reduction & Donation Education

A. Program/ Project Description

- Business Food Waste Reduction & Donation Outreach & Assistance: The City of Auburn will use different forms of media and employee trainings to promote food waste reduction and donation programs. The City will produce and mail a postcard to all food distributors, manufacturer and restaurants promoting information on food waste prevention and donation.

B. Deliverables

- Businesses Food Waste Reduction & Donation Outreach & Assistance: The City will produce or have professionally produced media pieces, signage, posters, and labels. The City will also purchase indoor food waste collection containers and decals. These materials will be used to promote food waste reduction and donation.

C. Expected Outcomes/ Impacts

- Businesses Food Waste Reduction & Donation Outreach & Assistance: Media pieces, signage, posters, and labels will promote food waste reduction and inform businesses and employees about resources available for food waste reduction and donation specific to their businesses. The City will increase awareness of and participation in the City's Food Waste Reduction and Donation Program.

D. Evaluation

- Businesses Food Waste Reduction & Donation Outreach & Assistance - The City will record the number of postcards, flyers, signs, labels, and posters created and distributed to City of Auburn businesses. The City will record the number of indoor food waste containers and decals distributed to Auburn businesses.

C. PROPOSED BUDGET

	2017	2018
<u>Task #1 Residential Recycling</u>		
Residential Recycling Outreach & Assistance	\$16,392.60	\$ 2,670.40
Residential Community Yard Sale	\$ 1,625.00	\$ 1,625.00
Total Task #1	\$18,017.60	\$ 4,295.40
<u>Task #2 School Environmental Education</u>		
Schools Program Outreach & Assistance	\$16,750.00	\$ 2,625.00
Livable Cities Project	\$ 5,000.00	\$ 0.00
Total Task #2	\$21,750.00	\$ 2,625.00
<u>Task #3 Business Food Waste Reduction & Donation Education</u>		
Business Food Waste Outreach & Assistance	\$12,000.00	\$12,000.00
Business Food Waste Outreach - Supplies	\$ 2,505.00	\$ 2,505.00
Total Task #3	\$14,505.00	\$14,505.00
TOTAL 2017-2018 GRANT FUNDING	\$54,272.60	\$21,425.40

2017-2018 CITY OF AUBURN - KING COUNTY WRR GRANT		
Maximum Eligible 2017-18 Funds	\$115,698.00	
Less Special Recycling Events (4 @ \$10,000 each)	\$40,000.00	
Adjusted Eligible Funds	\$75,698.00	
Match for CPG Projects (25% of CPG)	\$16,848.20	
Adjusted Eligible Funds for WRR Projects	\$58,849.80	
Task #1 Residential Recycling	Projected 2017 Expenses	Projected 2018 Expenses
Residential Outreach & Assistance (WRR)		
Promotion & Outreach:		
Outreach Materials	\$1,206.90	\$1,170.40
Purchases Total	\$1,206.90	\$1,170.40
Consultant & Contract Services:		
Provide waste reduction outreach and conduct recycle cart checks.	\$9,000.00	\$0.00
Consultant Total	\$9,000.00	\$0.00
Residential Outreach & Assistance (CPG Match)		
Promotion & Outreach:		
Outreach Materials	\$3,185.70	\$0.00
Purchases Total	\$3,185.70	\$0.00
Consultant & Contract Services:		
Provide waste reduction outreach and conduct recycle cart checks.	\$3,000.00	\$1,500.00
Consultant Total	\$3,000.00	\$1,500.00
Residential Community Yard Sale (CPG Match)		
Promotion & Outreach:		
Promotion Ads and Materials	\$1,625.00	\$1,625.00
Purchases Total	\$1,625.00	\$1,625.00
Task #1 Total	\$18,017.60	\$4,295.40

Task #2 School Environmental Education	Projected 2017 Expenses	Projected 2018 Expenses
Schools Program Outreach & Assistance (WRR)		
Purchases:		
Presentation and waste audit materials	\$750.00	\$750.00
Purchases Total	\$750.00	\$750.00
Consultant Services:		
Provide classroom presentations (3rd grade), school building waste audits, recycle start-ups & tune-ups, staff trainings and promote King County School Programs and Washington Green Schools Programs.	\$12,000.00	\$0.00
Livable Cities School Outreach	\$5,000.00	\$0.00
Consultant Total	\$17,000.00	\$0.00
Schools Program Outreach & Assistance (GPG Match)		
Purchases:		
Presentation and waste audit materials	\$250.00	\$0.00
Purchases Total	\$250.00	\$0.00
Consultant Services:		
Provide classroom presentations (3rd grade), school building waste audits, recycle start-ups & tune-ups, staff trainings and promote King County School Programs and Washington Green Schools Programs.	\$3,750.00	\$1,875.00
Consultant Total	\$3,750.00	\$1,875.00
Task #2 Total	\$21,750.00	\$2,625.00
Task #3 Business Food Waste Reduction & Donation		
Containers & Supplies (WRR)		
Purchases:		
Containers & Supplies	\$2,505.00	\$2,505.00
Purchases Total	\$2,505.00	\$2,505.00
Consultant & Contract Services:		
Provide business food waste reduction trainings and waste audits. Track business participation and diversion data.	\$12,000.00	\$12,000.00
Consultant Total	\$12,000.00	\$12,000.00
Task #3 Total	\$14,505.00	\$14,505.00
TOTAL PROJECTED EXPENSES	\$54,272.80	\$24,425.40
2017-2018 Total		\$75,698.00

2017-2018 Grant Guidelines**Program Eligibility:**

Grant funds may be used for a variety of Waste Reduction & Recycling (WR/R)-related programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall WR/R program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted King County Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov.

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events (RCEs), including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water conservation - i.e. rain barrels
- Energy conservation
- Water quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
 - > Treated wood
 - > Paint
 - > Lead acid batteries
 - > Oil, gasoline, and antifreeze
 - > Fluorescent lights
- Household Hazardous Waste (HHW) education programs

Cities should pursue funding for HHW collection or education programs through the King County Local Hazardous Waste Management Program (LHWMP) or the Washington State Department of Ecology Coordinated Prevention Grant (CPG) Program.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 20, 2018 and March 19, 2019. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment A) must be used when submitting requests for reimbursement.

By the 5th working day of January 2017 and January 2018, cities must notify the Solid Waste Division (SWD) of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments, and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle (June 30, 2019). (Note: The final request for reimbursement would still need to be submitted by March 19, 2019.) All progress and final reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

Formal amendments to grant Interagency Agreements (IAAs) are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact SWD when considering changes to their scopes and budgets to determine if a formal amendment is needed.



17-Jan-17

Cert#: 10644

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

King County Solid Waste Division
Attn: Lucy Auster - Project Manager
201 S Jackson St, Ste 701
Seattle, WA 98104

Fax: 206-575-7426

RE: City of Auburn
Waste Reduction & Recycling Grant Agreement - Contract #5902696

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson
Deputy Director

cc: Rob Roscoe
Joan Nelson

clcttr

BUDGET SUMMARY REPORT FORM
2017-2018 Waste Reduction & Recycling Grant Program

City: _____ Date: _____
 Address: _____ Phone: _____
 _____ Invoice #: _____
 _____ Report Period: _____
 Preparer's Name: _____ Contract #: _____

Total amount requested this period: _____
 Total amount previously invoiced: _____
 Original interlocal amount: _____
 Total amount charged to date: \$ -
 Amount remaining for completion of interlocal: \$ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

For King County Use

Contract # 0
 Project 1126942 Org 720122 Exp. Account 54150 Task 22.000
 Purchase Order # _____ Requisition # _____ Receipt _____
 Supplier # _____ Supplier Pay Site _____ Invoice # _____ Payment Type _____

Total charges this period are approved for payment: \$ _____
 Project Manager: _____ Date _____

Contract # _____

Check # & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5275

Date:

February 8, 2017

Department:

Finance

Attachments:

[Resolution No. 5275](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5275.

Background Summary:

City financial management policies, which are approved as part of the Biennial Budget, provide for issuance of interfund loans with approval from Council. Interfund loans provide operational flexibility to cover authorized expenditures, such as when the City is awaiting reimbursement of expenses from grants, the collection of user fees such as vehicle license fees, or receipt of tax credits.

Council approval of Resolution No. 5275 will authorize the City's Finance Department to prepare an interfund loan, if and when it may be needed, from the General Fund and/or the Cumulative Reserve Fund to a fund or funds supported by grants, fees, or tax credits in the event the City is awaiting reimbursement of federal, state or local grant funds, collection of user fees, or receipt of tax credits. The authority is limited to \$2.5 million and the resolution is effective for 3 years through February 2020, at which time its authority will lapse.

Council authorization is requested to enable the aforementioned flexibility in managing the City's short-term funding needs in the street programs, Community Development and Block Grant Fund, and Local Revitalization Area Debt Service Fund.

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

Coleman

Meeting Date: February 21, 2017

Item Number: RES.E

RESOLUTION NO. 5 2 7 5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE TRANSFER OF FUNDS FOR THE PURPOSE OF MAKING LOANS FROM THE GENERAL FUND AND/OR THE CUMULATIVE RESERVE FUND TO FUNDS SUSTAINED BY GRANTS, FEES, OR TAX CREDITS SUSTAINED OR PROJECT FOCUSED SPECIAL REVENUE FUND FOR UP TO A THREE-YEAR PERIOD OF TIME

WHEREAS, there may be insufficient funds available from time to time during the period February 2017 to February 2020 in a fund or funds supported by grants, fees, and/or tax credits, such as the street funds, the Community Development and Block Grant Fund, or the Local Revitalization 2010 C&D Bond Debt Service Fund, herein referred to as a "Grant, Fee, or Tax Credit Sustained Fund" to cover authorized expenditures while the City waits for reimbursement of federal, state and local grant monies which have been approved for allocation to the City and for which contracts have been executed, or for the collection of user fees, such as vehicle license fees, or for the receipt of tax credits from the State of Washington; and

WHEREAS, the General Fund and/or the Cumulative Reserve Fund have sufficient funds from which to transfer funds in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) for the purpose of making loans to cover authorized expenditures in a Grant, Fee, or Tax Credit Sustained Fund; and

WHEREAS, in the event a loan is made from the General Fund (Fund No. 001) and/or the Cumulative Reserve Fund (Fund No. 122) to a Grant, Fee,

or Tax Credit Sustained Fund as provided above, the loans shall be interest free.

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

Section 1. **Purpose.** Authorization is hereby given during the time period February 2017 to February 2020 for the transfer of funds to a Grant, Fee, or Tax Credit Sustained Fund, when there are insufficient funds available therein to cover authorized expenditures while the City waits for federal, state and local grant monies or user fees which have been approved for allocation to the City and for which contracts have been executed, or for the collection of user fees, or for the receipt of tax credits, in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) from the General Fund and/or the Cumulative Reserve Fund for the purpose of making an interest free loan.

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

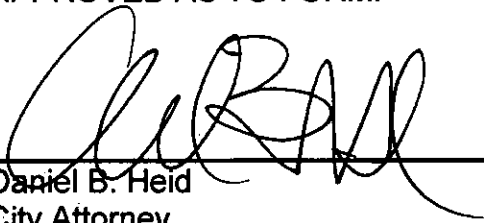
DATED and SIGNED this _____ day of _____, 2017.

Nancy Backus
MAYOR

ATTEST:

Danielle Daskam
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5278

Date:

February 14, 2017

Department:

Finance

Attachments:

[Res 5278](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve Resolution No. 5278

Background Summary:

Resolution No. 5278 levies the 0.1% sales tax credit against the state sales tax for annexation of the Lea Hill Area. Washington State Senate Bill 6686 authorizing the tax credit was passed by the state legislature during the 2006 regular session. The intent of the legislation was to provide financial assistance to cities with Planned Annexation Area (PAA's) that did not produce revenues sufficient to cover the costs of urban levels of services. The tax credit will provide funding, along with the other revenues of the area, to provide those services.

The City moved forward with the annexation of Lea Hill based upon the availability of this tax credit. Cities wishing to take advantage of this tax credit incentive had to commence annexation prior to January 1, 2010. The tax credit is available to the City for up to 10 years and is limited to the maximum of a 0.1% credit against the state tax or the difference between the City's cost to provide, maintain, and operate municipal services for the annexation areas and the general revenues that the City receives from the annexation area during a given year. The tax credit began July 1, 2008 and will sunset June 30, 2018.

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

Coleman

Meeting Date: February 21, 2017

Item Number: RES.F

RESOLUTION NO. 5 2 7 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AUTHORIZING THE
CITY OF AUBURN TO IMPOSE A SALES AND USE
TAX AS AUTHORIZED BY RCW 82.14.415 AS A
CREDIT AGAINST STATE SALES AND USE TAX,
RELATING TO ANNEXATIONS

WHEREAS, this is not a new tax but a reallocation of the sales tax already collected by the state which will then be remitted to the City to assist with funding the costs of the newly annexed area; and

WHEREAS, in accordance with Chapter 35A.14 RCW, on the 16th day of January, 2007 and on the 16th day of April, 2007, the City Council of the City of Auburn, Washington, passed its Resolution Nos. 4138 and 4176, respectively, calling for special elections to be held in connection with the primary election on August 21, 2007, at which election the question of annexation was presented to the voters of the Lea Hill Annexation Area; and

WHEREAS, the notice of intention to annex was filed with the King County Boundary Review Board and subsequently approved; and

WHEREAS, in accordance with Chapter 35A.14 RCW the annexation was put to a vote of the people in the annexation area on August 21, 2007; and

WHEREAS, the King County Records, Elections and Licensing Services Division, on September 5, 2007, certified that the referendum had been approved by the voters; and

WHEREAS, following a favorable vote on the annexation proposition, the City Council of the City of Auburn, Washington, adopted its Ordinance No. 6121, on September 17, 2007, annexing said Lea Hill Annexation Area, an

annexation area that has a population of at least ten thousand people; and

WHEREAS, the City Council of the City of Auburn, Washington, finds and determines that the projected cost of at least \$7,406,976.00 to provide municipal services to the annexation area exceeds the projected general revenue estimated to be \$3,673,397.00 that the City would otherwise receive from the annexation area on an annual basis; and

WHEREAS, pursuant to RCW 82.14.415, the City is authorized, under the circumstances of this annexation, to impose a sales and use tax as authorized with that tax being a credit against the state tax.

