



City Council Study Session

January 23, 2017 - 5:30 PM

Auburn City Hall

AGENDA

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

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

I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Auburn Station Access Improvement Project (20 Minute Presentation)
Sound Transit to provide a project overview, review of key tasks and deliverables and key milestone dates.
- B. **Code Enforcement Presentation (10 Minute Presentation)* (Snyder)**
Overview of completed abatement action at 46th Place South
- C. **Resolution No. 5273 (10 Minute Presentation)* (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
- D. **Resolution No. 5274 (10 Minute Presentation)* (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
- E. **Resolution No. 5275 (10 Minute Presentation)* (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
- F. **Honorary Naming for Former Mayor Pete Lewis (20 Minute Presentation)***
- G. **Council Hybrid Study Session (30 Minute Presentation)***
- H. Council Corner

IV. 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:

Code Enforcement Presentation (10 Minute Presentation)

Date:

January 18, 2017

Department:

Community Development & Public Works

Attachments:

[PowerPoint Presentation on abatement](#)

Budget Impact:

\$0

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

Snyder

Meeting Date: January 23, 2017

Item Number: DI.B

CODE ENFORCEMENT

46TH PLACE SOUTH ABATEMENT

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

Community Development and Public Works Department

Engineering Services • Administrative Services • Environmental Services

Community Development Services • Maintenance & Operations Services

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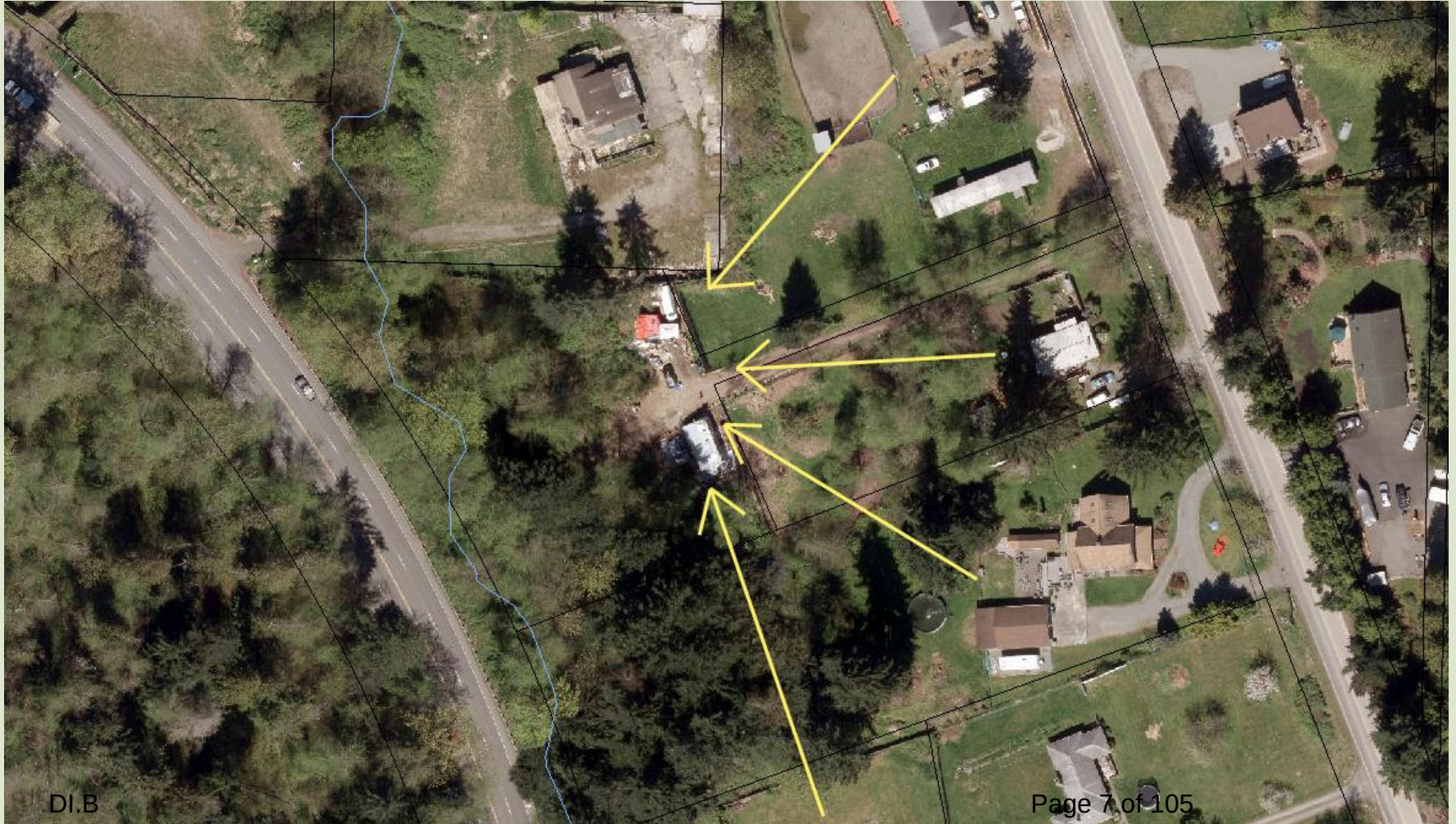
ITEMS REMOVED

