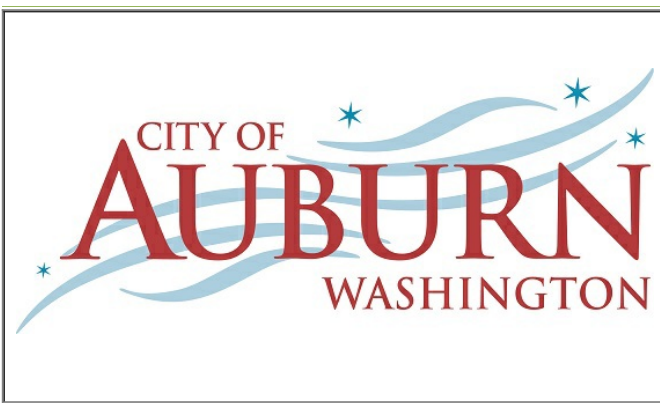


	City Council Study Session Muni Services SFA January 24, 2022 - 5:30 PM City Hall Council Chambers and Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The Auburn City Council Meeting scheduled for Monday, January 24, 2022 at 5:30 p.m. will be held in person and virtually.

Virtual Participation Link:

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

Zoom: <https://us06web.zoom.us/j/86466728513>

The public can also view the meeting on YouTube:
<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

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

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 864 6672 8513

B. Roll Call

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Transportation Advisory Board 2021 Annual Report (Gaub)(15 Minutes)

B. Legislative Update (Hinman)(10 Minutes)
City of Auburn 2022 Legislative Update

C. Resolution No. 5645 (Tate)(10 Minutes)

A Resolution authorizing the Mayor to enter into a contract with the Auburn Area Chamber of Commerce for the purposes of providing Tourism and Marketing services

V. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Police Overview (Caillier)(20 Minutes)

2022 Update on King County Restorative Community Pathways

VI. OTHER DISCUSSION ITEMS

VII. NEW BUSINESS

VIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Transportation Advisory Board 2021 Annual Report (Gaub)(15 Minutes)

Date:

January 11, 2022

Department:

Public Works

Attachments:

[TAB Annual Report Memo](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

The Transportation Advisory Board (TAB) is a community advisory body that reviews, discusses, and advises on transportation-related projects and programs. It is composed of 15 positions, and each member is appointed by the Mayor and confirmed by the City Council.

The TAB Chair and Senior Transportation Planner will present the 2021 Annual Report to the City Council. The report summarizes work and discussions completed by the TAB in 2021.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: January 24, 2022

Item Number:



Memorandum

To: Transportation Advisory Board
From: Cecile Malik, Senior Transportation Planner
Date: January 11, 2022
Re: 2021 Annual Board Work Plan Report

In March 2021, the Transportation Division developed and presented an annual work plan for the upcoming year to the Transportation Advisory Board.

In developing its work plan, Staff considered the following:

- Board advisory focus areas listed in Chapter 2.94.
- Departmental Staff work priorities.
- Board members' knowledge, interest, and expertise.

The 2021 Annual Board Work Plan approved by the Board was used to develop this end of year report, which will be presented to the Auburn City Council in January 2022 by the Board chairperson accompanied by the Senior Transportation Planner.

TAB Membership Updates:

Three vacant Transportation Advisory Board positions have been filled.

- Christian Faltenberger, Chamber of Commerce
- Cheryl Rakes, Downtown Auburn Cooperative
- Cynthia Rapier, Green River Community College

One member lost: Pamela Gunderson (Senior Citizen Representative) passed away in June 2021. Her passion for Transportation in Auburn will not be forgotten.

Current Board members:

Position	Name	Appointed on	Term Ending
High School Student (Chair)	Waylon Menzia	3/16/20	12/31/22
Auburn School District (Vice Chair)	Dennis Grad	4/18/16	12/31/22
Green River College	Cynthia Rapier	3/15/21	12/31/23
Auburn Downtown Cooperative	Cheryl Rakes	3/15/21	12/31/23
Muckleshoot Indian Tribe	Riley Peterson	11/19/19	12/31/22
Local Business (1)	Michael Harbin Jr	4/18/16	12/31/21

Bicycling Community	David Jensen	2/21/17	12/31/22
Citizen at Large (1)	Peter Di Turi	7/16/18	12/31/23
Transit User	Sarah Shaw	7/16/18	12/31/23

Board Vacancies:

- Citizen at Large (2 positions)
- Senior Citizen
- Local Business
- American w/Disabilities (ADA)
- Auburn Area Chamber of Commerce

2021 Annual Work Plan Report

1. Discussion Topics:

March: Transportation issues for transit riders

Presentation: Jeremy Fichter presented Metro's updates on the services changes, the future RapidRide I Line, COVID impacts, and recovery plan.

Discussion topics raised:

Need for Sound Transit Garage project to move forward.

➔ A special meeting was scheduled in July for Sound Transit staff to present the realignment plan to the TAB, and collect TAB members feedback – the garage project remained on the priority list and will move forward.

Need for better safety on Transit buses, especially important for students.

➔ Metro shared that they are investing in more transit safety agents, and TAB members were invited to participate in a survey to help shape Transit Safety on Metro's Transit system.

Questions about future service to the 15th Street Park & Ride.

➔ There is no information available to date about future service to this park & ride, however, information was shared with the TAB that the City was in the process of purchasing some of the property for the Airport.

June: Transportation issues for pedestrians & cyclists

Presentation: Staff provided an overview of the non-motorized chapter of the Comprehensive Transportation Plan, the non-motorized transportation planning process, the challenges, and the opportunities. The presentation included a review of the comprehensive transportation plan policies, and budget limitations.

Discussion topics raised:

Several locations were brought up either as options for future non-motorized projects, or areas of concerns where lighting or sidewalk gaps exist, where additional crosswalks would be beneficial, where additional bicycle facilities are needed, and where

opportunities exist for separate non-motorized trails. Additional comments included support for eBikes, and the need for more bike racks in downtown to support the economy.

- ➔ Feedback and suggestions will be incorporated into the major (2024) comprehensive plan update process, which includes multimodal level of service assessment and the development of a multimodal project list.
- ➔ Referred the comment regarding the need for more bike racks in downtown to the B Street Plaza project team and suggested that this may be an opportunity for more bike racks to be installed.
- ➔ Code updates planned for 2022 or 2023 to regulate future shared mobility businesses such as eBikes, to ensure that we are ready when Auburn's market is ready for such options, and ensure that by adopting sound regulations, we will have the benefits of shared mobility options while minimizing the impacts.

July: Special Meeting with Sound Transit

TAB provided feedback to support the new garage project to remain a priority.

September: Transportation issues for elementary, middle, and high school students + college students

Presentation: Staff provided an overview of the planning and project prioritization process for projects near schools, including budget constraints and grant opportunities. The presentation included data from Police regarding speeding issues in school zones and speeding and distracted driving issues near Green River College. An update was provided by the Auburn School District regarding the school projects; the new schools constructed, and those that were or are in the process of being reconstructed.

Discussion topics raised:

TAB members expressed that the neighborhood by the new Dick Scobee Elementary school loves the new school, and that the new LED lights on Terrace Drive greatly improved the visibility.

One comment was shared regarding concern about sight distance when exiting Mountain View High School both onto 124th and 132nd, and concerns about sidewalk gaps on 132nd.

- ➔ There is a project which will fill the sidewalk gap in the next 2 years.
- ➔ Staff did a sight distance analysis at both locations, which met the sight distance requirements. However, since the type of intersection can be challenging for drivers, staff is working on developing educational material to help drivers understand how to best use this intersection design in general. Once the material is ready, it will be made available to share with Auburn residents and students alike, as needed.

December: Transportation issues for disabled residents

TAB members asked about how the City programs sidewalk repairs, and how residents can report issues with sidewalks. Staff shared the information about See-Click-Fix and other ways to report issues and explained that it is important for residents to report issues so that we can address them. There was a discussion about how sidewalk repairs are

programed, and the different ways the City addresses these issues depending on the situation and cause of the damage. There was positive feedback on the See-Click-Fix application from a member who had positive experiences with it. Another question raised was how sidewalk repair efforts can be concentrated within Qualified Census Tracts, and staff explained that there is annual funding directed specifically to sidewalk and ADA projects within these tracts.

➔ Once there is a comprehensive inventory of sidewalks in the City, we will be able to overlay the sidewalk data with the demographic data to help visualize where the needs are greatest and help guide projects.

2. Other Staff Presentations:

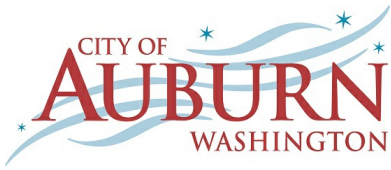
- TIP update (March & June)
- Transit Update (March)
- Comprehensive Transportation Plan Update (June & September)
- SOS program and Arterial Preservation Program, funding, projects, and prioritization (June)
- Neighborhood Traffic Calming Program (December)

3. Additional Items

- Rules of Procedure were adopted in June

4. Items not addressed from 2021 workplan:

- TAB City Code update - Will be moved to the 2022 workplan



AGENDA BILL APPROVAL FORM

Agenda Subject:

Legislative Update (Hinman)(10 Minutes)

Department:

Administration

Attachments:

[2022 WALEG Update](#)

[2022 Legislative Priorities](#)

Date:

January 19, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

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

Hinman

Meeting Date: January 24, 2022

Item Number:

City of Auburn 2022 Legislative Update

Bills in which the City of Auburn has offered comment or testimony:

SB 5867 - Neutral

It allows the use of Housing Trust Fund monies to fund temporary shelters and to cover operating costs, including security and treatment programs.

On its face this bill appears to be pointed in the right direction to address homelessness and expanding the Housing Trust Fund uses can show a great benefit to cities that simply do not have adequate resources to fund and operate emergency sheltering in their communities.

To fully support this bill, we encourage the bill sponsors to strike language in Sec. 2, 1a regarding the use of point in time counts as those counts are severely inaccurate, vary widely by county in methodology. At this time and most agree that this is a poor dataset for decision-making regarding the provision of homeless services in each community. A better option would be to simply allow each city to provide services that are within their scope to do so and not force minimum standards.

We also encourage clarification of the language in Sec. 2 1b regarding the resources to be made available – to require a city to provide all of those services would be prohibitive in most cases and is also unclear as to whether the shelter must provide those services or provide referral to those services. It is likely that many communities do not have those resources readily available. We would suggest updating the language to say, “Counties and each eligible city must make available via referral or direct service employment assistance, mental health services, and substance abuse counseling services at each shelter location...”

HB 1788 - Support

Regarding Vehicular Pursuits.

Signed in “PRO” to support the bill.

The City of Auburn supports this common sense update to the vehicular pursuit laws and appreciate the thoughtful construction of the language from Rep. Robertson who also represents Auburn. Updating this technical language will offer more clarity to our officers, reduce unnecessary or unwarranted pursuits and help to make our community safer.

HB 1202 - Oppose

Addressing meaningful civil remedies for persons injured as a result of police misconduct, including by allowing for an award of attorney fees in addition to damages and injunctive and declaratory relief.

Increases liability for cities by providing additional cause of action to allow any person injured by law enforcement to sue an officer and their employing city

SB 5670/HB 1782 - Oppose

Creating additional middle housing near transit and in areas traditionally dedicated to single-family detached housing.

Mandates additional middle housing zoning near transit and in areas currently zoned for single-family detached housing with significant preemption of local land use authority and no guaranteed outcomes for increasing affordability or density

PRIORITIES FOR OUR COMMUNITY

The City of Auburn, like most communities, faces a number of issues that impact our community. What is becoming very clear, we cannot treat each issue as separate. Instead, the City is committed to continue efforts that look at solving our challenges in a comprehensive manner. Our belief is that the following problems can only be solved with an interconnected strategy for success.

PUBLIC SAFETY

ISSUE: The City of Auburn supports the continued reforms to policing and community caretaking in our state and wishes to continue working in concert with legislators, police officers, our communities and others to continue this effort.

NEW REQUEST: Work with cities to make technical fixes those bills in which language is vague, conflicting or confusing.

ISSUE: Police agencies are currently in a staffing crisis. As we recover from the pandemic and also seek to fill vacated positions we will need tools to ensure our departments are fully staffed and able to effectively respond to local public safety needs.

REQUEST: Additional funding for the Academy would drastically shorten the amount of time prospective police officers are on municipal payrolls without being able to get into training.

ISSUE: The City of Auburn desires to increase safety on our roadways and reduce the subjective nature of low level traffic infractions and provide for traffic calming in highly impacted areas.

NEW REQUEST: Expand traffic photo enforcement to include speeding. Currently, photo enforcement is only available for red light and school zone enforcement.

REGULATORY & LAND USE

Impact fees – As communities grow there are no impact fees to benefit police. It would be ideal to collect a police impact fee since added population and businesses have the same resource demands and challenges as fire, transportation, parks and schools.

Affordable housing – The needs are deeper than 60% AMI – more like 50% or

40%. Washington State Housing Finance Commission programs are providing great support for projects that hit the 60% AMI mark. There needs to be a similar incentive to hit the deeper marks since that is where the greatest need exists.

Rehab housing – there should be dedicated funds to put towards the rehabilitation of single or multifamily units because it is far less expensive and environmentally sustainable to preserve existing housing stock instead of building new units. There are very few programs that help maintain older homes and multifamily complexes which results in one of two outcomes (1) older properties are maintained appropriately but the investment is reflected in increasing rental costs, or (2) older properties are not maintained which helps keep rental costs down but at the sake of declining health and safety.

Regulatory reform - The large number of regulatory processes are a hindrance to bringing affordable housing projects to fruition including SEPA, GMA, NPDES. State Environmental Policy Act (SEPA) is an outdated and overly burdensome process that adds time and money. Growth Management Act (GMA) and affordable housing objectives are at direct odds because the GMA limits supply which increases costs. National Pollutant Discharge Elimination System (NPDES) adds significant cost to development which is passed on to future owners or tenants.

NEW Procedural relief for any mandates that the state legislature imparts upon cities – Work with cities to make it easier for us to update our local laws if/when it is in response to a state mandate rather than having to go through all of the obligations related to planning commission, SEPA, public notice, etc.

PUBLIC WORKS, TRANSPORTATION, INFRASTRUCTURE

It is critical to protect all of the State funds that support local transportation projects.

The cities cannot do this on their own given the amount of growth and commerce in the region. This includes maintained or increased funding for TIB and FMSIB along with state grant programs managed by the WSDOT for local agency projects.

The preservation of roadways is paramount and something like a **Street Maintenance Utility** could be an important tool for cities to meet this growing unfunded need.

Changes to appropriate RCWs to allow Municipalities to charge properties for street lighting. Current RCW 54.16.120 allows Utility Districts to charge properties for providing street lighting but the law does not allow Municipalities to do this. Current revenues for general fund uses cannot meet the needs and charging for street lighting would be an appropriate way to address a specific service being provided to residents and businesses within a jurisdiction.

Retaining or increasing the Public Works Trust Fund amount is key to providing funding for local agency projects.

Retaining and increasing the Drinking Water State Revolving Fund is key for local water purveyors to cost effectively fund needed infrastructure projects.

Support for allocating 1% of the existing aviation fuel tax to WSDOT's Aviation account to fund airport projects. Current levels of funding cannot meet the growing need to maintain and improve this important infrastructure that provides a significant benefit to commerce and the State's economy.

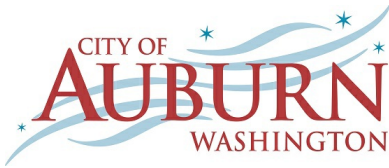
PARKS AND OPEN SPACES

Washington Recreation & Conservation Office and Land/Water Conservation Funds must be maintained so citizens have increased access to existing and new public spaces

Continued financial support for restoration and historic preservation of the Old Historic Post Office via Historic Preservation funds

SOCIAL SERVICES

Operational funds for the Auburn Resource Center will allow for the ongoing service of those community members struggling with housing, substance abuse, and mental health issues to ensure their cycle of suffering ends.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5645 (Tate)(10 Minutes)

Date:

January 18, 2022

Department:

Community Development

Attachments:

[Resolution No. 5645](#)

[Contract for Tourism and Marketing Services](#)

Budget Impact:

Current Budget: \$155,000

Proposed Revision: \$0

Revised Budget: \$155,000

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

Resolution 5645 authorizes the Mayor to enter into a 3 year contract (2022 thru 2024) with the Auburn Area Chamber of Commerce for the purposes of providing tourism and marketing support.

During the January 12, 2022 lodging Tax Advisory Committee (LTAC) meeting, the LTAC voted unanimously to use lodging tax funds to support this contract.

The contract provides \$155,000 per year for the 3 year period. It is fully funded through lodging taxes that are collected under Auburn City Code Chapter 3.58 and is fully within the overall tourism budget approved by City Council under account 104. At the end of Q3 2022 the lodging tax special lodging tax fund had a balance of approximately \$413,000 with an estimate of an additional \$45,000 to be collected by the end of Q4 for a total approximate balance of \$448,000. Each year, the tax generates approximately \$135,000 (although, in 2020 this figure dropped to about \$100,000 due to the impacts of COVID-19). Therefore, the contract will rely upon the revenue generated during 2022 thru 2024 as well as approximately \$60,000 of the funds that already exist within the special fund. The scope of services seeks to further promote Auburn with targeted efforts to encourage even more hotel stays which will have the effect of increasing the annual tax that is collected to an amount that exceed \$135,000 per year.

About LTAC (Chapter 2.76 ACC): LTAC is the committee that has been set up as a

requirement of Washington State Law to help oversee and guide the use of lodging taxes collected within Auburn. The LTAC makes recommendations regarding the use of lodging taxes to City Council. LTAC is comprised of 3 members of the community that represent the businesses that collect the tax (e.g. hotels/motels) and 3 members who are eligible to be the recipient of the benefits of how the tax is spent and/or the tourism that is generated within the community (e.g. Emerald Downs, the Outlet Collection, City Parks). The LTAC is chaired by the Mayor.

About the tax (Chapter 3.58 ACC): the lodging tax is levied as a special excise tax of one percent. Cities are allowed to levy this tax under the authority established in RCW 67.28 and RCW 82.02. Taxes that are collected must be placed in a special fund and may only be used for tourism related functions. The tax is collected in conjunction with people that patron local hotels and motels. Under state law, a portion of lodging taxes that are collected by a city must be made available through a competitive grant process where applicants seek funding support to market events that are intended to draw visitors from out of town into Auburn.

Reviewed by Council Committees:

Councilmember: Baggett

Staff: Tate

Meeting Date: January 24, 2022

Item Number:

RESOLUTION NO. 5645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE AUBURN AREA CHAMBER OF COMMERCE FOR THE PURPOSES OF PROVIDING TOURISM AND MARKETING SERVICES.

WHEREAS, pursuant to RCW 67.28, on June 4, 2001 the Auburn City Council adopted Ordinance 5554 which established Chapter 2.76 of the Auburn City Code and the Lodging Tax Advisory Committee (LTAC); and

WHEREAS, the purpose of the LTAC was to consider the creation and imposition of a lodging tax and to provide recommendations to City Council on how lodging taxes that are collected will be spent; and

WHEREAS, pursuant to RCW 67.28 and RCW 82.02, on August 6, 2001 the Auburn City Council adopted Ordinance 5561 which established Chapter 3.58 of the Auburn City Code and the authority to levy a special excise tax of one percent on the sale of or charge made for the furnishing of lodging in Auburn; and

WHEREAS, lodging taxes collected under Chapter 3.58 of the Auburn City Code are placed in a special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition or tourism-related facilities, or operation of tourism-related facilities or to pay for any other uses authorized in Chapter 67.28; and

WHEREAS, the City of Auburn seeks to enter into a contract with the Auburn Area Chamber of Commerce for the purposes of delivering tourism

related functions as well as marketing and advertising (attached as “Exhibit A”);
and

WHEREAS, the scope of services set forth in Exhibit A was presented to the LTAC during a publicly noticed meeting that occurred on Wednesday, January 12, 2022; and

WHEREAS, the LTAC cast a unanimous vote in support of the City entering into a contract to provide tourism, advertising and marketing services; and

WHEREAS, the contract is fully funded through lodging taxes that are collected and held in the special fund established in Chapter 3.58 of the Auburn City Code.

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

Section 1. The City Council supports the scope of work as set forth in the attached “Exhibit A” and

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. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Exhibit A to Resolution 5645

CITY OF AUBURN AGREEMENT FOR SERVICES

TOURISM MARKETING AND ADVERTISING

THIS AGREEMENT made and entered into on this _____ of _____, 2022, by and between the CITY OF AUBURN ("City"), a municipal corporation of the State of Washington, and the Auburn Area Chamber of Commerce ("Provider"), whose address is 420 E Main Street, Auburn WA 98002.

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

1. **Scope of Services**

The Provider agrees to perform the tasks described on Exhibit "A". The Provider will be responsible to provide work products and services of a quality and professional standard acceptable to the City. The Provider will, without additional compensation, correct or revise any negligent errors, omissions or other deficiencies in its plans, designs, drawings, specification, reports and other services required, whether during or after the Term of this Agreement. Any approval by the City of Provider's services will not in any way relieve the Provider of responsibility for the accuracy and adequacy of its services.

If the Provider fails to make any replacement or re-performance to conform to the requirements and specifications of this agreement, the City may conduct the work and the Provider shall reimburse the City for the cost to perform the work or a different contractor to perform the work, provided such cost shall not exceed the total compensation for this Agreement.

2. **Additional Services**

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

Exhibit A to Resolution 5645

3. Provider's Representations & Qualifications

The Provider represents and warrants that it has all necessary licenses and certifications to perform the services provided for in the Agreement, and is qualified to perform those services. Provider represents that the person signing this Agreement on behalf of Provider has all requisite authority to bind Provider to the terms and conditions of this Agreement.

4. Compensation

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

The Provider will monthly submit to the City an invoice or statement of time spent on tasks included in the scope of work, and the City upon acceptance of the invoice or statement will process the invoice or statement in the next billing/claim cycle, and will remit payment to the Provider, subject to any conditions or provisions in this Agreement or Amendment. The Agreement number must appear on all invoices submitted. Copies of original supporting documents will be supplied to the City upon request.

The not-to-exceed amount for this agreement is \$155,000.00 per year. The Provider will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization.

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

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

The Provider will not begin any work under this Agreement until authorized in writing by the City. The term of this Agreement commences on the later date of the Parties execution of this Agreement, as reflected on the signature page. The Provider will perform the services in accordance with the direction and scheduling provided on Exhibit "A", unless otherwise agreed to in writing by the parties. All work performed under this Agreement will be completed by December 31, 2024.

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

Termination for Convenience. The City may terminate this Agreement upon not less than seven (7) days written notice, which shall contain the effective date of termination, to the Provider. If this Agreement is terminated through no fault of the Provider, the Provider

Exhibit A to Resolution 5645

will be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B". This payment shall fully satisfy and discharge the City of all obligations and liabilities owed the Provider, who shall not be liable for any anticipated profits or other consequential damages resulting from the termination.

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

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

6. Ownership and Use of Documents

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Provider as part of his performance of this Agreement (the "Work Products") will be owned by and become the property of the City, may be used by the City for any purpose beneficial to the City, and are subject to the requirement of the Public Records Act, 42.56 RCW. The Provider acknowledges that the Agreement, and documents provided in connection with this Agreement, become a public record and may be subject to inspection and copying, unless the information is declared by law to be confidential or is otherwise exempted from public records disclosure requirements. The Provider agrees to give its fullest assistance to the City in identifying, locating, and copying any records in the Provider's possession that are responsive, as determined by the City in its sole discretion, to a Public Records Act request received by the City.

7. Records Inspection and Audit

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

8. Continuation of Performance

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

9. Independent Contractor

Exhibit A to Resolution 5645

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

10. Administration of Agreement

This Agreement will be administered by the President/CEO of the Auburn Area Chamber of Commerce, on behalf of the Provider, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement will be served on or mailed to the following addresses:

Jeff Tate
City of Auburn
25 West Main St
Auburn WA 98001-4998
Phone: 253.804.5036
Email: jtate@auburnwa.gov

Kacie Bray
Auburn Area Chamber of Commerce
420 E Main Street
Auburn WA 98002
Phone: 253.833.0700
Email: kacie@auburnareawa.org

11. Notices

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

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

12. Insurance

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

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

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

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

Exhibit A to Resolution 5645

- b. Commercial General Liability insurance will be at least as broad as ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, stop-gap independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City will be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO Additional Insured endorsement CG 20 26. Commercial General Liability insurance will be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Provider's profession with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

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

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

The provider will provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Failure by the Provider to maintain the insurance as required will constitute a material breach of this agreement, upon which the

Exhibit A to Resolution 5645

City may, after giving five (5) business days' notice to the Provider to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the City's sole discretion, offset against funds due the Provider from the City.

13. Indemnification/Hold Harmless

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

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

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

14. Assignment

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

15. Nondiscrimination

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

16. Amendment, Modification and Waiver

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound, or the party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or

Exhibit A to Resolution 5645

waiver. Any waiver, approval or acceptance, or payment by any party will not affect or impair that party's rights arising from any default by the other party.

17. Parties in Interest

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

18. Force Majeure

Any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government.

19. Applicable Law

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

20. Captions, Headings and Titles

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

21. Severable Provisions

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

22. Entire Agreement

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

Exhibit A to Resolution 5645

23. Non-Availability of Funds

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available, without the seven (7) days' notice provided by Section 5. No liability will accrue to the City in the event this provision is exercised, and the City will not be obligated or liable for any future payments or damages as a result of termination under this Section.

24. Counterparts

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

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

CITY OF AUBURN

AUBURN AREA CHAMBER OF COMMERCE

Nancy Backus, Mayor

Signature

Name: _____

Title: _____

Date: _____

Approved as to form:

Kendra Comeau, City Attorney

Signature

Name: _____

Title: _____

Date: _____

Exhibit A to Resolution 5645

EXHIBIT A

Organization Information

Organization Name: Auburn Area Chamber of Commerce
Organization Address: 420 E Main Street, Auburn WA 98001
Contact Info: Kacie Bray, President/CEO
253.833.0700
Kacie@auburnareawa.org

Federal Tax ID:

UBI Number:

Funding Details (billing to occur quarterly)

2022 Funding: \$155,000.00
2023 Funding: \$155,000.00
2024 Funding: \$155,000.00

Scope of Work

- A. Tourism Planning and Workplan Development
 - a. Development of a Two-Year Tourism Workplan (2023-2024) that Includes:
 - i. Advertising and marketing strategies
 - ii. Advertising and marketing messages
 - iii. Identification of local and regional target audiences and populations
 - iv. Identification of annual monitoring metrics
 - v. Identification of an annual budget that includes general expense estimates as well as revenues
 - b. Soliciting Feedback on the Initial Draft Workplan and Subsequent Annual Updates
 - i. There will be a 45 day timeframe for feedback.

Exhibit A to Resolution 5645

- ii. Feedback shall be solicited from the Lodging Tax Advisory Committee (LTAC) and the City of Auburn.
 - iii. The Draft Workplan will be transmitted to the LTAC 30 days in advance of its first meeting of the calendar year.
 - c. Annual Year End Presentation of Accomplishments
 - i. A year end summary shall be provided to the LTAC at least 14 days in advance of the LTAC final meeting of the calendar year.
 - ii. The summary shall include an overview of actions that occurred during the prior 12 months, investments made, a summary of expenses, a summary of annual monitoring metrics, and a summary of grant awards that were distributed and how the funds were used.
- B. Facilitation of Tourism Grant Applications
 - a. Development and Distribution of Grant Applications
 - b. Development and Maintenance of a Grant Application Website
 - c. Development of Grant Scoring Criteria
 - d. Provide Technical Assistance to Grant Applicants
 - e. Facilitation of a Process for Review of Grant Applications
 - f. Distribution of Tourism Grant Fund Awards
 - g. Monitoring Effectiveness of Tourism Grant Funds
- C. Digital Asset Management
 - a. Development of Digital Assets
 - b. Manage Digital Event Calendar
 - c. Keeping Explore Auburn website up to date
 - d. Aid/Response to Tourism Questions and Comments on all Explore Auburn Digital Platforms
 - e. Create and Post Digital content on all Explore Auburn Social Media Platforms
 - f. Monitoring Effectiveness of Digital Marketing and Posts
- D. Administration
 - a. The Chamber will establish a body that is similar to the Tourism Board that is currently articulated in Chapter 2.77 of the Auburn City Code. The purpose and make up of this body will be similar in scope, representation, and make up to the Tourism Board.
 - b. This body will assist in the development of recommendations, evaluation of trends and needs, and the periodic report outs to the LTAC.

Exhibit A to Resolution 5645

- c. As required under RCW 67.28, the LTAC will continue to function as described in Auburn City Code Chapter 2.76. City of Auburn staff will continue to be responsible for providing support to the LTAC.
- d. The City of Auburn and the Chamber will coordinate development of LTAC agendas and transmittal of materials to the LTAC.
- e. Chamber staff will participate in LTAC meetings and will be offered time on each LTAC agenda and meeting to provide information related to the details of this contract.

E. Deliverables (in addition to the above items)

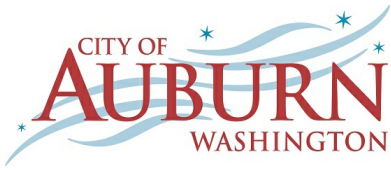
a. Quarterly updates

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Current recap on tourism work efforts including data and metric points.	Current recap on tourism work efforts including data and metric points.	Draft workplan for upcoming year(s).	Final workplan for upcoming year(s), including future goals and measurables.
Draft of grant application process and communication.	Final grant application process and communication.	Current recap on tourism work efforts including data and metric points.	Current recap on tourism work efforts including data and metric points.
City wide tourism outreach and discovery recap.	Regional, State, and City outreach and discovery recap.	Grant update	Grant recap including dollars funded and to whom.

- b. Annual update (to be included with one of the quarterly updates). Provide information on the estimated dollars received due to increases in the number of people travelling for business or pleasure on a trip who came from a different country, state or location that is more than 50 miles away from the City of Auburn. The 2022 deliverable should provide estimated goals for 2023 and 2024. The 2023 and 2024 deliverables should provide estimated actual data.

Exhibit A to Resolution 5645

EXHIBIT B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Police Overview (Caillier)(20 Minutes)

Department:

Police

Attachments:

[Police Overview](#)

Date:

January 19, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

Update on King County Restorative Community Pathways for 2022.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Caillier

Meeting Date: January 24, 2022

Item Number:



2022 UPDATE ON KING COUNTY RESTORATIVE COMMUNITY PATHWAYS

Auburn Police Department

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AUBURN
VALUES

S E R V I C E
ENVIRONMENT
E C O N O M Y
C H A R A C T E R
SUSTAINABILITY
W E L L N E S S
CELEBRATION

MARK CAILLIER
CHIEF OF POLICE
MCAILLIER@AUBURNWA.GOV
253-876-1931

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

- **Summary of King County Prosecutor presentation to select cities**
- **No outreach to Auburn prior to implementation**

JUVENILE JUSTICE ACT OF 1977

- (a) Protect the citizenry from criminal behavior;
- (b) Provide for determining whether accused juveniles have committed offenses as defined by this chapter;
- (c) Make the juvenile offender accountable for his or her criminal behavior;
- (d) Provide for punishment commensurate with the age, crime, and criminal history of the juvenile offender;
- (e) Provide due process for juveniles alleged to have committed an offense;
- (f) Provide for the **rehabilitation** and reintegration of juvenile offenders;
- (g) Provide necessary treatment, supervision, and custody for juvenile offenders;
- (h) Provide for the handling of juvenile offenders by communities whenever consistent with public safety;
- (i) Provide for restitution to victims of crime...

- Move to focus almost solely on rehabilitation portion of the act
- Directly from the King County Prosecutor presentation: “even for serious offense, the focus will be primarily on rehabilitation (get used to it)”

PROCESS

- For any offense, King County Prosecutor's Office will determine:
 - 1. Does Juvenile have jurisdiction?
 - 2. Was a crime committed?
 - 3. What will happen to the offender/case in Juvenile

FOCUS ON DIVERSION

- In November of 2021, King County Council approved funding for diversion program “Community Restorative Pathways”
- Nonprofit community panel decides on accountability, not a judge

- Due to this new focus on rehabilitation, KC prosecutors will focus on diversion of charges to RCP.
- KC Prosecutors allege that juvenile suspects accused of violent crimes and crimes against persons would not be eligible for the diversion program

ELIGIBLE/INELIGIBLE OFFENSES

- - Assault 4
- - Assault 3
- - Burglary 2
- - Criminal Trespass 1, 2
- - Escape
- - Felony Harassment
- - Harassment
- - Malicious Mischief 1, 2, 3
- - Obstructing a Law Enforcement Officer
- - Organized Retail Theft
- - Possession of Stolen Vehicle
- - Reckless Burning
- - Residential Burglary
- - Robbery 2*
- - Taking Motor Vehicle Without Permission 1, 2
- - Theft 1, 2, 3
- - Theft of a Motor Vehicle
- - Unlawful Display of a Weapon
- - Unlawful Possession of a Firearm Second Degree
- - Vehicle Prowl
- - Violation of the Uniform Controlled Substance Act

- Class A Felonies,
 - (and Attempt, Conspiracy, or Solicitation
 - to commit a Class A Felony)

- - Assault in the Second Degree
- - Drive-By Shooting
- - Sex Offenses or any offenses with SM
- - Intimate Partner Domestic Violence.
- - Intra-familial Domestic Violence
- - Felony Traffic Offenses.

- *Robbery 2 - Cases involving the following
- factual circumstances are *not* eligible for RCP:
 - 1) Use or threatened use of a deadly weapon/firearm; and/or
 - 2) 2) bodily injury requiring more than first aid at the scene.

WHAT IT MEANS FOR AUBURN

- Due to suspects being juveniles, these are not cases that can be transferred to our City Prosecutor's Office or tried in Municipal Court
- Already limited on intakes for any juvenile arrestees

WHAT IT MEANS FOR AUBURN

- Last year approximately 45 cases involved juvenile arrests
- Under new guidelines, potentially only 7-8 would meet charging guidelines, rest potentially sent to RCP
- Include weapons at school, Burglary, Assaults, Theft, Vandalism

WHAT IT MEANS FOR AUBURN

- Too soon to follow any specific cases through the system
- Unknown what/if any deterrent to future activity from involved youth
- How will juvenile be held accountable if not following rules of RCP
- Justice for victim?

2021 BILLABLE CALLS FOR SERVICE

City	2021	2020	Difference
Auburn	70494	70408	0.12%
Kent	85014	84542	0.56%
Renton	66939	66210	1.10%
Federal Way	68738	66180	3.87%
Tukwila	29985	28646	4.67%

AUTO THEFTS

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	TOTAL
Auto Theft	58	41	52	70	72	77	83	75	105	99	118	111	961
Eluding	8	2	2	4	9	1	2	2	0	1	0	1	32
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTAL
Auto Theft	60	59	57	55	68	62	57	74	50	51	59	51	703
Eluding	4	5	3	8	5	8	4	4	1	2	2	4	50