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

Section 1. Purpose. The Auburn City Council does hereby authorize the City's Finance Director to set the threshold for imposing the sales and use tax credit at \$3,733,500.00 for the Lea Hill annexation area.

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

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

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5280

Date:

February 8, 2017

Department:

City Attorney

Attachments:

[Resolution No. 5280](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5280.

Background Summary:

The City of Auburn Police Department finds itself periodically required to call tow truck operators who will need to move or relocate a vehicle parked in an area, which for public safety or other reasons, needs to be moved. The obligation for such costs would be born by the vehicle owner, however, where the police department is involved in contacting the tow truck operators, it is appropriate that the tow truck operators enter into contracts with the City committing to certain standards and requirements for such services.

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

Heid

Meeting Date: February 21, 2017

Item Number: RES.G

RESOLUTION NO. 5 2 8 0

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING AND AUTHORIZING
THE EXECUTION OF POLICE DEPARTMENT TOW
COMPANY ROTATION LIST AGREEMENTS**

WHEREAS, the City of Auburn has a variety of tow companies operating within its corporate limits; and

WHEREAS, there are occasions when the City of Auburn Police Department needs to call, on a citizen's behalf, a tow company to have a vehicle removed from its current location, sometimes for traffic safety but sometimes for other purposes, whereby the obligation and responsibility for the tow payment would belong to the vehicle owner; and

WHEREAS, in those instances where the Auburn Police Department would be calling a tow company on another person's behalf, it is appropriate that a mechanism, which would include agreements with qualified tow truck operators, be put into place so that those matters could be handled expeditiously and conveniently for all concerned.

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

Section 1. That Tow Truck Rotation List Agreements in substantially the form of the copy of which is attached hereto marked as "Exhibit A" and incorporated herein by this reference, be, and the same hereby are, approved for use by the Police Department and identifying the qualified tow truck operators who would be called on a rotational basis for those instances where police department representatives would need to call on a citizen's behalf to have a vehicle moved from one location to another.

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

Resolution No. 5280

January 26, 2017

Page 1

RES.6

Page 166 of 280

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

Dated and Signed this _____ day of _____, 2017.

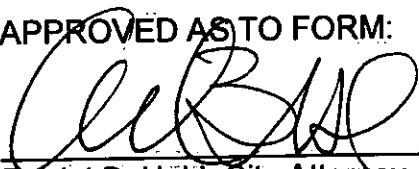
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5280

January 26, 2017

Page 2

RES.G

Page 167 of 280

CITY OF AUBURN
AGREEMENT FOR TOW CALL ROTATION LIST

THIS AGREEMENT made and entered into on this _____ day of _____, 2017, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City is seeking vehicles towing services operating within Auburn for a rotation list to be called when a police officer comes across the situation where a citizen's vehicle must be towed or moved; and

WHEREAS, the City has selected the Contractor to perform such services pursuant to certain terms and conditions; and

WHEREAS, the Contractor is qualified and able to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained; and

WHEREAS, as part of the consideration of being selected to provide such services, the City is asking that the Contractor agree to provide towing services upon the terms and conditions herein contained when summoned by the City's Police Department on behalf of or at the direction of the owner or operator of a vehicle, or in such other circumstances when vehicles need to be moved in connection with a police response or accident; and

WHEREAS, as further part of the consideration of being selected to provide such services, the City is asking that the Contractor agree to assist law enforcement in the City and in the surrounding area by determining whether an abandoned or impounded vehicle is stolen prior to towing that vehicle, so that law enforcement can be alerted to stolen vehicles as quickly as possible; and

WHEREAS, the Contractor is a registered tow truck operator (RTTO) per Chapter 46.55 of the Revised Code of Washington (RCW) and is willing and able to provide the services described herein.

NOW, THEREFORE, based on the mutual benefits provided herein, and consideration of placement on the City of Auburn Police Tow Rotation List, the parties hereto agree as follows:

1. **Time for Performance and Term of Agreement.**

The Term of this Agreement shall commence on the date hereof and run for a period of one year; provided, this Agreement shall automatically renew for subsequent one-year periods upon the anniversary of the date of execution unless one party provides the other with written notice of its intent not to renew at least thirty days prior to said anniversary date.

2. Administration of Agreement.
This Agreement shall be administered by _____, on behalf of the Contractor, and shall be administered out of the Contractor's billing office located within the City of Auburn, Washington, and by **Bob Lee, Chief of Police**, on behalf of the City.
3. Scope of Services.
The Contractor agrees to perform in a good and professional manner the tasks described on Exhibit "A" attached hereto and incorporated herein by this reference, which shall be individually referred to as a "task," and collectively referred to as the "services." The Contractor shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.
4. Additional Services.
From time to time hereafter, the parties hereto may agree to the performance by the Contractor of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Contractor's performance of the services there under, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.
5. This Contract Not Exclusive. The Contractor agrees that the City may at its sole option enter contracts with one or more other tow companies for the services contemplated and described in this Agreement.
6. Contractor's Representations.
The Contractor hereby represents and warrants that the Contractor has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
7. Acceptable Standards.
The Contractor shall be responsible to provide, in connection with the services contemplated in this Agreement, Work Product and services of a quality and professional standard acceptable to the City.
8. Compensation.
The Contractor shall charge and be compensated by the person(s), company(ies) or entity(ies) responsible for such charges at the rates specified on Exhibit "B" attached hereto and made a part hereof, as follows:

- a. The City shall compensate the Contractor at the rates specified on said Exhibit "B" for any City vehicles towed or stored upon request of authorized City personnel. The Contractor shall submit to the City an invoice or statement of time spent on those tasks or services set forth in Exhibit "A" for which the Contractor seeks payment. The City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Contractor thereafter in the normal course, subject to any conditions or provisions in this Agreement.
- b. Unless agreed to in writing prior to the tow of a vehicle, the City shall not be responsible for towing, storage, or impound fees for any vehicle not owned or operated by the City, including non-impound vehicles towed or stored upon request of the City's Police Department and impounded vehicles; provided, for vehicles impounded for evidentiary purposes, the City shall pay such towing, storage, or impound fees that accrue from the time of impound until the City of Auburn Police Department releases its hold on such vehicles; and further provided, should a court of competent jurisdiction rule that an impound was improper, the City shall compensate the Contractor for such towing, storage, or impound in an amount found by said court.
- c. For any tow, storage, or impound fee not paid by the City, the Contractor may seek compensation from the owner of said vehicle at the rates specified on Exhibit "B," and may take such other steps as may be authorized by law to obtain compensation.
- d. The requirements hereof are supplemental and in addition to any requirements imposed on tow truck operators by federal, state and/or local law, including, but not limited to the provisions of Chapter 46.55 of the Revised Code of Washington (RCW), Towing and Impoundment.

9. Work Performed at Contractor's Risk.

The Contractor shall take all precautions necessary for, and shall be responsible for, the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

10. Stolen Vehicle Check. Prior to towing any impounded or abandoned vehicles from its existing location to the Contractor's Storage Lot or any other destination, the Contractor shall check the vehicle's identification numbers ("VIN") against the Washington State Crime Information Center ("WSCIC") and the National Crime Information Center ("NCIC") stolen car databases, regardless of whether such tow is undertaken pursuant to this agreement or is undertaken for any other customer either within or outside of the City of Auburn. Should the VIN of any such vehicle appear in either the WSCIC or NCIC database as stolen, the Contractor shall notify the Auburn Police Department and/or any other law enforcement agency with jurisdiction over the vehicle's location or responsibility over the impound prior to towing the vehicle.

11. Records Inspection and Audit.

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

12. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be served either in person or by certified mail, return receipt requested, at the following addresses:

City of Auburn
Auburn City Hall
25 West Main

Auburn, WA 98001-4998
(253) 931-3000 FAX (253) 931-3053

Contractor

Auburn, WA _____

All such notices or communications shall be effective upon the date of receipt.

14. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03

11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- b. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:
- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
 - (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:
- (1) The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (2) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- e. Verification of Coverage. The Contractor shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- f. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractors. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
- g. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15. Indemnification.

The Contractor shall indemnify defend and hold harmless the City and its officers, officials, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the act or omission of the Contractor, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Contractor and their respective officers, agents and employees, or any of them, the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

16. Assignment.

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

17. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

18. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor. The City may also terminate this Agreement immediately if the Contractor breaches this Agreement or fails to comply with any of its terms or provisions.

If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

19. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

20. Costs to Prevailing Party.

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

21. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.

22. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

23. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

24. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

25. Counterparts.

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

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

CITY OF AUBURN

CONTRACTOR

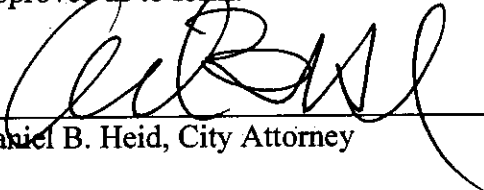
Nancy Backus, Mayor

By:

Attest:

Danielle E. Daskam City Clerk

Approved as to form:



Daniel B. Heid, City Attorney

EXHIBIT A
SERVICES & SCOPE OF WORK

Scope of Services.

1. The Contractor shall tow, store, protect, and release or otherwise dispose of:
 - a. Vehicles ordered impounded by the Police Department.
 - b. Vehicles otherwise ordered to be towed by the City's Police Department.
 - c. Vehicles requested to be towed by the City's Police Department on behalf of a vehicle's owner and/or operator, who has no tow company preference. The next available contractor will be selected from a towing rotation list of City-licensed tow companies that have entered into a City of Auburn Agreement for Tow Call Rotation List.
 - d. Any City vehicles requiring towing services upon request of authorized City personnel.
2. The Contractor shall provide such ancillary services as set forth herein, as directed by the City, including, but not limited to the following:
 - a. Compliance with all applicable business and business licensing requirements of the City, State or other governmental body with jurisdiction over activities of the Contractor and Contractor's business(es); and
 - b. Prompt/timely payment of all assessments, costs, fees and taxes due in connection with Contractor's business(es).
3. The Contractor shall have the following equipment on hand for use in performing the contract:
 - a. Sufficient Vehicles. Contractor shall have a sufficient number of tow trucks of adequate size and capacity, together with operating personnel, to respond to requests for services within the times specified herein, including the following:
 - (i) Class A and Class E Tow Trucks. By ownership, lease, purchase contract, the Contractor shall have at least one (1) Class A tow truck and one (1) Class E tow truck with drivers on call at all times.
 - (ii) Class "B" Tow Truck. By ownership, lease, purchase contract, the Contractor shall at all times have available the use of a heavy-duty tow truck as defined by WAC 204-91A-170 relating to Class "B" tow trucks as now enacted or hereafter amended, together with a driver skilled and licensed in its operation.
 - (iii) Class "C" Tow Truck. By ownership, lease, purchase contract, or temporary use agreement, the Contractor shall at all times have available the use of a heavy-duty tow truck as defined by WAC 204-91A-170 relating

to Class "C" tow trucks as now enacted or hereafter amended, together with a driver skilled and licensed in its operation.

b. Tow Trucks must be approved and certified by the Washington State Patrol as set forth in WAC 204-91A-050 and 170 and vehicles must reflect the appropriate signage per WAC 308-61-115, and must comply with any other applicable law, statute, or rule as now enacted or hereafter amended.

c. Telephone. The Contractor shall have telephone equipment and service in proper working order at its dispatch facility twenty-four (24) hours per day for sending and receiving calls.

d. Facsimile. The Contractor shall have facsimile equipment and service in proper working order at its dispatch facility twenty-four (24) hours per day for sending and receiving facsimiles.

e. Two-Way Communication. The Contractor shall have two-way communication, including the following:

(i) Radio. The Contractor shall provide two-way radio communications equipment and service in proper working order between its dispatch facility and each tow truck used to impound vehicles pursuant to this Agreement, and/or

(ii) Cellular Phone. The Contractor shall provide two-way cellular communication equipment and service in proper working condition to its dispatch facility and to each tow truck used to impound vehicles pursuant to this Agreement.

4. Facilities. The Contractor shall have the following facilities available for use in performing the contract:

a. Dispatch Facility. The Contractor shall provide a staffed dispatch facility twenty-four (24) hours per day seven (7) days per week, which shall be capable of receiving City requests for vehicle impound, towing, or redemption; verifying vehicle impounds and vehicle impound information; and dispatching personnel and equipment to the site of a requested impound or tow. From 8:00 a.m. to 5:00 p.m., excluding weekends and holidays, the Contractor shall maintain an in-house dispatcher. From 5:00 p.m. to 8:00 a.m. the Contractor may utilize a hired dispatch service.

b. Offices and Storage Lot. The Contractor shall, at all times, maintain its billing offices and a storage lot within the corporate limits of the City of Auburn, and shall provide its local storage lot complying with all applicable laws, statutes, rules, and regulations, including zoning regulations, and no more than one-half mile walking distance from a bus route.

c. Delivery. Except as otherwise directed by the City, or its authorized representative, vehicles impounded pursuant to this Agreement shall be towed directly to the local storage

lot. Privately-owned non-impound vehicles shall be towed to the location specified by the registered owner or other person responsible for the vehicle, or to the nearest storage lot if no other location is specified.

- d. **Physical Conditions and Security.** The Contractor's storage lot will be kept surfaced, graded, drained, lighted, in accordance with City codes, and free of obstacles and hazards at all times, so that persons redeeming vehicles have safe and convenient access to the vehicles. The Contractor shall provide adequate security at its storage lot to prevent loss or damage to vehicles or their contents. All such lots shall be screened and fenced in accordance with state law and city ordinances, gates shall be securely locked at all times when an attendant is not on duty on the premises, and all vehicles shall be locked, if possible. The Contractor shall also comply to the extent reasonably possible with other or specific requests for security measures by the Police Department.
- e. **Sheltered Space.** The Contractor shall provide adequate shelter at its storage lot for motorcycles, open convertibles, or other vehicles open and exposed to the elements, and will store such vehicles under the shelter when reasonable or necessary to protect such vehicles.
- f. **Approval Required.** The storage lot will be subject to the initial and continuing approval of the Chief of Police or designee, with respect to meeting the requirements of this Agreement.