- 13, 17.3 yard dump truck loads
- 5 pick up truck loads
- 3 large trailer loads
- 500 sq. ft. unpermitted structure taken down
- 13 inoperable, junk and or stolen vehicles removed
- 2 Recreational Vehicles being used as dwelling units
- Stolen items to include vehicle, two utility trailers, several compressed gas cylinders, portable toilet, portable hand washing station and a genie scissor lift. Most were able to be returned to rightful owner.

CHRONOLOGY OF EVENTS

- Case open 1/05/16
- Infraction issued 2/05/16
- Penalty issued 2/10/16
- Initial court hearing 3/25/16
- Contested court hearing 4/29/16 (judge found defendant guilty and told if property wasn't cleaned up, the city will abate)
- Abatement order/warrant filed superior court 6/07/16
- Abatement executed 10/05/16 (Total abatement cost was \$12,570.71)

NEIGHBORS THAT WERE IMPACTED



SERVING THE WARRANT



CLEARING THE STRUCTURES



MAIN DWELLING

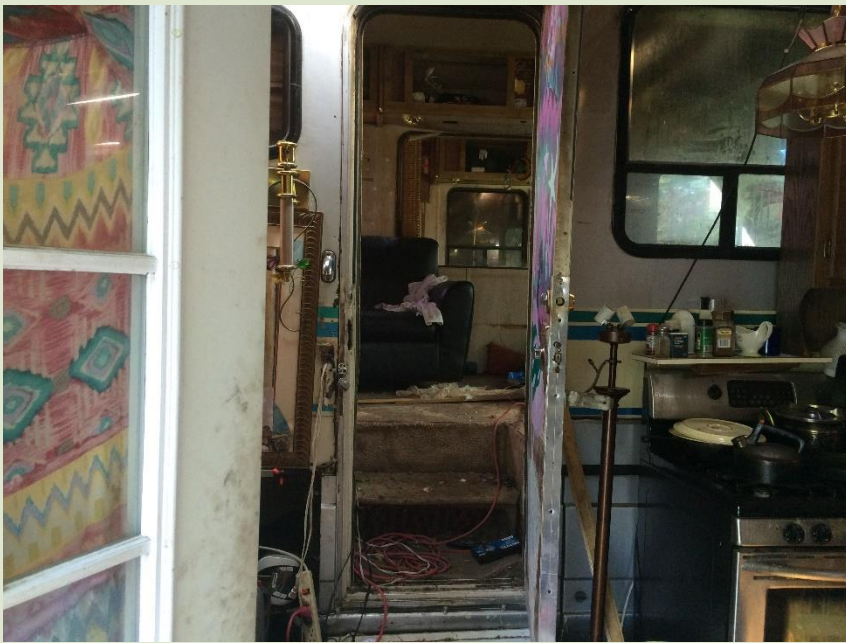
RV w/attached structure

Bedroom 1 in attached structure



LIVING AREAS

Opening to structure and
RV door



Bedroom



UTILITIES

Shower holding tank held up by stolen Genie lift



Sewage pipe



SHOWER / DEMO

Shower insert



Demo of attached structure



DEMO



TOWING



ADU

2nd RV lived in



Clearing of RV



REMOVAL / DEMO

Removal



Demo



DEMO



DEMO



ADDITIONAL STRUCTURES / JUNK

Non permitted structure



VEHICLES / JUNK



JUNK



JUNK / BICYCLES



MILL CREEK IMPACTS



ADDITIONAL JUNK



VEHICLES / 2ND ADU



DI.B



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JUNK / INOPERABLE VEHICLE



JUNK / INOPERABLE VEHICLE



JUNK



TOWING / CLEAN UP CREW



DOCUMENTATION

COURT FOR KING COUNTY

STATE OF WASHINGTON)
COUNTY OF KING)

NO.: 16-2-12639-1 WNT
INVENTORY AND RETURN
OF SEARCH WARRANT

1. I received a search warrant for the premises, vehicle, or person specifically described as follows:
Dmitry Raschuy, Andre Raschuy
Phone # 152.1049196

2. On the 28th day of September, 2016, I made a diligent search of the above-described premises, vehicle, or person and found and seized the items listed below in Item 7.

3. Name(s) of person(s) present when the property was seized:
Officer Chapp, Williams, Arkogall, Boarnack
Cody, Altheine, Tony, Butth, Officier Phipps, Culjacio
Sekilly, James Hewitt (Contractor), Jack King, Don car Jank

4. The inventory was made in the presence of:
☐ The person(s) name in (3) from whose possession the property was taken.
☒ Others: Valley Town, Auburn PD & Code Enforcement

5. Name of person served with a copy or description of place where copy is posted:
Town of Auburn, City of Auburn
Auburn Police Force

6. Place where property is now stored:
☒ Auburn Police Department Evidence Room
☒ Other: Valley Town, CDA M40 yard, United States
Services, 2nd Cycles, Junk King,
1-800 Got Junk
Star Rentals

Inventory and Return of Search Warrant
Page 1 of ____

END RESULT



END RESULT



END RESULT



CURRENT ENFORCEMENT