5. **Personnel.** The qualifications for the Contractor's personnel employed in performing this Agreement shall be as follows:

- a. **Skill and Supervision.** The Contractor shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled, responsible supervisions and training for such persons.
- b. **License and Insurance Required.** Any person operating a tow truck on behalf of the Contractor shall have a valid Washington Drivers License, shall have all licenses necessary to operate a tow truck in the State of Washington, and shall be insured according to the terms of this Agreement and legal requirements applicable to the industry.
- c. **Courtesy.** The Contractor and its agents and employees shall be courteous at all times when performing work under this Agreement. The use of abusive, indecent, offensive, coarse or insulting behavior or language during the performance of this Agreement shall be deemed a violation of this Agreement.
- d. **Appearance.** During the performance of this Agreement, the Contractor's personnel shall maintain a professional, personal appearance, shall be dressed in clothing approved by the Contractor, and shall be free of excessive dirt, grease, and grime. The failure of tow truck operators to present themselves in a neat, clean and professional manner while performing pursuant to this Agreement shall be deemed a breach of this Agreement.

6. Procedures. The Contractor shall institute the following procedures in performing the Agreement:

- a. Care and Skill. The Contractor shall use reasonable care and skill in towing and/or impounding vehicles and will not damage them through lack of reasonable care.
- b. Response Time. The Contractor shall dispatch a tow truck to the location specified by the City immediately upon receiving a request for impound/tow. A tow truck of the proper class shall arrive at the site of impound/tow within twenty (20) minutes of the time the Contractor receives the impound request. In the event a Class C tow truck is necessary, a Class C tow truck shall arrive at the site of the impound/tow within thirty (30) minutes of the request. The Contractor shall immediately report any delay in response time due to heavy traffic volume or otherwise.
- c. Storage. All vehicles shall be handled and returned in substantiality the same condition as they existed before being towed. The Contractor will not store any towed and/or impounded vehicle on public streets, public property, or any place other than an approved storage lot.
- d. Notice to Legal Owners. When a vehicle is impounded, the Contractor will notify the legal owners pursuant to the requirements of RCW 46.55.110 and all other applicable laws, statutes, rules, regulations, or City ordinances as now enacted or hereafter amended.
- e. Contesting the impound of a vehicle. At the request of the person redeeming the vehicle, the contractor shall supply a completed RTTO Impound Vehicle Request Form (DLR-430-508). The Contractor shall make a representative available to testify in court when necessary.

This representative shall provide the King County District Court with a written itemized accounting of tow and impound charges conforming to the Agreement rates, together with a copy of all documents generated and in the possession of the Contractor relating to that tow. The contractor's representative will further testify and affirm that all documents provided to the court pursuant to this Agreement shall be accompanied by an affidavit ensuring that the information contained in such documents is true and correct, that the documents were prepared in the regular course of business at or near the time of the impound, or the accruing of other costs of the impound, and that they are being provided by the custodian of records of the Contractor.

- f. Release of vehicle. If a vehicle has been impounded because the driver had a suspended license, the Contractor shall not release a vehicle prior to the termination of any mandatory impound period absent an order from the Auburn Police Department, the King County District Court, or the Auburn City Attorney's Office. Prior to releasing any vehicle, the Contractor shall verify that the person redeeming the vehicle has a valid Washington Driver's License. The Contractor shall deliver possession of properly redeemed vehicle not more than thirty (30) minutes after payment of the impound fee set forth in this Agreement or required by law.

- g. **Personal Property.** The personal property and contents of towed or impounded vehicles shall be handled in the manner required by RCW 46.55.090, WAC 204- 91A-130, and any other applicable law, statute, rule, or regulation, as now enacted or hereafter amended. The City of Auburn will not accept personal property set forth in WAC 204-91A-130(1)(a)-(m). The property/evidence officer must be contacted before any property is brought to the police station. City of Auburn personnel will not transport the property. Copies of the Vehicle Inventory and Authorization/Impound forms must accompany the property when submitted by Contractor to the property officer.
- h. **Abandoned Vehicles.** The Contractor shall dispose of abandoned vehicles in the possession of the Contractor pursuant to all applicable laws, statutes, rules and regulations.
- i. **Removal of Junk Vehicle or Parts Thereof.** Upon receipt of a "Junk Vehicle Verification, Notification and Affidavit" form or its equivalent from the Auburn City Police Department, the Contractor shall remove the designated junk vehicles or parts thereof to a disposal site. Costs of such removal shall be recovered by the Contractor in accordance with RCW 46.55.130 as now enacted or hereafter amended.
- j. **Refusal of Service: Motorhome/Boat Impounds/Junk Vehicles.** The Auburn Police Department will maintain a rotational list of tow companies that are eligible for being called to the scene of an abandoned motorhome or boat (or other oversized vehicle) as well as junk abandoned vehicles parked in the city right of way. In general, tow companies will only be called to remove such vehicles during normal business hours, however, the Contractor will understand that certain situations require the removal of these vehicles outside of normal business hours, and a request for such is not deemed to be unreasonable. The rotational list will be established as to not burden any specific or particular business, but instead, develop a system of fairness so that the costs associated with this service delivery are equally distributed amongst active contractors. The department shall make a good faith effort to assist in recovering reasonable fees from the registered owner of junk and/or abandoned vehicles. Members of the department will follow protocols established under RCW 46.55.230 (6).

Refusal of Service Procedure. Officers impounding vehicles by use of the rotation will contact Records and check to see which company is next on the rotational list/board that will be prominently displayed in the records area near the CDO notification board. Contractors that refuse to respond or claim to be otherwise unavailable to respond will have their response and reason documented. Contractors that fail to respond to a request twice in a 30 day period will be removed from the regular rotation for a period of 30 days. If a Contractor has two 30 day suspensions from the rotation within a 12 month rolling calendar, they will be automatically removed from the regular rotation list by the Chief of Police or his designee. The Traffic Unit will be responsible for maintaining the log for Contractor response as it applies to this section and notifying the Chief of Police of any issues.

- k. **Receipt.** The Contractor shall prepare a receipt using uniform, sequentially numbered forms for every impounded vehicle which leaves Contractor's possession. The Contractor shall deliver one (1) copy of the receipt to the person to whom the vehicle is delivered and

shall keep one (1) copy, filed in the order of the receipt number. For the purposes hereof, the stored copy may be stored in electronic format. The receipt shall state:

- (i) The date and time of delivery to the claimant;
 - (ii) The name, address, and Washington State (or other State) driver's license number of the person to whom it is delivered;
 - (iii) The name and address of the employer or principal of such person, if such person is the agent for the registered owner or purchaser of the vehicle;
 - (iv) The name and address of the vehicle's registered owner at the time of impound, if known;
 - (v) Either:
 - a. an itemized statement of the impound, storage, and extra charges collected by the Contractor, if redeemed by payment of charges; or
 - b. a complete statement of moneys or other consideration paid for the vehicle if sold;
 - (vi) The signature of the person to whom it is delivered acknowledging such delivery and payment, if any; and
 - (vii) The signature of the Contractor's employee making such delivery and receiving such payment, if any.
- l. Records. The Contractor shall keep all records pertaining to vehicles impounded pursuant to this Agreement for at least three (3) years following the expiration or termination of the Agreement. The Contractor shall keep the records in an orderly manner to assure easy access and reference to the records and shall make all records available for inspection and copying by the City at all times between 8:00 a.m. and 5:00 p.m. Monday through Friday, and at all other times when employees having charge of the records are present at Contractor's billing office.
- i. Upon request by the Auburn Police Department or the Auburn City Attorney's Office, the Contractor shall provide information of vehicles impounded because the driver had a suspended license, if that information is known by or has been provided to the Contractor, which shall include the name of the registered owners, whether the vehicle was redeemed by the owner or by another person, and the disposition of the vehicle if not redeemed.
- m. Removal of Debris. Unless otherwise directed, the Contractor shall at no additional cost remove from the location of an impound /tow any broken glass or other debris resulting

from a collision involving the vehicle, before towing the vehicle away. The Contractor shall dispose of all such debris in a lawful manner.

- n. Complaints. The Contractor shall promptly and courteously respond to complaints. This shall include furnishing a complainant with contact information for the Contractor's insurance company and its claims agent if requested.

7. Contractor to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Contractor shall:

- a. File a schedule of expenses with the Internal Revenue Service for the type of business the Contractor conducts;
- b. Establish an account with the Washington State Department of Revenue and other necessary state agencies for the payment of all state taxes normally paid by employers, register to receive a unified business identifier number from the State of Washington; Report local sales tax as code 1702 (Auburn/King);and
- c. Maintain a separate set of books and records that reflect all items of income and expenses of Contractor's business, all as described in RCW Section 51.08.195, as required to show that the services performed by Contractor under this Agreement do not give rise to an employer-employee relationship which would be subject to RCW Title 51, Industrial Insurance.

8. Right to Inspect. The City shall have the right to inspect the Contractor's facilities and equipment to ensure that the provisions of this Agreement are followed. Inspections shall occur during normal business hours. The refusal of the Contractor to permit such inspections shall be a breach of this Agreement and may result in immediate termination by the City.

**EXHIBIT B
COMPENSATION**

Charges by the Contractor for towing, storage, and other services pursuant to this Agreement shall not exceed the following amounts:

TRUCK RATES: (Per Hour)

CLASS A,D&E	\$170.00	*Rotator \$238.00
Class B	\$205.00	*Rotator \$287.00
Class B**	\$276.00	*Rotator \$386.00
(30,000 pounds (lbs.) Gross Vehicle Weight Rating (GVWR), or more, with air brakes)		
Class C	\$358.00	*Rotator \$501.00
Class S1	\$598.00	40+Ton Rotator

* The term "rotator" applies to any approved vehicle that has a rotating boom. The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:

- The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.
- After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.

** The 30,000 lbs. GVWR or more with air brakes rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.

Class E & S rates shall have a maximum rate appropriate for its GVWR and be consistent with the above schedule. For example, if an "E" or "S" truck has a GVWR of 17,000 lbs. or more, Class "B" rates will apply if hauling Class "B" loads. Class "A" rates apply if hauling Class "A" loads.

- Storage Rate: \$45.00 per day
- Storage: Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
- Hourly Labor: Extra Registered Tow Truck Operator (RTO) Employee/Driver \$90.00 (per hour). (Based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment.)
- Casual Labor: Charges based on cost (must have supporting documentation) plus 25 percent mark-up.
- Auxiliary Equipment: Charges based upon the actual cost of equipment (must have supporting receipt) plus 20 percent mark-up.

- **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
- **Fee for Absorbent Materials:** Tow operators will receive an additional \$5.00 per hour fee for carrying and use of absorbent material for fluid spills. This fee will be granted whether the material is used or not. This fee is included in the hourly rates listed above.
- **Future Increases:** The Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-U) – Transportation expenditure category will be utilized for future increases/decreases in truck and storage rates. Said increases/decreases will be to the nearest whole dollar and shall be made automatically on October 15 of each year, unless either party demands to meet and confer about price increases/decreases. The annual review and increase/decrease will be based on the unadjusted CPI-U Transportation from June of the current year. In accordance with RCW 46.55.063, any changes to the contractor's fee schedule must be filed with the Department of Licensing and must be in accordance with Auburn City Ordinance No. 6110, provided that such change shall not take effect until ten (10) day after notification to the Chief of Police and the City Of Auburn Clerks office.
- **Extra Equipment/Manpower:** The registered or legal owner of a vehicle, the contractor and/or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, must authorize extra labor or equipment as outlined in WAC 204-91A-140(d).
- **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of "primary" (initial) or "secondary" tows as defined in WAC 204-91A-030.

Notwithstanding the provisions of Section 17 of this Agreement, the City may, by unilateral action, prepare and adopt an addendum revising these rates at any time to reflect the maximum rates for such services established by the Chief of the State Patrol pursuant to Washington Administrative Code Section 204-91A-140.



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5283

Date:
February 14, 2017

Department:
Administration

Attachments:
[Res 5283](#)
[Rules of Procedure](#)

Budget Impact:
\$0

Administrative Recommendation:

Background Summary:

Following a change several years ago from a Council Committee format for conducting City Council business to a Study Session approach whereby all Councilmembers attend the same meetings and receive the same information, Counsel expressed an interest in providing the opportunity for other Councilmembers to participate more fully in consideration of certain parts of City Council tasks and functions, including presiding over committee-type meetings. Initially, there was interest in reverting to the Council Committee structure, however, the downsides of this approach include an increase in the number of meetings at which Councilmembers and staff would be attending as well as the potential for different information to be included at different Council Committee meetings where questions or discussion may vary among the different Committees.

As an alternative to the Committee approach, it was proposed that a Hybrid of Study Session and Committees be developed which would accommodate specific involvement in certain areas by interested Councilmembers (Special Focus Areas) and the opportunity for individual Councilmembers to chair or preside over the discussion with respect to these Special Focus Areas.

Because this change would manifest itself in an amendment to the City Council Rules of Procedure, and because the City Council was also interested in considering Council Travel Policy changes (with both of these topics having been assigned to Council ad-hoc committees), both the Study Session Hybrid and the Council Travel Policy have been included in the amendments to the City Council Rules of Procedure set forth in the attachment (Exhibit "A") to Resolution No. 5283.

Reviewed by Council Committees:

Councilmember:

Staff:

Heid

Meeting Date: February 21, 2017

Item Number: RES.H

RESOLUTION NO. 5 2 8 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE CITY COUNCIL
RULES OF PROCEDURE AS ADOPTED BY ORDINANCE NO.
5802 AND AMENDED BY RESOLUTION NUMBERS. 4282,
4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115
5217 AND 5240

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

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

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

WHEREAS, in accordance with Resolution No. 5105, passed on November 3, 2014, the City Council revised its approach to conducting its business and handling its public meetings by changing from a Council committee format to a study session format, giving all of the City Councilmembers equal access to the information relating to city business; and

WHEREAS, since that time, the City Council has appreciated that there are advantages to allowing different councilmembers to chair different portions of meetings, something that was more available in the council committee structure; and

WHEREAS, having considered the options and alternatives in terms of conducting city business, the City Council designated an ad hoc committee to study how increased opportunity for members to chair certain portions of meetings could dovetail in to a process that also assured that all councilmembers received access to the information necessary for Council decisions to be made; and

Resolution No. 5283
June 3, 2016
Page 1 of 3

WHEREAS, a hybrid strategy was developed whereby study sessions, chaired by the deputy Mayor, would still exist but would have a portion focused more specifically on certain areas of city operations, as a part of the study sessions, but chaired by another member of the city Council, a strategy that provides the advantages sought by the city Council.

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

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

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

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

DATED and SIGNED this ____ day of _____, 2017.

CITY OF AUBURN

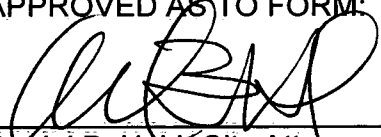
ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

Resolution No. 5283
June 3, 2016
Page 2 of 3

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5283
June 3, 2016
Page 3 of 3

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

TABLE OF CONTENTS

SECTION 1	AUTHORITY	1
SECTION 2	COUNCIL MEETINGS	1
SECTION 3	ORDER OF BUSINESS OF REGULAR COUNCIL MEETING AGENDA	4
SECTION 4	COUNCILMEMBER ATTENDANCE AT MEETINGS	10
SECTION 5	PRESIDING OFFICER - DUTIES	11
SECTION 6	COUNCILMEMBERS	12
SECTION 7	DEBATES	12
SECTION 8	PARLIAMENTARY PROCEDURES AND MOTIONS	13
SECTION 9	VOTING	15
SECTION 10	COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL	16
SECTION 11	PUBLIC HEARINGS AND APPEALS	16
SECTION 12	DEPUTY MAYOR SELECTION PROCESS	17
SECTION 13	COUNCIL POSITION VACANCY	19
SECTION 14	COUNCIL MEETING STAFFING	19
SECTION 15	COUNCIL RELATIONS WITH STAFF	19
SECTION 16	COUNCIL STUDY SESSIONS, COMMITTEES AND CITIZEN ADVISORY BOARDS	20
SECTION 17	COUNCIL REPRESENTATION & INTERNAL COMMUNICATION	27
SECTION 18	TRAVEL AUTHORIZATION	31
SECTION 19	CONFIDENTIALITY	32
SECTION 20	ENFORCEMENT OF RULES OF PROCEDURE	32

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

SECTION 1 - AUTHORITY

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

SECTION 2 - COUNCIL MEETINGS

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

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

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

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

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

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

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

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

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

¹ 2.03.100 Meeting coordination duties.

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

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

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

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

2.3 Regular Meeting Times:²

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

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

2.4 Special Meetings - In accordance with Section 2.06.040 of the City Code and Section 35A.12.110 RCW, a special meeting of the City Council may be called by

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

the Mayor or any three members of the Council by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting; provided, however, that no ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of such meeting has been given by such notice to the local press, radio and television as will be reasonably calculated to inform the city's inhabitants of the meeting.

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

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

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

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

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

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

SECTION 3 - ORDER OF BUSINESS OF REGULAR COUNCIL MEETING AGENDA

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

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

A. Call to order.

The ~~Presiding Officer~~Mayor shall call the meeting to order.

B. Pledge of Allegiance.

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

C. Roll call.

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

D. Announcements, Proclamations and Presentations

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

E. Appointments

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

F. Agenda modifications

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

G. Public Hearings and Appeals

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

H. Audience Participation

Members of the audience may comment on items relating to any matter related to City business under the Audience Participation period. Comments

are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten (10) minutes to speak. Public comments sign-up forms will be available at the City Clerk's desk at each meeting for use of those citizens wishing to address the Council. The City Clerk shall serve as timekeeper. The ~~Presiding-presiding Officer-officer~~ may make exceptions to the audience participation time restrictions when warranted, in the discretion of the ~~Presiding-presiding Officer-officer~~.

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

I. Correspondence

J Council Ad Hoc Committee Reports

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

K. Consent Agenda

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

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

L. Unfinished Business

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

M. New Business

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

N. Ordinances

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

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the ordinance, without simply

repeating the ordinance title as read by the City Attorney and may choose to comment on any results of Council discussion or action regarding the issue.

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

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

O. Resolutions

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

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

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

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

P. Mayor and Councilmember Reports

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

Q. Adjournment

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

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

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

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

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

SECTION 4 - COUNCILMEMBER ATTENDANCE AT MEETINGS

- 4.1 Councilmembers shall attend Regular Council meetings and Study Sessions. Councilmembers shall inform the Mayor or the City Clerk if they are unable to attend any Regular Council meeting or Study Session, or if they knowingly will be late to any such meetings. If a Councilmember has informed the Mayor or City Clerk that he or she is unable to attend such meeting, the minutes for that meeting will show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.

[See ACC 2.06.050 and RCW 35A.12.060]

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

SECTION 5 - PRESIDING OFFICER - DUTIES

5.1 Conduct of Meetings

The ~~Presiding-presiding Officer-officer~~ at all Regular Meetings of the Council shall be the Mayor and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent and a quorum is present, the Council shall elect one of its members to serve as ~~the Presiding-presiding Officer-officer~~ until the return of the Mayor or Deputy Mayor. Additionally, the Deputy Mayor shall serve as the presiding officer for Council Study Sessions, other than those portions thereof for which Special Focus Areas are scheduled (as described herein below). It is further provided that, though not the ~~Presiding-presiding Officer-officer~~ of Study Sessions, the Mayor is encouraged to attend Study Sessions. ³

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

5.2 The Presiding Officer:

- A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct;
- B. Shall observe and enforce all rules adopted by the Council;
- C. Shall decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember;
- D. Shall recognize Councilmembers in the order in which they request the floor, giving every councilmember who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the ~~Presiding-presiding Officer-officer~~ may also allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion;
- E. May affix approximate time limit for each agenda item;
- F. When matters on the agenda are placed, or are able to be placed under more than one classification or category, as defined by the Order of Business, and the matters involve or are closely related to other subject matter, then the ~~Presiding-presiding Officer-officer~~ may, in the ~~Presiding-presiding Officer's-officer's~~ discretion, present such matters before the Council, for discussion, consider and vote, at a different place in the agenda

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

without the necessity of any vote thereon, notwithstanding their initial different placement on the written agenda.

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

SECTION 6 - COUNCILMEMBERS

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

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

SECTION 7 - DEBATES

- 7.1 Speaking to the Motion. - No member of the Council, including the ~~Presiding Officer~~presiding officer, shall speak more than twice on the same motion except by consent of the ~~Presiding-presiding Officer-officer~~ or a majority of the Councilmembers present at the time the motion is before the Council.

- 7.2 Interruption. - No member of the Council, including the ~~Presiding-presiding Officerofficer~~, shall interrupt or argue with any other member while such member has the floor, other than the ~~Presiding-presiding Officer's-officer's~~ duty to preserve order during meetings as provided in Section 5.2.A of these rules.
- 7.3 Courtesy. - All speakers, including members of the Council, which includes the ~~Presiding-presiding Officerofficer~~, in the discussion, comments, or debate of any matter or issue shall address their remarks to the ~~Presiding-presiding Officerofficer~~, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.
- 7.4 Transgression. - If a member of the Council shall transgress these rules on debates, the ~~Presiding-presiding Officer-officer~~ shall call such member to order, in which case such member shall be silent except to explain or continue in order. If the ~~Presiding-presiding Officer-officer~~ shall transgress these rules on debate or fail to call such member to order, any other member of the Council may, under a point of order, call the ~~Presiding-presiding Officer-officer~~ or such other member to order, in which case the ~~Presiding-presiding Officer-officer~~ or such member, as the case may be, shall be silent except to explain or continue in order.
- 7.5 Challenge to Ruling. - Any member of the Council, ~~including the Presiding Officer,~~ shall have the right to challenge any action or ruling of the ~~Presiding-presiding Officerofficer, or member, as the case may be,~~ in which case the decision of the majority of the members of the Council present, ~~including the Presiding Officer,~~ shall govern.

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

SECTION 8 - PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Unless specifically provided differently herein, ~~All~~all City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).
- 8.2 If a motion does not receive a second, it dies. Matters that do not constitute a motion include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege; therefore a second is not needed.
- 8.3 A motion that receives a tie vote is deemed to have failed, provided that except where prohibited by law, the Mayor, as ~~Presiding-presiding Officialofficial~~, shall be allowed to vote to break a tie vote.

- 8.4 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.5 After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.
- 8.6 If any Councilmember wishes to abstain, from a vote on the motion pursuant to the provisions of Section 9 hereof, that Councilmember shall so advise the City Council, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Councilmember perceives a need to abstain, provided that, prior to the time that a Councilmember gives advice of an intent to abstain from an issue, the Councilmember shall confer with the City Attorney to determine if the basis for the Councilmember's intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter would be coming before the City Council. If that cannot be done, the Councilmember should advise the City Council that he/she has an "abstention question" that he/she would want to review with the City Attorney, in which case, a brief recess would be afforded the Councilmember for that purpose.
- 8.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- 8.8 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds' majority vote.
- 8.9 A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.
- 8.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 8.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.

- 8.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 8.13 Motions that cannot be amended include: Motion to adjourn, lay on the table (table), roll call vote, point of order, reconsideration and take from the table.
- 8.14 Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.16 The ~~Presiding~~presiding Officer~~officer~~, City Attorney or City Clerk should repeat the motion prior to voting.
- 8.17 The City Clerk will take a roll call vote, if requested by the ~~Presiding~~presiding Officer~~officer~~, a Councilmember, or as required by law.
- 8.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration. In order to afford Councilmembers who voted in the majority the potential basis for a motion for reconsideration, Councilmembers who voted in the majority may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote.
- 8.19 The City Attorney shall act as the Council's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Council meeting.
- 8.20 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

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

SECTION 9 - VOTING⁴

- 9.1 Voice vote - A generalized verbal indication by the Council as a whole of "yea or nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be

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

recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness.

- 9.2 Roll call vote - A roll call vote may be requested by the ~~Presiding-presiding Officer~~ officer or by any Councilmember.
- 9.3 Abstentions - It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. However, a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
- 9.4 Votes by Mayor - Except where prohibited by law, the Mayor, as ~~Presiding~~ presiding Official~~official~~, shall be allowed to vote to break a tie vote.

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

SECTION 10 - COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

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

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

SECTION 11 - PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:
- A. The Department Director of the department (most) affected by the subject matter of the hearing, or said Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.

- B. The proponent spokesperson shall speak first and be allowed (10) minutes. Council may ask questions.
 - C. The opponent spokesperson shall be allowed ten (10) minutes for presentation and Council may ask questions.
 - D. Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.
 - E. The City Clerk shall serve as timekeeper during these hearings.
 - F. After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:
- A. The Department Director or designee shall present the issue to the Council and respond to questions.
 - B. A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The ~~Presiding-presiding Officer-officer~~ may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the ~~Presiding-presiding Officer-officer~~.
 - C. The City Clerk shall serve as timekeeper during these hearings.
 - D. After the speaker has used their allotted time, Council may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
 - E. The hearing will then be closed to public participation and open for discussion among Councilmembers.
 - F. The ~~Presiding-presiding Officer-officer~~ may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

SECTION 12 - DEPUTY MAYOR

- 12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for such period as the Council may specify.

- A. Any member of the City Council may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. [The nomination of a councilmember for this position does not require a second, and a councilmember may nominate him or herself.]
- B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for him or herself.
- C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
- D. If no single Councilmember received a majority of the votes cast, a second vote/ballot, between the two nominees who received the largest number of votes, would be needed. In the second vote/ballot, whichever of these two nominees received the larger number of votes would be elected to the position of Deputy Mayor.⁵

[See RCW 35A.12.065.]

12.2 The Deputy Mayor shall perform the following duties:

- A. Intra-Council Relations
 - 1. Serve as the Chair of the Council Study Sessions
 - 2. Serve as an ex-officio member of all other ad hoc committees of the City Council
 - 3. Assist in new councilmember training
 - 4. Support cooperative and interactive relationships among council members
 - 5. Work with Administration to prepare agendas for Council Study Sessions
- B. Mayor-Council Relations

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

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council
 2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties
- C. Intergovernmental and Community Relations
1. Act in absence of Mayor as requested and/or as required
 2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary
 3. Serve as the Chair of the City's Emergency Management Compensation Board

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

SECTION 13 - COUNCIL POSITION VACANCY OR ABSENCE

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

SECTION 14 - COUNCIL MEETING STAFFING

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

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

SECTION 15 - COUNCIL RELATIONS WITH STAFF

- 15.1 There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.
- 15.3 It is the intent of Council that all pertinent information asked for by individual Council members shall be made available to the full Council.
- 15.4 Individual Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits. Councilmembers may, at the request of the Mayor, participate in discussions and decisions related to these matters.
- 15.5 Other than through legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department.
- 15.6 No individual Councilmember shall direct the Mayor to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council. This provision, however, does not prohibit individual Councilmembers from discussing issues with the Mayor or making individual requests or suggestions to the Mayor. The Mayor shall endeavor to advise and update the Councilmember(s) on the status or follow-up of such issues.
- 15.7 All councilmember requests for information, other than requests for legal advice from the City Attorney's Office, shall be directed through the Mayor in order to assign the task to the proper staff. The Deputy Mayor may work with the Mayor's designated staff to prepare Study Session agendas and facilitate Study Session work.
- 15.8 Any written communication with staff shall also include the Mayor as a recipient.

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

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

debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:

A. General Business Focus and Special Focus Areas

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

1. Public Works & Community Development;

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

2. Municipal Services

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

3. Health & Human Services

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

4. Finance & Economic Development

- City Budget & Amendments
- Risk Management
- Equipment Rental
- Facilities
- City Real Property
- Legal
- Development Incentives
- Business Development
- Economic Development Strategies

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

B. Scheduling of Special Focus Area.

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

3. Topics for Special Focus Area consideration (for inclusion in the Special Focus Area portion of the Study Session agenda) shall be determined by the Chair of each Special Focus Area along with the Mayor and the Deputy Mayor, taking into account matters within the topics of the Special Focus Area calling for action or consideration, and suggestions by other Councilmembers of such topics.