- New complaints received about junk, litter and debris & occupant living in truck camper.
- Complaint verified.
- Infraction issued. Awaiting court
- Two more stolen vehicles have been recovered from property by APD.
- APD reviewing charges.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5273 (10 Minute Presentation)

Date:

January 17, 2017

Department:

Finance

Attachments:

[Resolution No. 5273](#)
[LHWMP Grant Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve and 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: January 23, 2017

Item Number: DI.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. That 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. 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

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

EXHIBIT A

		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@auburnwa.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

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

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

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

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					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5274 (10 Minute Presentation)

Date:

January 17, 2017

Department:

Finance

Attachments:

[Resolution No. 5274](#)
[WRR Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve and 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: January 23, 2017

Item Number: DI.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. That 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. 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

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

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)

Date

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

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 | |
| 4 - King County Special Recycling Events - | \$ 40,000.00 | |
| 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 (CPG 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	Projected 2017 Expenses	Projected 2018 Expenses
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	\$54,272.60	\$21,425.40
	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.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

17-Jan-17

Cert#: 10644

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

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

cletter

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 _____

**King County Waste Reduction Recycling Grant
2017/2018 Grant Cycle**

City of _____

Reimbursement Request # _____

Date _____

Contract # _____

[illegible]



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5275 (10 Minute Presentation)

Date:

January 17, 2017

Department:

Finance

Attachments:

[Resolution No. 5275](#)

Budget Impact:

\$0

Administrative Recommendation:

Council to approve and 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: January 23, 2017

Item Number: DI.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:

Honorary Naming for Former Mayor Pete Lewis (20 Minute Presentation)

Date:

January 18, 2017

Department:

Administration

Attachments:

[Naming Parks](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

City Parks named after Mayors are:

Les Gove

Gaines

Roegner

Shaughnessy

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

Meeting Date: January 23, 2017

Item Number: DI.F

MANUAL OF POLICIES AND PROCEDURES
Auburn Parks, Arts and Recreation Board
Auburn, Washington
Number 1130

Effective: October 15, 2013 (supercedes November 2, 2004)
Section 1000 Administration
Subject 100 Authority and Objectives
Title 30 Naming Parks

PURPOSE: To establish policy for the City of Auburn Parks, Arts and Recreation to name newly acquired or developed or as-yet unnamed parks and recreation facilities, after following the procedures outlined here and in compliance with Resolution No. 2555.

1. Responsibility

- 1.1 The Auburn Parks and Recreation Board shall make a recommendation to the council. The Board shall solicit public input from individuals and organizations.
- 1.2 The City Council has the final authority for naming City public facilities.

2. Procedures

- 2.1 The Parks and Recreation Board will meet on their normal schedule, unless a special meeting is called. The Parks and Recreation Director, or his designee, will provide staff support.
- 2.2 The Parks and Recreation Board will use public input to solicit suggestions for names from organizations and individuals. The Board will acknowledge, and record for consideration, all suggestions, solicited or not.
- 2.3 After considering the submitted names and applying the criteria set forth in 3 below, the Board will recommend names to the Mayor and City Council, and provide the historical or other supportive information as appropriate to justify the recommendation.
- 2.4 The Parks and Recreation Director, with the advice of the Parks and Recreation Board, will take all necessary steps to submit the recommendation to the Mayor and City Council at their next scheduled meeting.

3. Criteria

- 3.1 To avoid duplication, confusing similarity, or inappropriateness, the Board, in considering name suggestions, will review existing park and facility names in the park system

- 3.2 In naming a park or facility, the Board will consider geographical location, historical or cultural significance, distinctive natural or geological features, and the wishes of the community in which it is located.
- 3.3 In naming community centers and other facilities, the Board will give considerable weight to names that reflect the geographic location that gives identity to the community.
- 3.4 Selection of names to be used to designate public facilities shall be based on the relationship of that parcel of land or facility based on the following criteria: (a) neighborhood, geographic, or common usage or referral identification; historical figure, place, event, or other instance of historical or cultural significance; (b) natural or geological feature; (c) an individual, living or deceased, who has made a significant land and/or monetary contribution to the park system or who has had such contribution made “in memoriam” with the name stipulated as a condition of donation; (d) an individual, living or deceased, who contributed outstanding civic service to the City, community, or City government. A period of at least one year shall expire before naming of a park or facility honoring a deceased person.
- 3.5 As a general rule, portions of a park or recreation facility will not have a name other than that of the entire facility; the Board may consider exceptions in cases where, as a revenue or fundraising opportunity, a nomination is submitted to name a room within a community center after a corporate sponsor, or in cases where an area within a park is distinctive enough, in the view of the Board, to merit its own name.
- 3.6 Because temporary “working” designations tend to be retained, the Director will carry out the naming process for a new park facility as early as possible after its acquisition or development. Facilities will bear number designations until the naming process results in adoption of a name.
- 3.7 Recommendations of the Board will be taken to the Mayor and City Council for final approval.
- 3.8 A name, once bestowed, should be so named with the intent that it is permanent.
- 3.9 City signage shall identify the specific park or facility by placing appropriate signage specifying the name.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Council Hybrid Study Session (30 Minute Presentation)

Date:

January 18, 2017

Department:

Administration

Attachments:

[Council Hybrid](#)