C. Meeting Times:

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

BD. Study Sessions should conform to the following:

1. Meeting facilitation - the Deputy Mayor shall preside over/conduct General Business Focus portions of Study Sessions. The Councilmember selected to chair the Special Focus Area for the study sessions for which his or her Special Focus Area is scheduled shall preside over/conduct the Special Focus Area of the Study Session.
2. Four or more Councilmembers shall constitute a quorum for Study Sessions.
3. Two and one-half Three to four hours maximum timeframe (goal).
4. Maximum of five agenda items (goal).
5. Timeframe per agenda item ~ up to 30 to 40 minutes.
- 6.4. Agenda items should relate to future policy-making, strategic planning or key state or federal issues affecting current or future city operations.
- 7.5. Agenda items should be substantive only (e.g., traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. [Non-substantive items (e.g., accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council meeting.

EE. Study Session Meeting Format⁶

1. Call to Order

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

The ~~Presiding Officer~~ Deputy Mayor shall call the meeting to order.

2. Roll call

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

3. Announcements, Reports and Presentations

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

Study Sessions are an opportunity for the members of the City Council to discuss among themselves issues coming before the City Council. Study Sessions do not include a place on the agenda for public audience participation. However at the request of the presiding officer, individuals may be asked to give a report on topics appearing on the Study Session agenda.

4. Agenda items for Council Discussion.

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

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

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

At the conclusion of the discussion, or at the point the Council feels its questions have been answered and discussion vetted, the

~~Presiding Officer~~ Deputy Mayor shall move the attention of the Council to the next discussion item on the agenda; provided that if, after a lengthy discussion on a particular agenda item, the ~~Presiding Officer~~ officer concludes that discussion should be continued to a later date, the ~~Presiding Officer~~ Deputy Mayor may conclude discussion on that agenda item and schedule the matter for a later Study Session.

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

5. Ordinances

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

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

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

6. Other Discussion Items

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

the ~~Presiding~~presiding ~~Officer~~officer may defer discussion or continued discussion to a future Study Session.

7. ~~New Business~~

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

8. ~~Special Focus Area~~

a. The Chair of the Special Focus Area scheduled for the Study Session, on a rotating basis as described above, shall preside over this portion of the study session.

b. The Chair of the Special Focus Area shall call the various items included in the agenda for this portion of the Study Session

c. The Chair of the Special Focus Area shall also review the Matrix with respect to items related to the Special Focus Area.

9. ~~Matrix Review/Update~~ (the Deputy Mayor shall preside over this portion of the Study Session)

a. Following the conclusion of City Council consideration of the topics of the Special Focus Area, the City Council shall review the Matrix of upcoming topics.

b. The Matrix shall consist of topics from all areas of city concern, general concern as well as topics of each of the Special Focus Areas

7.10. ~~Adjournment~~

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

- 16.2 The Mayor, the Deputy Mayor or a majority of the City Council may establish such ad hoc committees as may be appropriate to consider special matters that require special approach or emphasis. Such ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting. The Mayor

shall appoint Council representatives to intergovernmental councils, boards and committees, ~~provided that and~~ the Deputy Mayor shall appoint Councilmembers to Council ad hoc committees. ~~It is further,~~ provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor is disabled or precluded from acting in that capacity. Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed to determine which councilmembers could best be able to represent the City on such councils, boards and committees.

- 16.3 Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.
- 16.4 Advisory Boards, Committees and Commissions established by ordinance, consisting of citizens appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the City Council.
- 16.5 Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.
- 16.6 Unless otherwise expressly provided for an ad hoc committee of the City Council, such committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee,. Unless otherwise expressly provided for such ad hoc committee, it is the intention of the City Council that such ad hoc committees function informally and not in any way that takes action in lieu of or on behalf of the full City Council. The purpose and function of such ad hoc committees shall be to review matters in advance of their consideration by the full City Council, and perhaps record and make recommendations to the full City Council. With that, it is the intention that these committees operate informally, without the need for compliance with the Open Public Meetings Act (Chapter 42.30. RCW).
- 16.7 Committee Chairpersons shall approve all agenda items and may, at their discretion, remove or add agenda items during the course of the meeting.

SECTION 17 - COUNCIL REPRESENTATION & INTERNAL COMMUNICATION

- 17.1 If a Councilmember meets with, attends a meeting or otherwise appears before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these

statements do not represent the City Council's position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City's Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City's liability risk and exposure.

- 17.2 Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency or community organization.
- 17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember's role as a City official.
- 17.4 Communication among Councilmembers shall conform to the following parameters:
 - A. Except in connection with Council members meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that communication on agenda items occurs to the greatest extent possible at the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, *e.g.*, successive communications on City Council topics that involve a quorum of the Councilmembers. Councilmembers should refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share information with other councilmembers about matters that are on upcoming agendas, the councilmembers should forward that information to the Mayor for distribution in the council meeting packets.
 - B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full City Council about matters within the scope of the City Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that Councilmembers shall never ask for responses from the other Councilmembers in that communication.
 - C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.

- D. Councilmembers may email the Mayor about City business without limitations or restrictions.

17.5 Internet & Electronic Resources/Equipment Use.

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

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

- B. Electronic Communications.

1. Informal messages with no retention value and that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. Users should delete these messages once their administrative purpose is served.
2. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying.
3. Electronic communications that are intended to be shared among a quorum of the City Council or of an ad hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.
4. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the

intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

5. Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.
6. As a cautionary note, if an elected public official uses his or her personal home computer to send electronic communications dealing with City business, the electronic communications and electronic records may be subject to discovery demands and public disclosure requests. That possibility amplifies the need for caution in how one uses electronic communication for City business.

17.6 Council Relations with City Boards and Commissions.

A Council Liaisons.

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

B. Reports to the Council.

Each board, commission, committee, task force or any other advisory body of the City shall be requested to present a report to the City Council at a Regular Meeting or a Study Session of the City Council, as scheduled by

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

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

SECTION 18 - TRAVEL AUTHORIZATION

- 18.1 ~~In accordance with the City of Auburn travel policy, approvals or expenditure of travel related costs and/or approval of specific travel events or activities by Councilmembers beyond the authority provided in the travel policy and budget shall be as follows: the requesting Councilmember shall submit his/her request to expend travel related costs and/or request for authorization for specific travel purposes to the Mayor to be included on an upcoming Council meeting agenda in advance of the date(s) of such expenditure or travel. The City Council may pursuant to a motion, approve the request by a majority vote of a quorum of the City Council at the meeting in which the matter is considered~~
- A. Value of Council Travel.

The Auburn City Council recognizes the need of its members to attend conferences, trainings, and meetings to broaden their knowledge of and familiarity with a diverse collection of City-related issues, including, but not limited to Public Works, Communications, Transportation, Economic Development, Public Safety and Energy. These conferences also provide valuable opportunities to network with other city elected officials. Comparing Auburn's specific issues with those of other cities often provides the City Council with established policies already in place in other cities that can be adapted to meet the specific needs of the City of Auburn, as well as expediently and efficiently acquainting Auburn City Councilmembers with ideas of how to address Auburn issues and solve Auburn problems.

B. Annual Budget Amounts for Council Travel

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

C. Adjustment of Council Travel Allocations.

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

D. Receipts and Travel Documentation

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

SECTION 19 - CONFIDENTIALITY

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

SECTION 20 – ENFORCEMENT OF RULES OF PROCEDURE

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

City Council Rules of Procedure:

Adopted: February 2, 2004

Ordinance No. 5802

Amended by Resolution No. 4282, December 17, 2007

Amended by Resolution No. 4429, December 15, 2008

Amended by Resolution No. 4467, April 6, 2009

Amended by Resolution No. 4615, July 6, 2010

Amended by Resolution No. 4686, February 22, 2011

Amended by Resolution No. 4740, August 15, 2011

Amended by Resolution No. 4813, May 21, 2012

Amended by Resolution No. 4909, February 19, 2013

Amended by Resolution No. 5105, November 3, 2014

Amended by Resolution No. 5112, December 1, 2014

Amended by Resolution No. 5115, December 15, 2014

Amended by Resolution No. 5217, May 2, 2016

Amended by Resolution No. 5240, July 5, 2016



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5285

Date:

February 13, 2017

Department:

CD & PW

Attachments:

[Resolution No. 5285](#)

[Hazard Mitigation Grant Agreement D16-010](#)

[Powerpoint Presentation Hazard Mitigation](#)

[Grant for Reservoir 1 Seismic Control Valve](#)

Budget Impact:

\$25,000.00

Administrative Recommendation:

City Council adopt Resolution No. 5285.

Background Summary:

Resolution No. 5285 authorizes the Mayor to execute an agreement between the City of Auburn and the Washington State Military Department for Hazard Mitigation Grant No. D16-010 for the Reservoir 1 Seismic Control Valve project.

Reservoir 1 is the City's largest water storage reservoir with a capacity of 5 million gallons. Large diameter pipes convey water from the reservoir to the distribution system. If a pipe breaks during an earthquake, the large volume of water in the reservoir will quickly flow out of the reservoir, causing local flooding, property damage, and loss of pressure, drinking water, and fire flow capability within the water distribution system. With the proposed project, the installed and functional seismic control valve will automatically close, keeping water in the reservoir and maintaining water supplies and pressures for both firefighting and consumption needs. It will also prevent water from escaping the reservoir to create a secondary flooding emergency.

Due to the importance of maintaining critical water facilities during an emergency, this project received a grant from the State of Washington to mitigate the hazards. State and Federal funding remaining from the emergency authorization to combat the 2014 Firestorm in Washington State is the grant source. The City applied for the grant in January 2015 and was notified in October 2016 that the application was approved.

Project Financing:

\$175,000.00 from Federal and State grant

\$25,000.00 from City of Auburn's Reservoir Repair and Replacement Program (local contribution)

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: February 21, 2017

Item Number: RES.I

RESOLUTION NO. 5 2 8 5

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, APPROVING
AND ACCEPTING THE HAZARD MITIGATION
GRANT FOR RESERVOIR 1 SEISMIC CONTROL
VALVE**

WHEREAS, the City of Auburn ("City"), Washington, provides drinking water to its customers within its water service area from its own water supplies; and

WHEREAS, Reservoir 1 is the City's largest water storage reservoir with a capacity of 5.0 million gallons; and

WHEREAS, large diameter pipes convey water from the reservoir to the distribution system; and

WHEREAS, if a pipe breaks during an earthquake, the large volume of water in the reservoir will quickly flow out of the reservoir, causing local flooding, and loss of pressure within the water distribution system; and

WHEREAS, installation of an automatic seismic control valve will retain water in the reservoir and lessen the negative impacts of an earthquake; and

WHEREAS, installation of seismic control valves at the City's reservoirs was identified in the City's *Comprehensive Water Plan* (October 2015); and

WHEREAS, the City applied for and received approval from the Washington State Military Department for a Hazard Mitigation Grant (Grant No. D16-010) to provide partial funding for the project entitled "Reservoir 1 Seismic Control Valve"; and

WHEREAS, it is in the best interest of the City to enter into an agreement with the State for a grant to mitigate a potentially life threatening hazard.

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

Section 1. That the Mayor is hereby authorized to execute an agreement between the City and the State of Washington for the receipt and utilization of hazard mitigation grant funds for Reservoir 1 Seismic Control Valve, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2017.

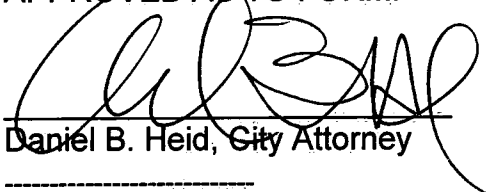
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No.
February 6, 2017
Page 2 of 2

RES.

**Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Sub-Grantee Name and Address: City of Auburn 25 W. Main Street Auburn, WA 98001		2. Total Grant Amount: \$200,000 Up to \$150,000 F, \$25,000 S, \$25,000 L		3. Grant Number: D16-010	
4. Sub-Grantee Contact, phone/email: Susan Fenhaus (253) 804-5061 sfenhaus@auburnwa.gov		5. Grant Start Date: September 15, 2016		6. Grant End Date: April 2, 2018	
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 Tim.cook@mil.wa.gov		8. Data Universal Numbering System (DUNS): 032942575		9. UBI # (state revenue): 171-000-010	
10. Funding Authority: Washington State Military Department (the "Department"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4168-DR-WA-6-R		12. Program Index # 744F2 / 742L3		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.039 (HMGP)	
14. TIN or SSN: 91-6001228					
15. Service Districts: (BY LEGISLATIVE DISTRICT): 30, 31 & 47 (BY CONGRESSIONAL DISTRICT): 8 & 9		16. Service Area by County(ies): King and Pierce County		17. Women/Minority-Owned, State Certified?: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other _____		19. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency			
20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO _____		21. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☒ SUBRECIPIENT ☒ OTHER			
22. BRIEF DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: Project 4168-6-R - Reservoir 1 Seismic Control Valve - Provide funds to City of Auburn to install seismic control valve at the City's largest reservoir, preventing water from escaping from the reservoir in case of an earthquake. Project details are noted in Attachment 3 - Certification and Assurances, Attachment 4 - Statement of Work and/or Description of the Project, Attachment 5 - Project Development Schedule, Attachment 6 - Project Budget, and the FEMA approved project application, each of which are incorporated herein by this reference.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Certification and Assurances (Attachment 3); Statement of Work and/or Description of Project (Attachment 4); Project Development Schedule (Attachment 5); Project Budget (Attachment 6); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. Statement of Work and/or Project Description as outlined in FEMA approved Project Application 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the contract incorporated by reference.					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUB-GRANTEE:		
Signature _____ Date _____ Richard A. Woodruff, Contracts Officer Washington State Military Department			Signature _____ Date _____ Nancy Backus, Mayor City of Auburn		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 1/28/2014 Assistant Attorney General			APPROVED AS TO FORM: _____ Date _____		

Form 1/28/2014

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I - KEY PERSONNEL:

1. The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	Susan Fenhaus	Name	Tim Cook
Title	Water Utility Engineer	Title	State Hazard Mitigation Officer
E-Mail	sfenhaus@auburnwa.gov	E-Mail	Tim.cook@mil.wa.gov
Phone	253-804-5061	Phone	253-512-7072
Name	Lisa Tobin	Name	Courtney Merwin
Title	Utilities Engineering Manager	Title	Hazard Mitigation Grant Program Coordinator
E-Mail	ltobin@auburnwa.gov	E-Mail	Courtney.merwin@mil.wa.gov
Phone	253-804-5062	Phone	253-512-7460
Name	Consuelo Rogel	Name	
Title	Financial Analyst	Title	
E-Mail	crogel@auburnwa.gov	E-Mail	
Phone	253-804-5023	Phone	

ARTICLE II – ADMINISTRATIVE AND /OR FINANCIAL MANAGEMENT AND ACCOUNTING:

The SUB-GRANTEE shall comply with all applicable state and federal laws, regulations, and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to FEMA grants are listed here for reference only, and include but are not limited to, the following:

1. Applicable FEMA CFR and Program Guidance provisions:
 - Title 44 Code of Federal Regulations (CFR) Part 206, Subpart N (206.430- .440), Hazard Mitigation Grant Program.
 - Title 44 CFR Part 79, Flood Mitigation Grants.
 - Title 44 CFR Part 80, Property Acquisition and Relocation for Open Space.
 - Title 44 CFR Part 7, Nondiscrimination in Federally Assisted Programs.
 - Title 44 CFR Part 9, Floodplain Management and Protection of Wetlands.
 - Title 44 CFR Part 10, Environmental Considerations.
 - Title 44 CFR Part 16, Enforcement of Nondiscrimination on the Basis of Handicap.
 - Title 44 CFR Part 17, Government wide Requirements for Drug-Free Workplace.
 - Title 44 CFR Part 18, New Restrictions on Lobbying.
 - *Hazard Mitigation Assistance Unified Guidance*, FEMA, July 12, 2013.
2. Cost Principles:
 - 2 CFR Part 220 – OMB Circular A-21, as revised, Cost Principles for Educational Institutions.
 - 2 CFR Part 225 as revised, Cost Principles for State, Local and Indian Tribal Governments.
 - 2 CFR Part 230 as revised, Cost Principles for Non-Profit Organizations.
3. Administrative Requirements:

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - OMB Circular A-102, as revised, Grants and Cooperative Agreements with State and Local Governments.
 - 2 CFR Part 215 – OMB Circular A-110, as revised, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
4. Audit Requirements:
 - OMB Circular A-133, as revised, Audits of States, Local Governments, and Non-Profit Organizations.
 5. The Sub-Grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note), and complete and return to the Department Attachment 7 attached to and made a part of this Agreement.

ARTICLE III – COMPENSATION SCHEDULE:

1. PROJECT FUNDING

The Department will administer the Hazard Mitigation Grant Program and will pass through the federal match and commit the required state match. The Sub-Grantee will commit the required local match.

- a. The total cost of the project (total project cost) for the purposes of this Grant Agreement is **\$200,000** dollars; PROVIDED that, if the total cost of the project when completed, or when this Grant Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the Sub-Grantee to the project shall be **\$25,000** dollars, or **12.5** percent, at minimum, of the total project cost. The Sub-Grantee's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the Department enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$150,000** dollars, or **75** percent of the total project cost, whichever is less.
- d. The value of the contributions by the Department to the project shall be **\$25,000** dollars, or **12.5** percent, at minimum, of the total project cost. The Department's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Department shall not be obligated to pay any amount beyond that set out in Subsections c and d above, unless that additional amount has been approved in advance by both the Department and Sub-Grantee and is incorporated by written amendment into this Grant Agreement.
- f. Except as provided in Article III, 1. g. of this Agreement, some flexibility to shift funds between budget categories is allowed as follows: Transfer of funds between total direct cost categories in the approved budget will not be reimbursed without the prior written authorization of the Department and FEMA when such cumulative transfers among those approved cost categories exceed 10 percent of the total budget. Approved budget categories are as specified or defined in the Project Budget, Attachment #6.
- g. Transfer of funds between construction and non-construction budget categories is allowed only upon prior written approval and authorization of the Department. Approved budget categories are as specified or defined in the Project Budget, Attachment #6.

2. GRANT AGREEMENT PERIOD

Activities payable under this Grant Agreement and to be performed by the Sub-Grantee under this Grant Agreement shall only be those after the obligation of federal funds on September

15, 2016 and shall terminate on April 2, 2018. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The Sub-Grantee shall complete the project as described in the FEMA approved project application 4168-6-R, incorporated in and made a part of this Agreement by reference, and as described in Attachments #4, #5 and #6. In the event of extenuating circumstances, the Sub-Grantee may request, in writing, that the Department extend the deadline for Grant Agreement completion. The Department may, in its sole discretion, extend the deadline only by written amendment to this Agreement.
- b. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the Department may have under this Grant Agreement, the amounts set out in Article III, section 1. **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- c. Failure to complete the project in a timely manner, as outlined in Attachment #5, is a material breach of this Grant Agreement for which the Department is entitled to termination or suspension under Attachment 2, section A.32.

3. **PROJECT PAYMENT(S)**

The Department, using disaster funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and the State of Washington, for the Hazard Mitigation Grant Program, shall issue payments to the Sub-Grantee as follows:

- a. Payment for eligible, reimbursable work completed and billed on an A-19, Voucher Distribution, upon receipt of acceptable documentation, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The Department reserves the right to withhold disbursement of up to 10 percent of the total project cost, as specified in Article III, section 1, Project Funding, to the Sub-Grantee until the project has been completed and given final approval by the Department.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the Sub-Grantee of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the Department.

Final payment by the Department also may be conditioned upon a financial review, if determined necessary by the Department. Adjustments to the final payment may be made following any audits conducted by the Department, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

ARTICLE IV – DOCUMENTATION

The Sub-Grantee is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

ARTICLE V – REPORTS:

1. In addition to the reports as may be required elsewhere in this Grant Agreement, the Sub-Grantee shall promptly prepare and submit the following reports to the Department's Key Personnel:
 - a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the

quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the Sub-Grantee should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the Sub-Grantee until a complete quarterly report is received by the Department.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

ARTICLE VI – TIME EXTENSIONS

A time extension request for Grant Agreement completion must be submitted by the Sub-Grantee to the Department no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project has not been completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

ARTICLE VII – SUBRECIPIENT MONITORING:

1. The Department may monitor the use of project funding, costs, and activities by the Sub-Grantee under this Grant Agreement during the Period of Performance and for the life of any equipment purchased under this Grant Agreement for compliance with federal and state laws and regulations, audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment 8 “OMB Circular A-133 Audit Certification Form” with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which form is incorporated in and made a part of this Agreement.
2. Monitoring activities may include, but are not limited to:
 - a. Review of quarterly project performance reports;
 - b. Review of all documentation related to Sub-Grantee completion of Grant Agreement deliverables and compliance with the Grant Agreement;
 - c. Review of reimbursement requests to ensure allowability and consistency with Grant Agreement budget;
 - d. On-site visits with the Sub-Grantee and of the project to review work in progress, equipment records and inventories, verify source documentation for reimbursement requests and performance reports, verify other supporting documentation, and verify completion of the project funded under this Grant Agreement.
3. As a subrecipient of federal funds, the Sub-Grantee is required to meet or exceed the monitoring activities, as outlined above, for all contractors, consultants, and subrecipients who receive pass-through funding from this Grant Agreement.

ARTICLE VIII – CLOSE-OUT

To initiate close-out, the Sub-Grantee is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the Department. After

receipt of the FINAL PROJECT REPORT form, the Department will conduct a site inspection and review supporting documentation for compliance with the requirements of the Grant Agreement. Prior to project close-out, the Sub-Grantee shall provide the Department with acceptable documentation supporting compliance with the Grant Agreement. General documentation supporting compliance with the Grant Agreement typically includes, but is not limited to, the following:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- Certification that the Sub-Grantee has met the environmental and historic preservation conditions of the grant award as described in this Grant Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Grant Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- Certification by an engineer, floodplain manager or other senior official of the Sub-Grantee that each completed structural elevation is in compliance with local ordinances and National Flood Insurance Program regulations and technical bulletins.
- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.
- Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The Department will consult with the Sub-Grantee regarding other documentation requirements of the Grant Agreement throughout the Period of Performance.

ARTICLE IX – ADDITIONAL SPECIAL CONDITIONS

1. CONSTRUCTION DOCUMENTS, CONTRACTS, CHANGE ORDERS

- a. Construction Document Approval: The Sub-Grantee agrees to submit one copy of all construction plans and specifications to the Department for review and approval ***prior to*** solicitation of bids for construction. Review by the Department will be for compliance with the terms of this Grant Agreement.
- b. Construction Contracts: Construction contracts shall be awarded through a process of competitive bidding, if required by federal, state and local law and in compliance with applicable procurement requirements of 44 CFR Part 13, section 13.36. Copies of all bids and contracts awarded shall be submitted to the Department upon request. Where all bids are substantially in excess of project estimates, the Department may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Grant Agreement.
- c. Construction Change Order: All change orders must be in writing and shall be submitted to the Department. The Sub-Grantee shall pay any increase in the cost of the project as the result of a change order, unless the Department has agreed to the change with a written amendment to this Grant Agreement.

2. PROCUREMENT

The Sub-Grantee shall comply with the requirements of 44 CFR Part 13, section 13.36, Procurement, when procuring services, supplies, and property funded by this grant agreement. The Sub-Grantee must use its own procurement procedures which are consistent with applicable State and local laws and regulations, ***provided*** that the procurements conform to applicable Federal law and the standards identified in 44 CFR Part 13, section 13.36. Depending upon the scale of the procurement and the type of services or property to be procured under this Grant Agreement, the Sub-Grantee must use one of the following for its procurement:

- a. Small purchases. The Sub-Grantee shall obtain price or rate quotations from an adequate number of qualified sources for securing services, supplies, or other property that do not cost more than the federal simplified acquisition threshold, currently set at \$100,000.
- b. Sealed bids (formal advertising). The Sub-Grantee shall publicly solicit and award a firm-fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
- c. Competitive proposals. The Sub-Grantee, when conditions are not appropriate for the use of sealed bids, shall solicit competitive proposals when more than one source is submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.
- d. Non-competitive proposals. The Sub-Grantee may procure services or property through solicitation of a proposal from only one source, or after solicitation of a number of sources if competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals, and one of the following circumstances applies: the item is available only from a single source; the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; the Department authorizes noncompetitive proposals; or competition is determined inadequate after solicitation of a number of sources.

The Sub-Grantee must maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Sub-Grantee will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Sub-Grantee will maintain records sufficient to detail the significant history of the procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The Sub-Grantee will conduct all procurement transactions in a manner providing full and open competition consistent with the standards of 44 CFR Part 13, section 13.36.

3. ACQUISITION AND MANAGEMENT OF EQUIPMENT

The Sub-Grantee agrees that all equipment purchased under this Grant Agreement will be recorded and maintained in the Sub-Grantee's equipment inventory system, in compliance with 44 CFR 13.32, Equipment.

- a. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-Grantee.
- b. The Sub-Grantee shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
- c. The Sub-Grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
- d. Records for equipment shall be retained by the Sub-Grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-Grantee until all litigation, claims, or audit findings involving the records have been resolved.
- e. The Sub-Grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-Grantee to determine the cause of the difference. The Sub-Grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- f. The Sub-Grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
- g. The Sub-Grantee will develop adequate maintenance procedures to keep the property in good condition.
- h. If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- i. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
 - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-Grantee with no further obligation to the awarding agency.
 - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-Grantee shall compensate the Federal-sponsoring agency for its share.
- j. As a subrecipient of federal funds, the Sub-Grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all contractors,

consultants, and subrecipients who receive pass-through funding from this grant agreement.

4. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
- a. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (j) Clean Air Act of 1970, (k) Clean Water Act of 1977, (n) Coastal Wetlands Planning, (o) Protection, and Restoration Act of 1990, (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
 - b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
 - c. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
 - d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
 - e. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
 - f. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
 - g. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
 - h. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
 - i. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
 - j. The False Claims Act (FCA) (31 U.S.C. § 3729).

- k. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
- 5. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- 6. The Sub-grantee must obtain FEMA and Department of Homeland Security (DHS) approval prior to using the FEMA or DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- 7. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- 8. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
- 9. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publically-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
- 10. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Mitigation Grants

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- a. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- b. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- c. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the Department are one and the same.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities, and policies.
- e. **"Project"** shall mean those activities as described in the FEMA approved project application 4168-6-R, which are incorporated in and made a part of this Agreement by reference, and as described in Attachments #4, #5 and #6.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F or Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007), as applicable. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F/Circular No. A-133. As defined in 2 CFR Part 200/Circular A-133, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Sub-grantees that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Sub-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F/Circular A-133, to include the

Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F/Circular A-133.

The Sub-grantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The Sub-grantee is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Sub-grantee must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Sub-grantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Sub-grantee must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Sub-grantee must send the audit and the letter no later than nine (9) months after the end of the Sub-grantee's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the Sub-grantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Sub-grantee claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F/Circular A-133, Sub-grantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Sub-grantee fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Sub-grantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F/Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F/Circular A-133, the Sub-grantees failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F/Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Sub-grantee shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Sub-grantee or the Department may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Sub-grantee. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Sub-grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The Department relies upon the Sub-Grantee's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Grant Agreement.

A.6 ASSURANCES

Department and Sub-grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the Sub-grantee certifies that the Sub-grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the Department, the Sub-grantee shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sub-grantee for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the Sub-grantee agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Sub-grantee certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the Sub-grantee may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Sub-grantee also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Sub-grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the Sub-grantee who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Sub-grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Sub-grantee and all its contractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the Sub-grantee's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the Department may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The Sub-grantee is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Sub-grantee's responsibilities with respect to services provided under this Grant Agreement is

prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 DUPLICATION OF BENEFITS

The Sub-Grantee agrees that the mitigation grant funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same purpose from any other source. The Sub-Grantee will pursue full payment of eligible insurance benefits for properties covered in a project under this Grant Agreement. The Sub-Grantee will repay any mitigation grant funds that are duplicated by other benefits, funds, or insurance proceeds.

A.14 HAZARDOUS SUBSTANCES

The Sub-Grantee shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The Sub-Grantee shall fully disclose to the Department the results of its inspection and investigation and all other knowledge the Sub-Grantee has as to the presence of any hazardous substances at the proposed development/construction project site. The Sub-Grantee will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.15 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the Sub-grantee, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Sub-grantee, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the Sub-grantee further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Sub-grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sub-grantee, or Sub-grantee's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.16 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Sub-grantee or Alternate for the Sub-grantee, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Sub-grantee shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.17 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Sub-grantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.18 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the Sub-grantee.

A.19 NONDISCRIMINATION

The Sub-grantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.20 NOTICES

The Sub-grantee shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.21 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Sub-grantee represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Sub-grantee's performance under this Grant Agreement. To the extent allowed by law, the Sub-grantee further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Sub-grantee to so comply.

A.22 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Sub-grantee. The Sub-grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.23 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.24 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. Sub-Grantee and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law or court order. Sub-Grantee agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Sub-Grantee through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Sub-Grantee agrees to indemnify and hold harmless the Department for any damages related to the Sub-Grantee's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.25 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.26 PUBLICITY

The Sub-grantee agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Sub-grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Sub-grantee may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.27 RECAPTURE PROVISION

In the event the Sub-grantee fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Sub-grantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorney fees.

A.28 RECORDS

- a. The Sub-grantee agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sub-grantee's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The Sub-grantee's records related to this Grant Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Sub-grantee with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the Sub-grantee for such inspection and audit, together with suitable space for such purpose, at any and all times during the Sub-grantee's normal working day.
- d. The Sub-grantee shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.29 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Sub-grantee with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the Sub-grantee. The Department undertakes no responsibility to the Sub-grantee, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Sub-grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Sub-grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The Sub-grantee shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Sub-grantee in connection with the project. The Sub-grantee shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection

with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.30 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.31 SUB-CONTRACTING

The Sub-grantee shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the Sub-grantee.

As required by Section 694 of the "Post-Katrina Emergency Management Reform Act" (P.L. 109-295), which amended section 307 of the Stafford Act, 42 U.S.C. 5150, contracts or agreements with private organizations, firms or individuals for debris clearance, distribution of supplies, reconstruction, and other major disaster assistance activities, shall be awarded to those organizations, firms and individuals residing or doing business primarily in the geographical area affected by the disaster, to the extent feasible and practicable. Such contracts or agreements with private organizations, firms, or individuals, not residing or doing business primarily in the geographical area affected by the declared disaster shall be justified in writing in the Sub-Grantee's contract file, with documentation provided to the Department. Contracts in place prior to a declaration should be transitioned to such local organizations, firms or individuals unless the head of the Sub-Grantee organization determines that it is not feasible or practicable. This determination must be documented in the Sub-Grantee's grant agreement file, with documentation provided to the Department. The transition requirement should not be construed to require an Sub-Grantee to breach an existing contract.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
- 2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
- 4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
- 5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess

of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).

- 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- 7) Notice of awarding agency requirements and regulations pertaining to reporting.
- 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
- 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

The Department reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and Department to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.32 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Sub-grantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the Department in any manner whatsoever. The Sub-grantee will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason of this Grant Agreement, nor will the Sub-grantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Sub-grantee is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.33 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the Sub-grantee shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Sub-grantee or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.34 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the Sub-grantee may terminate this Grant Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Sub-grantee. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds. In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.35 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Sub-grantee has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Sub-grantee unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the Department has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The Department may notify the Sub-grantee in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Sub-grantee an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Sub-grantee liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Sub-grantee an opportunity to cure, the Department shall notify the Sub-grantee in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Grant Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Sub-grantee, if allowed, or pending a decision by the Department to terminate the Grant Agreement in whole or in part.

In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the

competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Sub-grantee: (1) was not in default or material breach, or (2) failure to perform was outside of the Sub-grantee's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.36 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Grant Agreement, the Sub-grantee shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the Department may require the Sub-grantee to deliver to the Department any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Sub-grantee agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, and the amount agreed upon by the Sub-grantee and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Sub-grantee for termination. The Department may withhold from any amounts due the Sub-grantee such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Sub-grantee shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Sub-grantee under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Grant Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Sub-grantee and in which the Department has or may acquire an interest.

A.37 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Sub-grantee may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.38 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Sub-grantee is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The Sub-grantee may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.39 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.40 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The Sub-grantee, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

CERTIFICATION AND ASSURANCES**FEMA Form 20-16B: Assurances – Construction Programs**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without prior permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4701 et seq.) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 USC chapter 63), as amended.
10. Will comply, as applicable, with all state and federal statutes, regulations and executive orders relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC Section 2000d) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681 et seq.), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended (29 USC Section 794), which prohibits discrimination on the basis of disabilities; (d) the Age

Discrimination Act of 1975, as amended (42 USC Sections 6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 USC Section 290-dd-2, as amended, relating to confidentiality of substance abuse patient records; (h) the Fair Housing Act (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, as applicable, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply, as applicable, with the provisions of the Hatch Act (5 USC Sections 1501 et seq.), as amended, which limit the political activities of certain employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with labor and wage provisions related to certain federally assisted contracts (e.g., the wage rate requirements in the Davis-Bacon Act, 40 USC Sections 3141 et seq., as amended, the Copeland Anti-Kickback provisions in 40 USC Section 3145 and 18 USC Section 874, as amended, and the Contract Work Hours and Safety Standards in 40 USC Sections 3701 et seq.).
14. Will comply, as applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
15. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) protection and enhancement of environmental quality pursuant to the National Environmental Policy Act of 1969 (PL 91-190), as amended, and Executive Order (EO) 11514, as amended; (b) administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants, or loans pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990, as amended; (d) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972 (PL 92-583), 16 USC Section 1451 et seq.; (f) Air Quality and Emission Limitations pursuant to 42 USC Section 7401 et seq.; (g) the Safe Drinking Water Act of 1974 (PL 93-523), as amended; and (h) the Endangered Species Act of 1973 (PL 93-205), as amended.
16. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (PL 90-542), 16 USC Section 1271 et seq., as amended.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), as amended, 16 USC Section 470, as amended, EO 11593 (protection and enhancement of the cultural environment), and the Archaeological and Historic Preservation Act, 16 USC Section 469 et seq., as amended.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and applicable OMB Circulars.
19. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations, Circulars, and policies governing or applicable to this program.
20. Will comply, as applicable, with the Federal Fair Labor Standards Act, 29 USC Section 201 et seq..

21. Will obtain approval, if required, by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; will construct the project, or cause it to be constructed, to final completion in accordance with the approved plans and specifications; will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; and will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. Will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. Will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance obligates the applicant, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

Authorized Signature _____

Authorized Applicant Agent:

Nancy Backus, Mayor

Date:

Alternate Authorized Signature _____

Authorized Alternate Applicant Agent:

Lisa Tobin, Utilities Engineering Manager

Date:

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

Sub-Grantee: City of Auburn
 PROJECT TITLE: Reservoir 1 Seismic Control Valve

The purpose of this project is for City of Auburn to install and make fully functional a seismic control valve at the City of Auburn's Reservoir 1, preventing water from escaping from the reservoir in case of an earthquake. Reservoir 1 is located at 2003 Auburn Way South, Auburn, WA 98002.

A specific and more detailed scope of work is found in the FEMA approved Project Application 4168-6-R, which is incorporated herein by reference.

City of Auburn Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project-Attachment 4, comply with the Project Development Schedule-Attachment 5, and comply with the Project Budget-Attachment 6.
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the Sub-Grantee to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the Department.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the Department; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 6. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by Department staff of invoices to the Sub-Grantee if the Sub-Grantee is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the Department.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the Sub-Grantee must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the Department and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the Department and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Grant Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. Sub-Grantee must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the Sub-Grantee notifies the Department, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the Sub-Grantee is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the Sub-Grantee shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the Department and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National

Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.

- k. Resubmit the project to the Department and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.
- m. (Additional requirements as noted by FEMA in grant award document).
- n. Cost overruns in excess of the approval budget are fully the responsibility of the Sub-Grantee, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program (HMGP) only: A request for additional funds to cover a cost overrun may be granted by the Department and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-DR-4168-WA. A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2013 Hazard Mitigation Assistance Unified Guidance apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The Sub-Grantee (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 44 of the 2013 Hazard Mitigation Assistance Unified Guidance:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

- c. Copies of the recorded notices for each property will be provided to the Department at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The Sub-Grantee must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the Sub-Grantee will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation / Notice of Voluntary Interest signed by each participating property owner will be provided to the Department by project close-out.

- b. The Sub-Grantee agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes.

- c. The Sub-Grantee agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the Department.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the Department by project close-out.

- d. The Sub-Grantee accepts all of the requirements of the deed restriction governing the use of the land.

- e. The Sub-Grantee ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the Sub-Grantee's consideration of this issue will be provided to the Department by project close-out.

- f. The Sub-Grantee must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the Department by project close-out.

- g. The Sub-Grantee will remove existing buildings from acquired properties within 90 days of settlement. The Sub-Grantee will provide confirmation to the Department as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The Sub-Grantee will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the Department by project close-out.

- h. The Sub-Grantee agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the Department.

The Sub-Grantee will provide a copy of the completed form to the Department by project close-out.

- i. The Sub-Grantee agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2013 Hazard Mitigation Assistance Unified Guidance and the Addendum to the 2013 Hazard Mitigation Assistance Unified Guidance which are incorporated herein by reference):

1. Restriction on future disaster assistance for damages to the property.

2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.
4. Requirements pertaining to future transfer of property interest.
5. Requirement for Sub-Grantee monitoring and inspection of the acquired property at least every 3 years. The Sub-Grantee will provide the Department with a report on the result of the inspection within 90 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Reimburse City of Auburn within 30 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 6. The Department will return invoices to the Sub-Grantee if the Sub-Grantee is unable to provide sufficient documentation within 15 calendar days of the Department's written request for additional documentation to support the reimbursement request.
3. Coordinate with the staff of City of Auburn to schedule any sub-recipient monitoring, site visits or final inspections by Department staff.

PROJECT DEVELOPMENT SCHEDULE

Sub-Grantee: City of Auburn
 PROJECT TITLE: Reservoir 1 Seismic Control Valve

<i>DESCRIPTION OF ACTIVITY/TASK</i>	<i>SCHEDULED COMPLETION DATE</i>
Consultant selection	3 Months
Contract negotiation/execution	3 Months
Preliminary design	2 Months
Detailed design	3 Months
Permitting	1 Month
Project bid	3 Months
Project construction	3 Months
Total Time Required to Complete This Project: 17 months *Requests for extension will be reviewed on a quarterly basis as necessary.	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	January 15, 2017; April 15, 2017; July 15, 2017; October 15, 2017; January 15, 2018; April 15, 2018; July 15, 2018;

PROJECT BUDGET

Sub-Grantee: City of Auburn
 PROJECT TITLE: Reservoir 1 Seismic Control Valve

<i>APPROVED BUDGET CATEGORY</i>	<i>ESTIMATED COST</i>
Administrative and legal expenses, etc.	\$5,000
Architectural, engineering, geotechnical, etc.	\$15,000
Project inspection fees	\$15,000
Site work	\$4,000
Demolition and removal	\$1,000
Construction	\$95,000
Equipment	\$50,000
Miscellaneous – Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, Indirect, etc	\$15,000

TOTAL	\$200,000
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Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the Sub-Grantee within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the Department. Final payment also may be conditioned upon a financial review, if determined necessary by the Department. Adjustments to the final payment may be made following any audits conducted by the Department, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

Per HMGP program guidance, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the Applicant shall pay the costs in excess of the approved budget. Project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program only: A request for additional funds to cover a cost overrun may be granted by the Department and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-DR-4168-WA. A request for additional funds must be fully documented and justified.

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize

unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

Officer Name	Total Compensation

WORKSHEET

Subrecipient Agency: City of Auburn				
Grant and Year: HMGP Hazard Mitigation Grant 2016		Agreement Number: FEMA-4168-DR-WA-6-R		
Completed by:	<u>Susan Fenhaus</u> Name	<u>Water Utility Engineer</u> Title	<u>253-804-5061</u> Telephone	
Date Completed: XXX 2016				
STEP 1				
Is your grant agreement less than \$25,000?	YES ☐ ()	STOP, no further analysis needed, GO to Step 6	NO ☒ ()	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐ ()	GO to STEP 3	NO ☒ ()	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES ☐ ()	GO to STEP 4	NO ☐ ()	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐ ()	STOP, no further analysis needed, GO to step 6	NO ☐ ()	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

OMB Circular A-133 Audit Certification Form

Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization): City of Auburn	
Authorized Chief Financial Officer (Central Accounting Office): Shelley Coleman	
Address: 25 W. Main Street Auburn, WA 98001	
Email: scoleman@auburnwa.gov	Phone #: 253-804-5019

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***is not*** subject to A-133 requirements, you must complete Section A of this Form. If your entity ***is*** required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- ☐ We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- ☐ We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:_____.

- ☐ We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:_____.