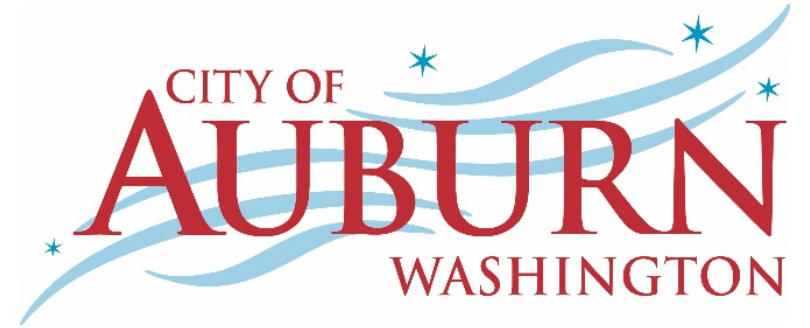
Budget Impact:

\$0

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

Meeting Date: January 23, 2017

Item Number: DI.G



Hybrid Study Sessions

SPECIAL FOCUS AREAS

Public Works & Community Development	Municipal Services	Health & Human Services	Finance & Economic Development
1. Utilities 2. Zoning, Codes, Permits 3. Innovation & Technology 4. Transportation 5. Streets 6. Engineering 7. Capital Projects 8. Sustainability 9. Environmental Protection 10.Culture, Arts, Public Art 11.Planning	1. Police 2. SCORE Jail 3. District Court 4. Parks & Recreation 5. Animal Control 6. Solid Waste 7. Emergency Planning 8. Airport 9. Airport Business 10.Sister Cities 11.Multi Media	1. Human Services Funding 2. Public Wellness 3. Domestic Violence 4. Homeless Services 5. Affordable Housing 6. Community Services 7. Human Resources 8. Medical Community Relations	1. City Budget & Amendments 2. Risk Management 3. Equipment Rental 4. Facilities 5. City Real Property 6. Legal 7. Development Incentives 8. Business Development 9. Economic Development Strategies

 Public Works & Comm Devlp

2017

 Health & Human Services

 Municipal Services



5th Monday



Finance & Econ Devlp

JANUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



FEBRUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
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26	27	28	29	30	31	

APRIL

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
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16	17	18	19	20	21	22
23	24	25	26	27	28	29

MAY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



JUNE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7	8	9	10
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25	26	27	28	29	30	

JULY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
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30
31



AUGUST

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

1st Monday

Regular Council Meeting



- No changes
- Approximately 24 meetings per year
- Mayor chairs the meeting

- I. CALL TO ORDER
 - I. Pledge of Allegiance
 - II. Roll Call
- II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS
- III. APPOINTMENTS
- IV. AGENDA MODIFICATIONS
- V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE
- VI. COUNCIL AD HOC COMMITTEE REPORTS
- VII. CONSENT AGENDA
 - I. Minutes
 - II. Claims Vouchers
 - III. Payroll Vouchers
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
- X. ORDINANCES
- XI. RESOLUTIONS
- XII. MAYOR AND COUNCILMEMBER REPORTS
 - I. From the Council
 - II. From the Mayor
- XIII. ADJOURNMENT

2nd Monday

Study Session w/ Special Focus Area



First part is identical to current practice (Includes General Topics)

- Any topic may be placed on agenda
- Chaired by Deputy Mayor

Special Focus Area Discussion

- Four Special Focus Areas
- Each SFA chaired by appointed councilmember

Matrix (Covers All Focus Areas & General Topics)

- Chair re-assumed by Deputy Mayor
- All items, projects, topics, etc. for future dates reviewed

New Business

- Primarily for the presentation and debate of future study Session Topics
- With consensus, Mayor & Deputy Mayor meet to place topic on a future agenda

- I. CALL TO ORDER
 - I. Roll Call
- II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS
- III. AGENDA ITEMS FOR DISCUSION
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- IV. PW & CD Discussion Items**
 - I. Topic A**
 - II. Topic B**
 - III. Etcetera**
- V. MATRIX**
- VI. NEW BUSINESS**
- VII. ADJORNMENT**

3rd Monday

Regular Council Meeting



- No changes
- Approximately 24 meetings per year
- Mayor chairs the meeting

- I. CALL TO ORDER
 - I. Pledge of Allegiance
 - II. Roll Call
- II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS
- III. APPOINTMENTS
- IV. AGENDA MODIFICATIONS
- V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE
- VI. COUNCIL AD HOC COMMITTEE REPORTS
- VII. CONSENT AGENDA
 - I. Minutes
 - II. Claims Vouchers
 - III. Payroll Vouchers
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
- X. ORDINANCES
- XI. RESOLUTIONS
- XII. MAYOR AND COUNCILMEMBER REPORTS
 - I. From the Council
 - II. From the Mayor
- XIII. ADJOURNMENT

4th Monday

Study Session w/ Special Focus Area



First part is identical to current practice (Includes General Topics)

- Any topic may be placed on agenda
- Chaired by Deputy Mayor

Special Focus Area Discussion

- Four Special Focus Areas
- Each SFA chaired by appointed councilmember

Matrix (Covers All Focus Areas & General Topics)

- Chair re-assumed by Deputy Mayor
- All items, projects, topics, etc. for future dates reviewed

New Business

- Primarily for the presentation and debate of future study Session Topics
- With consensus, Mayor & Deputy Mayor meet to place topic on a future agenda

- I. CALL TO ORDER
 - I. Roll Call
- II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS
- III. AGENDA ITEMS FOR DISCUSION
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- IV. **MUNI SERVICES Discussion Items**
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- V. **MATRIX**
- VI. **NEW BUSINESS**
- VII. **ADJORNMENT**

5th Monday

Study Session (Extra and Optional)

Study Session format

- Chaired by Deputy Mayor
- In 2017, January, May, July and October have five (5) Mondays
- Optional: Up to four extra Study Sessions per year
- **Primary Focus Areas are Council Rules of Procedures and Operating Arrangements**
- However, any topic may be on the agenda

Matrix (All Focus Areas & General Topics)

- All items, projects, topics, etc. for future dates reviewed

New Business

- Primarily for the Presentation of Future Study Session Topics



- I. CALL TO ORDER
 - I. Roll Call
- II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS
- III. AGENDA ITEMS FOR DISCUSSION
 - I. **Operating Arrangements**
 - II. **Council Rules of Procedures**
 - III. Other topics as needed
- IV. **MATRIX**
- V. **NEW BUSINESS**
- VI. **ADJOURNMENT**

1st Monday

Regular Council Meeting



- No changes
- Approximately 24 meetings per year
- Mayor chairs the meeting

- I. CALL TO ORDER
 - I. Pledge of Allegiance
 - II. Roll Call
- II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS
- III. APPOINTMENTS
- IV. AGENDA MODIFICATIONS
- V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE
- VI. COUNCIL AD HOC COMMITTEE REPORTS
- VII. CONSENT AGENDA
 - I. Minutes
 - II. Claims Vouchers
 - III. Payroll Vouchers
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
- X. ORDINANCES
- XI. RESOLUTIONS
- XII. MAYOR AND COUNCILMEMBER REPORTS
 - I. From the Council
 - II. From the Mayor
- XIII. ADJOURNMENT

2nd Monday

Study Session w/ Special Focus Area



First part is identical to current practice (Includes General Topics)

- Any topic may be placed on agenda
- Chaired by Deputy Mayor

Special Focus Area Discussion

- Four Special Focus Areas
- Each SFA chaired by appointed councilmember

Matrix (Covers All Focus Areas & General Topics)

- Chair re-assumed by Deputy Mayor
- All items, projects, topics, etc. for future dates reviewed

New Business

- Primarily for the presentation and debate of future study Session Topics
- With consensus, Mayor & Deputy Mayor meet to place topic on a future agenda

- I. CALL TO ORDER
 - I. Roll Call
- II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS
- III. AGENDA ITEMS FOR DISCUSION
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- IV. **HEALTH & HUMAN SERVICES**
Discussion Items
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- V. **MATRIX**
- VI. **NEW BUSINESS**
- VII. **ADJORNMENT**

3rd Monday

Regular Council Meeting



- No changes
- Approximately 24 meetings per year
- Mayor chairs the meeting

- I. CALL TO ORDER
 - I. Pledge of Allegiance
 - II. Roll Call
- II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS
- III. APPOINTMENTS
- IV. AGENDA MODIFICATIONS
- V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE
- VI. COUNCIL AD HOC COMMITTEE REPORTS
- VII. CONSENT AGENDA
 - I. Minutes
 - II. Claims Vouchers
 - III. Payroll Vouchers
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
- X. ORDINANCES
- XI. RESOLUTIONS
- XII. MAYOR AND COUNCILMEMBER REPORTS
 - I. From the Council
 - II. From the Mayor
- XIII. ADJOURNMENT

4th Monday

Study Session w/ Special Focus Area



First part is identical to current practice (Includes General Topics)

- Any topic may be placed on agenda
- Chaired by Deputy Mayor

Special Focus Area Discussion

- Four Special Focus Areas
- Each SFA chaired by appointed councilmember

Matrix (Covers All Focus Areas & General Topics)

- Chair re-assumed by Deputy Mayor
- All items, projects, topics, etc. for future dates reviewed

New Business

- Primarily for the presentation and debate of future study Session Topics
- With consensus, Mayor & Deputy Mayor meet to place topic on a future agenda

DI.G

- I. CALL TO ORDER
 - I. Roll Call
- II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS
- III. AGENDA ITEMS FOR DISCUSION
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- IV. **FINANCE & ECON DEVL**
Discussion Items
 - I. Topic A
 - II. Topic B
 - III. Etcetera
- V. **MATRIX**
- VI. **NEW BUSINESS**
- VII. **ADJORNMENT**

Special Focus Area Color Coded

 PW & CD

 Muni Services

MATRIX

 Health & Human Services
 Finance & Econ Devlp

NO.	TOPIC	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISSCUSION SUMMARY	ACTION DATE (if applicable)
1	General	N. Backus	11/12/2017		
2	Zoning	J. Tate	12/12/2018	This block can expand to as large as is needed. Not much detail is needed here just a few words to give an idea on council concerns.	
3	SCORE Jail	B. Lee			
4	Human Resources	R. Roscoe		This block can expand to as large as is needed. Not much detail is needed here just a few words to give an idea on council concerns.	
5	2 nd Quarter Budget Amendment D.G	S. Coleman	Page 99 of 105		13
6	General	D. Hinman			

NOTES

No Voting At Study Session

1. The Council does not vote on items during a Study Session. The Deputy Mayor or the Chair of a Focus Area will look for “consensus” before directing an agenda item be placed on the MATRIX. Consensus shall mean a collective position of the Council where a majority can support or “live with” the item or proposed discussion. Consensus of the body will be gauged by the Chair.

In Chambers and Televised

2. Study Sessions should be held in Council Chambers and should be televised.

Deputy Mayor Presides Except Special Focus Area Portions

3. The Deputy Mayor presides over the Study Session, except during times when a topic of a “Special Focus Area” is before the council. Such discussion will be lead by the chair of that Special Focus Area.

NOTES

Chair of Focus Area Seeks Consensus

4. Again, the Council does not vote on items during a Study Session. The Chair of the Focus Area will look for “consensus” before directing an agenda item be placed on the MATRIX



Returning Control to Deputy Mayor

5. When the Chair of the Focus Area determines their agenda items have been sufficiently addressed, they will return control of the Study Session to the Deputy Mayor. The Deputy Mayor will then proceed with **Matrix** and **New Business** agenda Items.

NOTES

New Businesses

6. Agenda topics for future Study Sessions may be proposed by any Council Member under **New Business**. If there is sufficient interest by the Council and/or Mayor, the Deputy Mayor and Mayor will meet to place that topic on the matrix for a future Study Session.
7. At Council discretion, production and delivery of a “white paper” in lieu of a future agenda item may be considered.

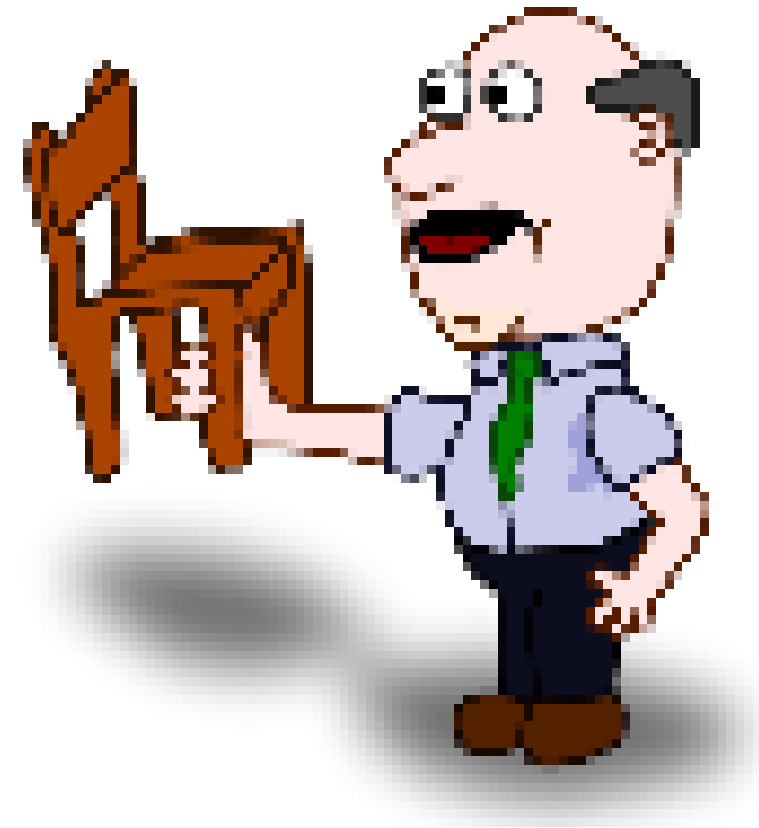
Determining Deputy Mayor

8. The position of Deputy Mayor is determined by full Council in a regular scheduled Council Meeting. These positions will be for a one year term. Generally, terms shall run January through December.

NOTES

Determining Focus Area Chairs & Vice Chairs

9. The positions of Focus Area Chair and Vice-Chair are determined by full Council in a Study Session. A member wishing to serve as a Focus Area Chair should volunteer. If more than one individual seeks the same position, consensus of the body will be gauged by the Deputy Mayor. Focus Area Chairs and Vice-Chairs will be for a one year term. Generally, terms shall run January through December.



NOTES

Ad Hoc Committees

10. Ad Hoc Committees and its members, may be appointed at either a Scheduled Council meeting by vote or a Study Session by consensus. Ad Hoc committees shall serve for a stated period of time.



No More Than Three

11. No more than three council Members may serve on an Ad Hoc Committee.

Short Term Ad Hoc Committees

12. Short term Ad Hoc Committees may be formed for any stated purpose, issue or topic. For example:
Focus Area Chairs may be delegated to form a short term Ad Hoc committee to determine topic responsibility on upcoming matters.

POSSIBLE IMPLEMENTATION DATES

- **January 9th Study Session** – Review Ad Hoc Committee Recommendations & offer modifications.
- **January 23rd Study Session** – Consent to adopt the proposed Hybrid Study Session Format. If consensus is reached, assign to LEGAL to prepare a Resolution. Then, seek volunteers for and adopt by consensus Focus Area Chairs & Vice-Chairs.
- **February 13th Study Session** – Review resolution prepared by legal and reach a consensus to proceed to a vote at a Regular Council Meeting.
- **February 21st Regular Council Meeting** – Vote to Approve or Disapprove.
- **March 13th Study Session** – If approved on Feb. 21st, begin using the new Hybrid Study Session format. Begin with **Health & Human Services Focus Area**.