- ☐ Our completed A-133 Audit will be available on [enter date]_____ for Fiscal Year ending [enter date]_____. We will forward a copy of the audit report to you at that time unless it will be available online at: <http://www.>_____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Chief Financial Officer: _____ Date: _____

Print Name & Title: Shelley Coleman, Finance Director _____

WMD Form 1009-13, 8/19/2013

HAZARD MITIGATION GRANT FOR RESERVOIR 1 SEISMIC CONTROL VALVE

SUSAN FENHAUS
CITY COUNCIL MEETING
FEBRUARY 21, 2017

Finance Department
And

RES.I
Community Development and Public Works Department

AUBURN
VALUES

S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

TONIGHT'S AGENDA

- Project overview
- Grant details
- Project schedule
- Resolution No. 5285 to approve a grant for Reservoir 1 seismic control valve

PROJECT OVERVIEW



RESERVOIR 1



SEISMIC CONTROL VALVE



GRANT DETAILS

- **\$200,000.00 Total Project Cost**
 - \$150,000.00 federal funds – Grant portion
 - \$ 25,000.00 state funds – Grant portion
 - \$ 25,000.00 local funds – City portion

- **Administrative process similar to other state and federal grant-funded projects in Auburn**
 - Environmental review (SEPA)
 - Buy American
 - Prevailing wages
 - Quarterly reporting of costs

PROJECT SCHEDULE

	Jan-June 2017	July-Dec 2017	Jan-June 2018	July-Dec 2018
City Council Approve Resolution	2/21/17 			
Consultant Selection and Contract				
Design				
Permitting				
Bid				
Construction				

AGREEMENT EXECUTION

- Approve Resolution No. 5285 to execute Washington State Military Department Hazard Mitigation Grant No. D16-010 for the project cost of \$200,000.00
- Deadline for execution is March 13, 2017



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5286

Date:

February 15, 2017

Department:

Community Development & [Res 5286](#)
Public Works

Attachments:**Budget Impact:**

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5286.

Background Summary:

Since the early 2000's, the City of Auburn has worked to promote the redevelopment of the former Valley 6 Drive-In Theater Complex also known as the Auburn Gateway Project is comprised of approximately seventy (70) acres of land in the northeast corner of the City, generally bordered by South 277th Street to the north, 45th Street NE to the south, Auburn Way North to the west, and Port of Seattle owned property to the east. The owner and intended developer of the Auburn Gateway Project is Auburn Properties, Inc., a Washington corporation, that is an affiliate of Robertson Properties Group, which in turn is a subsidiary of Decurion Corporation. As memorialized in the Whereas clauses of Resolution No. 5286, these efforts have including but are not limited to completion of an environmental impact statement, right-of-way vacation, execution of a long-term development agreement that offered vesting opportunities for certain development regulations, adoption of a new development code chapter, execution of an interlocal agreement with the Port of Seattle for flood storage capacity that could be available to the Auburn Gateway Project and adoption of a zoning change for the property to Mixed Use Commercial (C-4) that is a zoning designation unique to the Auburn Gateway Project. More recently, the City of Auburn: 1) completed a capital project for utility improvements costing over \$1.9 Million along D Street NW within the Auburn Gateway Project area to facilitate storm, water and sanitary sewer improvements that also benefit the Auburn Gateway Project; 2) completed extensive efforts to de-annex the right-of-way of S 277th Street from King County and the City of Kent and annex the right-of-way into the City of Auburn to accommodate necessary improvements along S 277th Street; and 3) initiated Capital Project No. C222A (277th-Auburn Way N. to Green River Bridge) capital construction project will complete the widening of S 277th Street from the intersection of Auburn Way North to L Street NE, including the construction of a pedestrian trail and

relocation of the floodway along S 277th Street at an estimated cost of over \$8.9 million. For the latter project, Auburn Properties, Inc. voluntarily contributed 73,094 square feet of public right-of-way dedications and 162,477 square feet of public easement dedications at an estimated value of \$1,300,000.00 and \$1,000,000.00 in direct monetary contribution to the construction of the City's Project, thereby taking advantage of the completion of significant frontage improvements along the northern boundary of the Auburn Gateway Project.

Mayor Backus and Economic Development Manager Lein will be meeting soon with the senior leadership of Auburn Properties, Inc. to encourage near-term redevelopment of the Auburn Gateway Project. Resolution No. 5286 is intended to remind this senior leadership group of all of the actions taken by the City to date to support private sector redevelopment efforts and to memorialize the Council's desire and support for the near-term redevelopment of the Auburn Gateway Project site recognizing the substantive positive public benefits said redevelopment could have for the residents, citizens and businesses of Auburn including but not limited increased retail and personal service options in the northern portion of the City, improved circulation and mobility options in the northern portion of the City and increased property tax and sales tax revenues to support the City's provision of services to its residents, citizens and businesses. In addition, Resolution No. 5286 expresses the Council's support for the Mayor and City staff to continue to pursue near-term redevelopment of all of the properties covered by the Auburn Gateway Project in conformance with adopted Plans and City standards and in appropriate partnership engagements with Auburn Properties, Inc. and encourages the Mayor and City staff to bring to the City Council any proposals for its consideration that could help expedite the successful redevelopment of the Auburn Gateway Project site for the benefit of Auburn residents, citizens and businesses.

Reviewed by Council Committees:

Other: Planning & Legal

Councilmember:

Staff: Snyder

Meeting Date: February 21, 2017

Item Number: RES.J

RESOLUTION NO. 5 2 8 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON EXPRESSING ITS DESIRE AND SUPPORT FOR THE NEAR-TERM REDEVELOPMENT OF THE FORMER VALLEY 6 DRIVE-IN THEATER COMPLEX ALSO KNOWN AS THE AUBURN GATEWAY PROJECT

WHEREAS, the former Valley 6 Drive-In Theater Complex also known as the Auburn Gateway Project is comprised of approximately seventy (70) acres of land in the northeast corner of the City, generally bordered by South 277th Street to the north, 45th Street NE to the south, Auburn Way North to the west, and Port of Seattle owned property to the east; and

WHEREAS, the former Valley 6 Drive-In Theater Complex, prior to its closure and demolition, positively contributed to the social and economic well-being of the citizens of the City of Auburn; and

WHEREAS, Auburn Properties, Inc., a Washington corporation, that is an affiliate of Robertson Properties Group, which in turn is a subsidiary of Decurion Corporation, is the owner and intended developer of the Valley 6 Drive-In Theater Complex also known as the Auburn Gateway Project; and

WHEREAS, in July 2004, the City of Auburn issued a Final Environmental Impact Statement (FEIS) for the Northeast Auburn/Robertson Properties Special Area Plan, a designated special planning area in the Auburn Comprehensive Plan; and

WHEREAS, the FEIS covered an application by Auburn Properties, Inc. to redevelop its property located in the area designated as the "*Northeast Auburn Special Area Plan*"; and

WHEREAS, the FEIS identified and analyzed all attendant environmental impacts of a preferred alternative comprised of three (3) redevelopment options including: a)

Option I – 200,000 square feet of retail space and 1,600,000 square feet of office space or b) Option II - 720,000 square feet of retail space or c) Option III – 360,000 square feet of retail space and 500 multi-family units; and

WHEREAS, in July 2007, the City of Auburn by Ordinance No. 6102 vacated a portion of the right-of-way the city owned for the alignment of the north-south I Street NE, through the Port of Seattle Property in exchange for other right-of-way in a configuration that befitted the planned future street network for the Auburn Gateway Project as analyzed in the Final Environmental Impact Statement (FEIS); and

WHEREAS, the Auburn City Council approved Ordinance No. 6183 on June 16, 2008 provisionally adopting the Northeast Auburn Special Area Plan conditioning implementation of its approval on subsequent adoption of a development agreement and a “*planned action*” ordinance under Revised Code of Washington (RCW) 43.21C.031; and

WHEREAS, on November 2, 2011, the City of Auburn published an addendum to the FEIS that assessed the environmental impacts of the acquisition and development of an additional eleven (11) acres into the project area, proposed phased project development in two phases that could be developed independently or jointly, changes in city regulations and development standards and changes in external circumstances over the intervening period of time including the completion of the Port of Seattle's adjacent wetland mitigation property construction, the completion of the adjacent Trail Run Subdivision and the completion of the proximate Monterey Park Subdivision and associated I Street NE extension; and

WHEREAS, the Auburn City Council approved Resolution No. 4756 on November 15, 2011 approving a fifteen (15) year Development Agreement authorized pursuant to

Revised Codes of Washington (RCW) 36.70B.170-210 between the City and Auburn Properties, Inc. that addresses project development standards, mitigation, design standards, approach to phasing, review procedures, vesting issues, and other appropriate development requirements to provides the City and Robertson Properties with certainty as to the type of Project that will be built, and the type of mitigation that will be provided; and

WHEREAS, the approved aforementioned Development Agreement is intended to provide Auburn Properties, Inc. with the flexibility to reasonably respond to market conditions with limitations mutually agreed to by the City and Auburn Properties, Inc., and that further, in exchange for this flexibility, the City will receive a planned mixed use development consistent with applicable chapters of the City of Auburn Comprehensive Plan including but not limited to the Northeast Auburn Special Area Plan and the goals for this area set forth in the Development Agreement; and

WHEREAS, the approved Development Agreement vested the "Auburn Gateway Architectural and Site Design Standards" that was attached the Agreement for the entire term of the Agreement, thereby providing Auburn Properties, Inc. with a high level of certainty on building and site design elements and costs; and

WHEREAS, the approved Development Agreement vested the Auburn Gateway Project's right-of-way requirements for the "footprint design" requirements as of the effective date of this Development Agreement; and

WHEREAS, the approved Development Agreement vested development regulations pertaining to land use and zoning requirements, such as permitted, conditional and prohibited uses and lot development standards but excluding building, engineering and environmental regulations to the C4, Mixed Use Commercial Zoning

District applied to the Auburn Gateway Project through the Auburn City Council's approval of Ordinance No. 6183; and

WHEREAS, the approved Development Agreement vested over three (3) rolling five (5) year periods, those development regulations other than land use and zoning, whereby the development regulations in effect on December 31 of the last year of the prior vesting period shall replace the development regulation in effect, prior thereto; and

WHEREAS, the Auburn City Council approved Ordinance No. 6382 on November 21, 2011 approving the addition of Chapter 18.08, Northeast Auburn Special Area Plan and Auburn Gateway Planned Action to the Auburn Municipal Code, thereby establishing a Planned Action designation for the Auburn Gateway Project that will help streamline and expedite future development review by relying on completed and existing detailed environmental analysis for the subject development site; and

WHEREAS, the Auburn City Council approved Ordinance No. 6426 on October 15, 2012 approving a rezone application for the Auburn Gateway Project from C3, Heavy Commercial to C4, Mixed Use Commercial, a designation unique to the Auburn Gateway Project site; and

WHEREAS, the Auburn City Council on July 16, 2012 approved Resolution No. 4841 an interlocal agreement between the City of Auburn and the Port of Seattle to secure the right to control available surplus flood storage capacity that was constructed as part of the Port of Seattle's wetland mitigation construction for the City's use and make it available for private property owner's including Auburn Properties Inc.; and

WHEREAS, the City of Auburn completed a capital project for utility improvements costing over \$1.9 Million along D Street NW within the Auburn Gateway Project area to facilitate storm, water and sanitary sewer improvements that also benefit

the Auburn Gateway Project; and

WHEREAS, the City of Auburn completed extensive efforts to de-annex the right-of-way of S 277th Street from King County and the City of Kent and annex the right-of-way into the City of Auburn to accommodate necessary improvements along S 277th Street; and

WHEREAS, the City of Auburn has initiated Capital Project No. C222A (277th-Auburn Way N. to Green River Bridge) capital construction project will complete the widening of S 277th Street from the intersection of Auburn Way North to L Street NE, including the construction of a pedestrian trail and relocation of the floodway along S 277th Street at an estimated cost of over \$8.9 million; and

WHEREAS, in recognition of the substantive benefit from participation in the City's Capital Project No. C222A, Auburn Properties, Inc. voluntarily contributed 73,094 square feet of public right-of-way dedications and 162,477 square feet of public easement dedications at an estimated value of \$1,300,000.00 and \$1,000,000.00 in direct monetary contribution to the construction of the City's Project, thereby taking advantage of the completion of significant frontage improvements along the northern boundary of the Auburn Gateway Project; and

WHEREAS, the design and construction of the City's Capital Project No. C222A, has been coordinated with the future development of Auburn Gateway Project and specifically accommodates and provides for the future construction of the intersection of I St NE at S 277th Street, an expandable stormwater management facilities, and the construction of stream replacement mitigation that benefits the future Auburn Gateway Project; and

WHEREAS, the aforementioned plans, approvals and projects exhibit the mutual

desire of the City of Auburn and Auburn Properties, Inc. to work collaboratively together for the successful redevelopment of the Auburn Gateway Project site; and

WHEREAS, the Auburn City Council desires to continue to work in partnership with Auburn Properties, Inc., the Mayor and City staff to realize the near-term successful redevelopment of all of the properties covered by the Auburn Gateway Project; and

WHEREAS, the Auburn City Council recognizes that there is finite funding to support needed and required public improvements to support the successful redevelopment of the Auburn Gateway Project site, and as such, strongly encourages Auburn Properties, Inc. to work with the City to bring forward near-term detailed development plans such that timely and certain funding sources for said public improvements can be ascertained, thereby providing Auburn Properties, Inc. with a certain desire level of certainty.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: Expression of Council Desire and Support. The City Council of the City of Auburn, Washington expresses its desire and support for the near-term redevelopment of the Auburn Gateway Project site recognizing the substantive positive public benefits said redevelopment could have for the residents, citizens and businesses of Auburn including but not limited increased retail and personal service options in the northern portion of the City, improved circulation and mobility options in the northern portion of the City and increased property tax and sales tax revenues to support the City's provision of services to its residents, citizens and businesses.

Section 2: Support for Mayor and City Staff Efforts. The City Council expresses its support for the Mayor and City staff to continue to pursue near-term

redevelopment of all of the properties covered by the Auburn Gateway Project in conformance with adopted Plans and City standards and in appropriate partnership engagements with Auburn Properties, Inc. Further, the City Council encourages the Mayor and City staff to bring to the City Council any proposals for its consideration that could help expedite the successful redevelopment of the Auburn Gateway Project site for the aforementioned public benefits specified in Section 1 of this Resolution.

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

Section 4. Full Force and Effect. This Resolution shall be in full force and effect upon passage and signatures hereon.

SIGNED and DATED this _____ day of _____, 2017

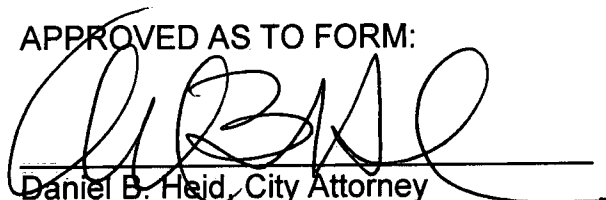
CITY OF AUBURN

NANCY BACKUS, Mayor

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney