

	<p>City Council Meeting April 19, 2021 - 7:00 PM Virtual AGENDA Watch the meeting LIVE!</p> <p>Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. **CALL TO ORDER**

II. **VIRTUAL PARTICIPATION LINK**

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, April 19, 2021 at 7:00 p.m. will be held virtually and telephonically. To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below.

Per Governor Inslee's Emergency Proclamation 20-05 and 20-28 et. seq. and Stay Safe-Stay Healthy, the City of Auburn is holding public meetings virtually at this time.

City of Auburn Resolution No. 5581, designates City of Auburn meeting locations for all Regular, Special and Study Session Meetings of the City Council and of the Committees, Boards and Commissions of the City as Virtual Locations.

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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click one of the below URL to join.

ZOOM: <https://zoom.us/j/94702214569>

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

Or join by phone:

253 215 8782

877 853 5257 (Toll Free)

Webinar ID: 947 0221 4569

A. **Pledge of Allegiance**

B. **Roll Call**

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

A. Arbor Day Proclamation

Mayor Backus to proclaim April 27, 2021 as "Arbor Day" in the city of Auburn.

IV. APPOINTMENTS

A. Salary Commission

City Council to confirm the appointment of Grantley Martelly to the Salary Commission for a four year term to expire December 31, 2024.

V. AGENDA MODIFICATIONS

VI. NEW BUSINESS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. **Public Hearings - (No public hearing is scheduled for this evening.)**

B. **Audience Participation**

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

1. Virtual Participation

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

Please mail comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

Please fax comments to:

Attn: Shawn Campbell, City Clerk

Fax number: 253-804-3116

Email comments to:

publiccomment@auburnwa.gov

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

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

2. Grocery Worker Hazard Pay (Chair DaCorsi)

IX. CONSENT AGENDA

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

- A. Minutes of the April 5, 2021 Regular City Council Meeting
- B. Minutes of the April 12, 2021 Study Session
- C. Claim Vouchers (Thomas)
Claim voucher list dated April 19, 2021 which includes voucher numbers 463017 through 463157 in the amount of \$4,100,273.70 and eight wire transfers in the amount of \$498,832.99
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539131 through 539136 in the amount of \$75,422.96, and electronic deposit transmissions in the amount of \$2,331,066.42, for a grand total of \$2,406,489.38 for the period covering March 31, 2021 to April 13, 2021
- E. Auburn Resource Center Construction Project (Comeau)
City Council to approve an agreement with Kelly-Thomas Inc. for Construction at the Auburn Resource Center

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

X. UNFINISHED BUSINESS

XI. ORDINANCES

- A. Ordinance No. 6817 (Tate)
An Ordinance relating to camping and occupying City Property, amending Ordinance No. 6781 and Chapters 2.22 and 9.50 of Auburn City Code

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6817.)

XII. RESOLUTIONS

- A. Resolution No. 5588 (Gaub)
A Resolution authorizing the Mayor to execute an interlocal agreement between the City of Auburn and the City of Pacific relating to the City of Pacific's Stewart Road Improvements Project
- B. Resolution No. 5590 (Thomas)
A Resolution authorizing an agreement between the City and King County to implement the 2021-2022 Waste Reduction and Recycling Grant Program and Accepting Program Grant Funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5590.)

C. Resolution No. 5591 (Thomas)

A Resolution authorizing an agreement between the City and Seattle-King County Department of Public Health to implement the 2021-2022 Local Hazardous Waste Management Program and accepting program grant funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5591.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

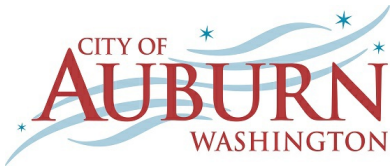
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XIV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 5, 2021 Regular City Council Meeting

Department:

Administration

Attachments:

[04-05-2021 Minutes](#)

Date:

April 13, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

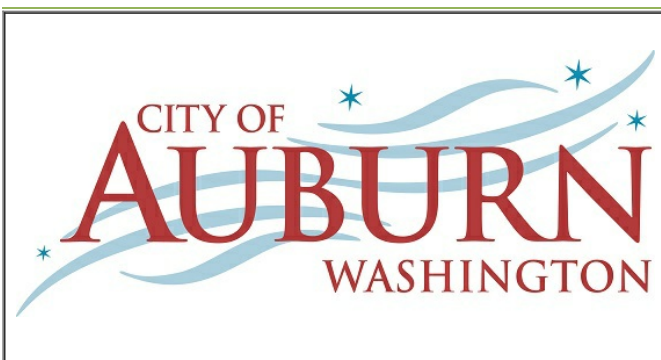
Revised Budget: \$0

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

Meeting Date: April 19, 2021

Staff:

Item Number: CA.A

	<p>City Council Meeting April 5, 2021 - 7:00 PM Virtual MINUTES Watch the meeting LIVE!</p> <p>Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. **CALL TO ORDER**

II. **VIRTUAL PARTICIPATION LINK**

1. Virtual Participation Link

The City Council Meeting was held virtually.

A. **Pledge of Allegiance**

Mayor Nancy Backus called the meeting to order at 7:00 p.m. and led those in attendance in the Pledge of Allegiance.

B. **Roll Call**

Councilmembers virtually present: Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel. Deputy Mayor Claude DaCorsi and Councilmember Robyn Mulenga were excused.

Mayor Nancy Backus, Technical Support Specialist Danika Olson and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: Senior City Staff Attorney Doug Ruth, Director of Finance Jamie Thomas, Director of Public Works Ingrid Gaub, Assistant Director of Human Resources Aaron Barber, Director of Parks, Arts, and Recreation Daryl Faber, Assistant Police Chief Mark Caillier and Assistant Director of Innovation and Technology Ashley Riggs.

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

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

Mayor Backus to proclaim April 2021 as "Sexual Assault Awareness Month" in the City of Auburn

Mayor Backus read and proclaimed April 2021 as "Sexual Assault Awareness Month" in the City of Auburn.

Laurel Redden from King County Sexual Assault Resource Center

(KCSARC) accepted the proclamation and thanked the Mayor and Council for their support.

B. Proclamation - Sikh Heritage Day

Mayor Backus to proclaim April 14, 2021 as "Sikh Heritage Day" in the City of Auburn

Mayor Backus read and proclaimed April 14, 2021 as "Sikh Heritage Day" in the City of Auburn.

C. Proclamation - National Public Safety Telecommunicators Week

Mayor Backus to proclaim April 12-18, 2021 as "National Public Safety Telecommunicators Week" in the City of Auburn

Mayor Backus read and proclaimed April 12-18, 2021 as "National Public Safety Telecommunicators Week" in the City of Auburn.

D. Public Health Week

Mayor Backus proclaimed the Week of April 5, 2021 as Public Health Week in the City of Auburn

The Mayor read and proclaimed the week of April 5, 2021 as "Public Health Week" in the City of Auburn.

IV. APPOINTMENTS

A. Transportation Advisory Board

City Council to confirm the appointment of Christian Faltenberger to the Transportation Advisory Board, serving as the Auburn Chamber of Commerce representative, for a three year term to expire December 31, 2023

Councilmember Trout-Manuel moved and Councilmember Brown seconded to appoint Christian Faltenberger to the Transportation Advisory Board for a three-year term to expire December 31, 2023.

MOTION CARRIED UNANIMOUSLY. 5-0

V. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VI. NEW BUSINESS

There was no new business.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings - (No public hearing is scheduled for this evening.)

B. Audience Participation

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

1. Virtual Participation

Alison Eisinger, Gretchen Marshall, Lomasi Marshall, Korama Williams, Serena Forward-Rodriguez, Gina Custer, Kelly Curley, Robin Corak, RaShay Reading, Breanne Schuster, Cassie Dallas, Reverend Bill Kirlin-Hackett and Katharine Nyden provided comments opposing proposed Ordinance No. 6817.

Jeff Anderson expressed concerns about Ordinance No. 6815.

Bob Zimmerman, 33029 46th Place South, Auburn
Mr. Zimmerman expressed concerns about propane tank safety.

C. **Correspondence**

There was no correspondence for Council to review.

VIII. **COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Baggett)

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

2. Grocery Worker Hazard Pay (Chair DaCorsi)

Councilmember Brown, Member of the Grocery Worker Hazard Pay ad hoc committee, reported he, Deputy Mayor DaCorsi and Councilmember Jeyaraj meet with the City Attorney last week and will meet again later this week.

IX. **CONSENT AGENDA**

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

A. Minutes of the March 15, 2021 Regular Council Meeting

B. Minutes of the March 22, 2021, March 29, 2021 Study Session

C. Claim Vouchers (Thomas)

Claim voucher list dated April 5, 2021 which includes voucher numbers 462853 through 463016 in the amount of \$2,798,572.65 and nine wire transfers in the amount of \$809,619.15

D. Payroll Vouchers (Thomas)

Payroll check numbers 539126 through 539130 in the amount of \$602,077.41, and electronic deposit transmissions in the amount of \$2,148,579.29, for a grand total of \$2,750,656.70 for the period covering March 10, 2021 to March 30, 2021

Councilmember Baggett moved and Councilmember Brown seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

X. **UNFINISHED BUSINESS**

There was no unfinished business.

XI. **ORDINANCES**

A. Ordinance No. 6815 (Thomas)

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

Councilmember Stearns moved and Councilmember Trout-Manual seconded to adopt Ordinance No. 6815.

MOTION CARRIED UNANIMOUSLY. 5-0

XII. **RESOLUTIONS**

A. Resolution No. 5584 (Martinson)

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Auburn and Cayce & Grove for Public Defense Services

Councilmember Brown moved and Councilmember Jeyaraj seconded to adopt Resolution No. 5584.

MOTION CARRIED UNANIMOUSLY. 5-0

XIII. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

Councilmember Trout-Manual reported she attended the Regional Law, Safety and Justice Committee Meeting.

Councilmember Baggett reported he attended the King County Regional Transit Committee Meeting.

Councilmember Stearns reported he attended the National League of Cities briefing on the American Rescue plan and the King County Clean Water Plan briefing.

B. From the Mayor

Mayor Backus reported she participated in the Sound Transit Realignment Committee, attended the Special Regional Policy Committee Meeting, the Peter Cottontrail event at Les Gove and provided an interview at Multicare Auburn Medical Center for their 100th birthday. She also invited everyone to participate in the Youth Town Hall on Thursday April 8th, 2021.

XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:42 p.m.

APPROVED this 19th day of April, 2021.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 12, 2021 Study Session

Department:

Administration

Attachments:

[04-12-2021 Minutes](#)

Date:

April 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: April 19, 2021

Staff:

Item Number: CA.B

	<p>City Council Study Session Finance, Technology and Economic Development Special Focus Area April 12, 2021 - 5:30 PM Virtual MINUTES Watch the meeting LIVE!</p> <p>Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

Deputy Mayor DaCorsi called the meeting to order at 5:30 p.m.

II. Virtual Participation Link

A. Virtual Participation Link

The City Council Meeting was held virtually.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel. Councilmember Trout-Manuel left the meeting at 8:00 p.m.

Mayor Nancy Backus, Innovation and Technical Support Specialist Danika Olson, Police Chief Dan O'Neil and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Senior City Staff Attorney Harry Boesche, Director of Community Development Jeff Tate, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Finance Jamie Thomas, Director of Administration Dana Hinman, Assistant Finance Director Kevin Fuhrer, Director of Human Resources Candis Martinson, Director of Innovation and Technology David Travis, Capital & Construction Engineering Manager Ryan Vondrak, Senior Project Engineer Matt Larson and Outreach Program Administrator Kent Hay.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Facility Needs Assessment and Master Plan – Draft Final Plan Briefing (Gaub)(45 Minutes)

Senior Project Engineer Larson introduced Julie Bassuk and Beth Batchelder from Makers Architects. They provided Council with a project overview, project goals, major findings and recommendations, alternative analysis findings, initial draft recommendations, updated recommendations, facility maintenance recommendations, a draft phasing and financing plan, facilities maintenance funding, a capital spending plan, a draft financing strategy, potential impacts to the General Fund and the Utility Fund, the benefits of the plan, and the final steps for the Facility Needs Assessment.

Council discussed the differences in the initial plan and the amended recommendations, the size of property needed for a police campus, timing of funding, plans for the current Justice Center, community use of ball fields, outsourcing services and eligible purchases with bond funding.

B. Ordinance No. 6817 (Tate)(30 Minutes)

An Ordinance amending Chapters 2.22 and 9.50 of Auburn City Code as it relates to camping on City property, providing for an admonishment process and administrative appeal

Director Tate provided Council with a presentation on Ordinance No. 6814. He explained why Staff is bringing the proposed ordinance before Council, he shared photos and videos of an encampment that is typical of encampments around Auburn, the immediate required responses, factors to consider after an encampment is cleaned up, a map of known encampments locations, cost of cleanup in the last 6 months, estimated future costs, comments from residents, business owners, and the Police Advisory Committee, the availability of the Auburn Community Court as a diversionary court, the sheltering services available in the community both locally and regionally. If staff has a trespass option, it will only be used if there are services available and not accepted and the individual also refuses to leave the area.

Attorney Boesche provided Council with the different scenario if someone is issued an infraction opposed to an criminal citation. Chief O'Neil described what a trespass admonishment looks like from the police interaction side.

Christian Faltenberger, General Manager of the Outlet Collection thanked the Staff and Council for allowing him share on behalf of the local business owners. He stated the property owners are working together to maintain their properties. Local businesses receive complaints daily regarding the aggressive panhandling and garbage near their properties. He encouraged the Council to use all the tools available to maintain City owned property. He asked Council to hold all residents accountable.

Debbie Christian, Executive Director for the Auburn Food Bank encouraged people to not give to people who are panhandling, she stated services are offered to people through the shelter. Ms. Christian encouraged Council to hold all residents accountable.

Council discussed services people need, unhoused people that have died, the impacts of homelessness, the cost of housing, living wage jobs, the diversion program of Community Court, the living conditions in the encampments, the impact on the environment, capacity for providing services, other jurisdictions with similar ordinances and how the City is dealing with the mental health concerns.

Deputy Mayor DaCorsi called for a 7 minute recessed at 8:08 p.m. The meeting reconvened at 8:15 p.m.

IV. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

- A. Ordinance No. 6814 (Thomas)(30 Minutes)
Draft B&O Tax Code

Councilmember Baggett presided over this section of the meeting.

Director Thomas presented Council with proposed Ordinance No. 6814. She explained the purpose of the proposed Business and Occupation (B&O) Tax. She reviewed the General Fund forecasts, expected expenditure growth and revenue growth, she reviewed the considerations for balancing the budget, options for budget cuts, proposed B&O square footage tax, an alternative tax structure, and the pros and cons of the proposed options.

Council discussed sharing the burden across many businesses, increasing needs within the General Fund, why warehouses are charged differently than other types of businesses, services that the City would not be able to offer if there was not sufficient revenue and budget cuts.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

VII. ADJOURNMENT

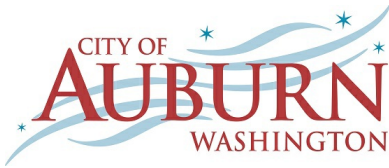
There being no further business to come before the Council, the meeting was adjourned at 9:12 p.m.

APPROVED this 19th day of April, 2021.

CLAUDE DACORSI, DEPUTY MAYOR Shawn Campbell, City Clerk

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at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

April 14, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claim voucher list dated April 19, 2021 which includes voucher numbers 463017 through 463157 in the amount of \$4,100,273.70 and eight wire transfers in the amount of \$498,832.99.

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

Thomas

Meeting Date: April 19, 2021

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

April 14, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539131 through 539136 in the amount of \$75,422.96, and electronic deposit transmissions in the amount of \$2,331,066.42, for a grand total of \$2,406,489.38 for the period covering March 31, 2021 to April 13, 2021.

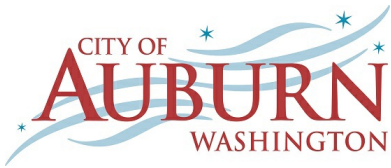
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: April 19, 2021

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Auburn Resource Center Construction Project (Comeau)

Date:

April 15, 2021

Department:

Administration

Attachments:

[Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

approve consent agenda

Background for Motion:**Background Summary:**

The City and Kelly-Thomas, Inc. (Contractor) entered into an Agreement on March 19, 2021 for real property construction at the City's Resource Center located at 2802-2816 Auburn Way S. The project scope of work and corresponding compensation due to Contractor was outlined in proposal #8087, attached as Exhibit A to the March 19 Agreement. However, after entering the March 19 Agreement but before Contractor performed any services or furnished any materials under it, the City expanded the project scope of work to include construction to a bathroom for Auburn Community Court staff and other small construction items related to the performance of the site as both the Community Court and Resource Center. On April 5, 2021, the City solicited bids for the expanded project scope, with responses due on or before April 12, 2021. Contractor submitted the only bid. City staff recommend acceptance of the Contractor's bid and has drafted this Agreement with the new project scope of work and associated cost/compensation due to Contractor. The parties will also mutually agree to terminate the March 19 Agreement without fault, cost or damages to either party and to replace it with this Agreement, which shall define the parties' intentions regarding their respective rights and obligations regarding the project.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: April 19, 2021

Staff:

Comeau

Item Number:

CA.E

CITY OF AUBURN AGREEMENT FOR SERVICES

Kelly-Thomas Inc. – Construction of ARC Demising Walls

THIS AGREEMENT made and entered into on this _____ of _____, 2021, by and between the CITY OF AUBURN ("City"), a municipal corporation of the State of Washington, and **Kelly-Thomas, Inc. ("Contractor")**, whose address is 26318 Entwhistle Road East, Buckley, Washington 98321.

RECITALS:

WHEREAS, the City and Contractor entered a March 19, 2021 Agreement (March 19 Agreement) for real property construction at the City's Resource Center located at 2802-2816 Auburn Way S. (project). The project scope of work and corresponding compensation due to Contractor was outlined in proposal #8087, attached as Exhibit A to the March 19 Agreement;

WHEREAS, after entering the March 19 Agreement but before Contractor performed any services or furnished any materials under it, the City expanded the project scope of work. On April 5, 2021, the City solicited bids for the expanded project scope, with responses due on or before April 12, 2021. Contractor submitted the only bid in the form of its proposal #8101, which is attached as Exhibit A to this Agreement;

WHEREAS, the City intends to accept Contractor's proposal #8101 as the new project scope of work and associated cost/compensation due to Contractor. The parties further mutually agree to terminate the March 19 Agreement without fault, cost or damages to either party and to replace it with this Agreement, which shall define the parties' intentions regarding their respective rights and obligations regarding the project.

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

1. Scope of Services

The Contractor agrees to perform the tasks described in its proposal #8101, which is attached as **Exhibit "A"**. The Contractor will be responsible to provide work products and services of a quality and professional standard acceptable to the City. The Contractor will, without additional compensation, correct or revise any negligent errors, omissions or other deficiencies in its plans, designs, drawings, specification, reports and other services required, whether during or after the Term of this Agreement. Any approval by the City of Contractor's services will not in any way relieve the Contractor of responsibility for the accuracy and adequacy of its services.

The Contractor shall obtain and pay for all electrical permits, fees, charges and inspections. The City shall obtain and pay for all other permits.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

The Contractor agrees he has satisfied himself as to the nature and location of the Work, the character, quantity and kind of equipment needed during the execution of the Work, the location, conditions and other matters which can in any manner affect the Work under this Contract, and acknowledges that he has had a reasonable opportunity to examine the Project site. Reference Information, whether written or oral, provided to the Contractor is not part of the Contract and there is no guarantee of its accuracy. Any use of Reference Information by the Contractor is done solely at the Contractor's risk.

The Contractor shall regularly and promptly remove all refuse, waste and debris produced by his operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the jobsite. Compliance with all safety requirements of good housekeeping is an essential part of the Contractor's obligation. In the event of the Contractor's failure or refusal to meet these requirements, and after 7-days notification, refuse removal may be done by the City and charged against the account of the Contractor.

2. Contractor's Representations & Qualifications

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

3. Compensation

As compensation for the Contractor's performance of the services provided for in this Agreement, the City will pay the Contractor the fees and costs specified in **Exhibit "B"** subject to additions and deductions by Change Order as provided in the Contract Documents. These payments will be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work. No payment shall be issued until a Statement of Intent to Pay Prevailing Wages form, for the Contractor and each and every Subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City.

The Contractor will submit to the City an invoice upon completion and delivery to the City of those deliverables described in the scope of work, or a proportionate share of work completed if the work schedule extends beyond 30 days from the Notice to Proceed letter, and the City upon acceptance of the invoice will process the invoice in the next billing/claim cycle, and will remit payment to the Contractor, subject to any conditions or provisions in this Agreement or Amendment, including retainage provisions. **The Agreement number (#8101) must appear on all invoices submitted.** Copies of original supporting documents will be supplied to the City upon request. Subsequent invoices shall be submitted every 30 days.

The not-to-exceed amount for this agreement is ONE HUNDRED ONE THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS AND SIX CENTS (**\$101,794.06**). The Contractor will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization consistent with this agreement.

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

4. Retainage and Prevailing Wages

Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Contractor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The prevailing wage rate revision effective date, April 5, 2021 is attached as **Exhibit C** and by this reference incorporated herein and made a part hereof. No payment shall be issued until a Statement of Intent to Pay Prevailing Wages form, for the Contractor and each and every subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City. Retainage, if applicable, shall not be released until an Affidavit of Wages Paid form for the Contractor and each and every subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City.

The Contractor shall furnish the City with an executed performance bond for the full Contract amount, unless the contract amount is \$150,000.00 or less and the Contractor has elected to have 10% retainage held by the City, in which case a performance bond is not required for this project. The Contractor shall execute a "Declaration of Option for Performance Bond or Additional Retainage" to indicate the option.

If the Contractor elects to furnish a performance bond, the City shall hold back retainage in the amount of 5% of any and all payments made to the Contractor. The Contractor can choose to have the retainage held by the City in a non-interest bearing account, have it placed in an Escrow (interest bearing) Account, or submit a bond in lieu of retainage.

If the Contractor elects 10% retainage, the City will hold 10% of the total Contract amount, pursuant to RCW 39.08.010.

Said retainage shall be held by the City for a period of 30 days after the Completion Date, or until receipt of all necessary releases from the State Department of Revenue and State Employment Security Department, including Affidavits of Wages paid for the Contractor and each and every subcontractor, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

5. Defective or Unauthorized Work

The City reserves its right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal

costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any additional costs, from any and all amounts due or to become due the Contractor.

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

The Contractor will not begin any work under this Agreement until authorized in writing by the Notice to Proceed by the City. The term of this Agreement commences on the later date of the Parties execution of this Agreement, as reflected on the signature page. The Contractor will complete the services in accordance with those tasks provided on **Exhibit "A"** and, **subject to extensions for authorized change orders, no later than 30 calendar days after the date of the Notice to Proceed**. Completion shall be the date on which the Scope of Work is complete to the extent that it can be occupied or used for its intended purpose in accordance with this contract. City shall extend the Completion Date for City-caused delays and/or if a permit is not issued by the time an inspection is needed.

If said work is not completed within the time specified, the Contractor agrees to pay liquidated damages to the City as follows:

A. The Contractor shall pay liquidated damages for each working day beyond the number of working days established for physical completion, according to the following formula: Contract Price (without tax) x 0.15, divided by the original number of working days for completion.

B. The Contractor authorizes the City to deduct these liquidated damages from any money due or coming due to the Contractor.

C. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

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

Termination for Convenience. The City may terminate this Agreement upon not less than seven (7) days written notice, which shall contain the effective date of termination, to the Contractor. If this Agreement is terminated through no fault of the Contractor, the Contractor will be compensated for services performed prior to termination in accordance with the rate of compensation provided in **Exhibit "B"**. This payment shall fully satisfy and discharge the City of all obligations and liabilities owed the Contractor, who shall not be liable for any anticipated profits or other consequential damages resulting from the termination.

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

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

7. Changes, Protest and Claims

The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to an authorized agent of the City within 10 calendar days of the date the facts and events giving rise to the requested change occurred. The City too may, without invalidating this Contract, order in writing, extra work or make changes by altering, adding to, or deducting from the Scope of Work. If the City determines that the change, whether initiated by the City or Contractor, increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City. If the Contractor fails to request a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:

1. Within 5 days of receiving a written change order or oral order that the Contractor desires to protest, the Contractor shall give a signed written notice of protest to the City; and

2. Supplement the written protest within 14 calendar days with a written statement that provides the following information:

- a. The date of the Contractor's protest.
- b. The nature and circumstances that caused the protest.
- c. The provisions in this Contract that support the protest.
- d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
- e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed for evaluating the protest.

3. The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

B. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.

C. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for Contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

G. Claims

The Contractor waives right to a claim if they have not followed the protest procedures outlined in this Contract. If resolution of a protest cannot be reached, and the Contractor wishes to pursue a claim, the Contractor shall give written notice of claim to the City within 15 calendar days of the City's notice of its final decision on the Contractor's protest. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information set forth regarding protests in this Contract.

Failure to provide a complete, written notification of claim within the time allowed shall be an absolute waiver of any claims arising in any way from the facts or events surrounding that claim or caused by that delay. The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Contract prior to signing the Final Payment Form.

8. Warranty.

All defects in workmanship and materials that occur within one year of the Contract Completion date shall be corrected by the Contractor. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within 7 calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

9. Ownership and Use of Documents

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

10. Records Inspection and Audit

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

11. Continuation of Performance

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

12. Independent Contractor

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

13. Administration of Agreement

This Agreement will be administered by Fred Thomas, on behalf of the Contractor, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement will be served on or mailed to the following addresses:

City of Auburn
Josh Arndt, Real Property
25 West Main St
Auburn WA 98001-4998
Phone: 253.931.4011

Kelly-Thomas, Inc.
Fred Thomas, Partner
26318 Entwhistle Rd. E
Buckley, Washington 98321
Phone: 253.735.3928

14. Notices

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

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

15. Insurance

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

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

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

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles used in connection with performance and construction work of at least: \$2,000,000 combined single limit for bodily injury and property damage, \$4,000,000 general aggregate (including umbrella limits). Coverage must include the following:
 - a. Owned vehicles
 - b. Leased vehicles
 - c. Hired vehicles
 - d. Non-owned vehicles
- b. Commercial General Liability - at least \$2,000,000 per occurrence and \$2,000,000 annual aggregate, including Personal Injury Liability, Bodily Injury, Property Damage Liability and Contractual and Products/Completed Operations Liability naming the City and Feenix Parkside LLC, as additional insured using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsement providing at least as broad coverage. Coverage must be primary and non-contribution and include the following:
 - (i) Premises – Operations
 - (ii) Elevators and Hoists
 - (iii) Independent Contractor
 - (iv) Contractual Liability assumed under the Professional Services Contract
 - (v) Completed Operations – Products
 - (vi) Explosion, Underground and Collapse (XUC) Coverage

- c. Workmen's Compensation – Statutory Limits for the State in which the work is to be performed, together with "ALL STATES", "VOLUNTARY COMPENSATION" AND "FOREIGN COMPENSATION" coverage endorsements.
- d. Builders All Risk in the amount of the full replacement cost of the project improvements.

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

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

Contractor shall list The City of Auburn, Feenix Parkside LLC and Azose Commercial Properties all as Additional Insured. All such policies of insurance must contain a provision that the company writing said policy will give Feenix Parkside LLC thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. As well, the policies shall preclude subrogation claims by the insurer against anyone insured thereunder.

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

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

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

Failure on the part of the Contractor to maintain the insurance as required will constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

16. Indemnification/Hold Harmless

Except for injuries and damages caused by the sole negligence of the City, Feenix Parkside, LLC or Azose Commercial Properties, the Contractor will defend, indemnify and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims,

injuries, damages, losses, or suits of every kind, including attorney fees and litigation expenses, arising out of or resulting from the acts, errors, or omissions of the Contractor, its employees, agents, representatives, or subcontractors, including employees, agents, or representatives of its subcontractors, made in the performance of this Agreement, or arising out of worker's compensation, unemployment compensation, or unemployment disability compensation claims.

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

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

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the indemnity and other provisions of this section.

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

17. Assignment and Subcontracting

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

The Contractor shall not subcontract work unless the City approves in writing. If the City requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires.

The Contractor shall require each subcontractor to comply with RCW 39.12 (Prevailing Wages on Public Works) and to furnish all certificates and statements required by the Contract. No payment shall be issued until a Statement of Intent to Pay Prevailing Wages form, for the Contractor and each and every subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City.

Approval to subcontract shall not:

1. Relieve the Contractor of any responsibility to carry out the Contract.
2. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond.

3. Create any contract between the City and the subcontractor, or
4. Convey to the subcontractor any rights against the City.

This section does not create a contractual relationship between the City and any subcontractor. Also, it is not intended to bestow upon any subcontractor, the status of a third-party beneficiary to the Contract between the City and the Contractor.

18. Nondiscrimination

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

19. Amendment, Modification or Waiver

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound, or the party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver, approval or acceptance, or payment by any party will not affect or impair that party's rights arising from any default by the other party.

20. Parties in Interest

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

21. Force Majeure

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

22. Applicable Law

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

23. Captions, Headings and Titles

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and will not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. Where

appropriate, the singular will include the plural and vice versa and masculine, feminine and neuter expressions will be interchangeable. Interpretation or construction of this Agreement will not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

24. Severable Provisions

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

25. Entire Agreement

This Agreement together with any subsequent amendments or addendums contains the entire understanding of the parties in respect to the transactions contemplated and supersedes all prior representations, agreements and understandings between the parties, either oral or written. This Agreement specifically supersedes and replaces the March 19 Agreement between the parties, which the parties have terminated by mutual agreement without fault, cost or damages to either party. No other understandings, oral or otherwise, regarding this Agreement shall bind any party.

26. Non-Availability of Funds

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

27. Counterparts

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF AUBURN

Kelly-Thomas, Inc.

Nancy Backus, Mayor

Signature

Name: _____

Title: _____

Date: _____

Approved as to form:

Federal Tax ID No: _____

Kendra Comeau, City Attorney

EXHIBIT A
Scope of Services

Kelly-Thomas, Inc.
26318 Entwistle Rd. E.
Buckley, Washington 98321
Auburn/ Seattle: (253) 735-3928
Sumner/ Tacoma: (253) 863-2450
Facsimile: (360) 829-6599

PROPOSAL # 8101

DATE: 04/12/2021

Page 1 of 3

Submitted to:

City of Auburn
Josh Arndt
25 West Main St.
Auburn, WA 98001

Cell: (253) 561-1235
Office: (253) 288-4325

Job Name:

Resource Center T.I.
2802-2816 Auburn Way North
Auburn, WA 98002

1. Demising Walls:

- Build approximately 140 lineal feet of 12'0" high wall to underside of trusses and FSK paper sheathing. Wall to be constructed using 6" 20-gauge metal framing at 16" on center. Acoustic Batt insulation, with 5/8" GWB – Type X, each side with fire tape only finish. Paint with one coat primer and two coats satin latex enamel on each side of the demising wall. (First wall built to demise spaces 2816--A & 2816B. Second to demise 2816-A and 2814). 26,403.00

2. Bathroom renovation:

16,674.00

- Demo approximately 8 lineal feet of wall including electrical.
- Build new wall to make restroom large enough to meet ADA requirements. Extend the existing and new walls to underside of trusses. Install acoustic batt insulation in new wall and paint to match exterior bathroom walls to match new demising wall.
- Cut, remove, and dispose of concrete to allow for relocation of toilet flange. Pour concrete back after underground plumbing work is done.
- Install ½" re-bar dowels into existing slab at approximately 16" on center.
- Replace jamb leg and casing that's either split or missing, paint door, jamb, and casing.
- Relocate toilet flange and plumbing in wall to meet UPC code requirements. Provide and install (1) new pressure assist American Standard toilet, (1) new American Standard wall hung China sink with Moen chrome single lever faucet. All waster and vents to be PVC DWV and all water piping will be plumbed in PEX.
- Prep, provide and install coved sheet vinyl flooring and wainscot (all 4 walls).
- Provide and install (1) 54" x 42" one-piece wrap around grab bar, (1) 18" vertical grab bar, (1) double roll toilet paper dispenser, (1) surface mount "C" fold s.s. paper towel dispenser, (1) napkin disposal, (1) 24" x 36" mirror, and (1) unisex sign. Provide necessary backing in walls for these accessories.
- Add (1) new light and (1) GFI receptacle.

3. Electrical: (Contractor or subcontractor responsible for electrical permit)

16,111.00

- Split existing light fixtures in unit 2816-A from unit 2816-B back to each unit respective electrical panels. Use existing ceiling OCC sensors from unit 2816-B in unit 2816-A. Adjust existing overhead lighting accordingly.
- Split existing light fixtures in unit 2810-14 from unit 2816-A. Pull power for 2816-A from electrical panel in 2816-A. Pull power for units 2810-2814 from panel in 2812.
- Install (3) new power electrical duplex outlets, 110v in new demising wall separating 2814 and 2816-A, and (1) new light switch for use in 2814 (per plan).

CONTINUED

Kelly-Thomas, Inc.
26318 Entwhistle Rd. E.
Buckley, Washington 98321
Auburn/ Seattle: (253) 735-3928
Sumner/ Tacoma: (253) 863-2450
Facsimile: (360) 829-6599

PROPOSAL # 8101

DATE: 04/12/2021

Page 2 of 3

- Install (2) new power electrical duplex outlets, 110v in new demising wall separating 2814 and 2816-A, for use in 2816-A and (1) new light switch for use in 2816-A (per plan).
- Install (1) new power electrical duplex outlet, 110v in new demising wall separating 2816-A and 2816-B for use in 2816-A (per plan).
- Replace existing electrical duplex outlet, 110v I reconstructed bathroom wall
- Install (1) new power electrical duplex outlet, 110v in rear of unit 2816-A near existing electrical panel (per plan).

4. HVAC/Mechanical:	14,456.00
<ul style="list-style-type: none">• Install new distribution and return vents to existing HVAC drop-in unit 2816-A. Includes relocating (1) thermostat, (1) exhaust fan for restroom.	
5. Door Hardware:	918.00
<ul style="list-style-type: none">• Replace (1) existing commercial door closer on front door.• Install panic hardware for emergency egress on rear door.	
6. General Conditions:	5,144.00
<ul style="list-style-type: none">• Mobilize and layout• Rental equipment• Periodic cleaning and job maintenance• Disposal fees• Supervision and project coordination• Final clean	
7. Overhead and contractor's fee.	<u>12,750.00</u>

	Sub-Total	92,456.00
(1702 Auburn)	10.1% WSST	<u>9,338.06</u>
	Total	<u>\$ 101,794.06</u>

CONTINUED

Kelly-Thomas, Inc.
26318 Entwhistle Rd. E.
Buckley, Washington 98321
Auburn/ Seattle: (253) 735-3928
Sumner/ Tacoma: (253) 863-2450
Facsimile: (360) 829-6599

PROPOSAL # 8101

DATE: 04/12/2021

Page 3 of 3

ALTERNATES:

1. Emergency Exit Signs:

- Install emergency exit signage (per plan).
- It appears that the doors have exit signs, but if new ones are required, ADD \$342.00/each plus WSST

2. It appears like the City of Auburn is going to provide the mechanical permits, but if we are required to provide drawings and permit.

ADD 4786.00 plus WSST

EXCLUSIONS AND QUALIFICATIONS:

1. Plans, permits, engineering, and/or special inspections or fees for same are N.I.C. (not in contract).
2. Survey, removal, and/or disposal of asbestos or other hazardous materials are N.I.C.
3. Phone data, fire alarms, or modifications to same are N.I.C.
4. Window blinds and window coverings are N.I.C.
5. Work to be performed during normal business hours; Monday thru Friday, 7AM to 3:30 PM, unless stated otherwise in above proposal. Any after hours or weekend work specifically requested shall be billed at 1 ½ time normal rate.
6. Cost of utilities (i.e., gas, power, etc.) to perform work on this project is N.I.C.
7. Locates for underground by owner.
8. Damage caused by unforeseen circumstances (i.e., underground utilities, damaged pipes, etc. are N.I.C.
9. Anything not specifically listed on this proposal is N.I.C.

PROPOSAL ACCEPTANCE:

4/15/2021

Date

Josh Arndt

Signature

OUR PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS, AFTER WHICH IT WILL BE SUBJECT TO OUR REVIEW.
WE THANK YOU FOR THIS OPPORTUNITY TO QUOTE YOUR PROJECT.

CONTRACTOR'S LICENSE # KELLYTI148CR

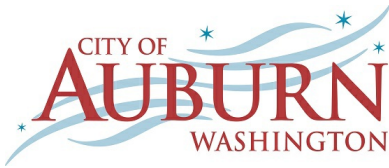
EXHIBIT B
Payment Terms

Total compensation for the Contractor's services will not exceed \$101,794.06 for the term of this Agreement. Payment will be provided by the City as follows:

- Upon completion and delivery of all deliverables described in proposal #8101 (**Exhibit A**) subject to any retainage provisions
- If the work schedule goes beyond 30 days from the Notice to Proceed than contractor shall submit an invoice describing the percentage of work completed and the City shall pay that proportionate share of the total contract amount as it may be amended.

Exhibit C
Prevailing Wage Rates

- County work performed: King
- Effective Date of wages: April 5, 2021
- Washington State Department of Labor and Industries Wage Lookup
 - https://secure.lni.wa.gov/wagelookup/?utm_medium=email&utm_source=govdelivery



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6817 (Tate)

Department:

Mayor's Office

Attachments:

[Ordinance No. 6817](#)

Date:

April 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Adopt Ordinance No. 6817

Background for Motion:

Ordinance 6817 reinforces the City's service first philosophy and approach to assist those individuals experiencing homelessness. The ordinance requires that City staff work with those experiencing homelessness by offering and making arrangements for sheltering and transportation so that individuals can then be connected to the much broader array of needed services such as mental health and addiction support, access to social security benefits, housing and employment. The ordinance seeks to move people from outdoor encampments where service delivery is difficult and into a scenario where services can be made available. The ordinance also reinforces that if shelter and transportation services are not available or suitable to the needs of the individual that enforcement of the no camping provisions cannot be implemented.

Background Summary:

City Council adopted Ordinance 6781 on September 8, 2020. Since that time city staff have conducted further analysis, collected additional data, and have observed an increase in homeless encampments that have been established throughout the city and within environmentally sensitive areas. The city has also received an increasing amount of feedback from residents and the business community requesting that more be done to address the impacts associated with the establishment of homeless encampments. Additionally, the Auburn Community Court will be opening within the next couple of months.

It is staff's opinion that the above collection of issues and the timing of the opening of community court is cause to revisit Ordinance 6781 and to recommend that City Council take additional action that emphasizes the city's service first philosophy while mitigating the environmental, financial, human, and economic impacts that result when individuals are allowed to remain within homeless encampments while shelter space and services are available.

Environmental Impacts

Over the last 6 months city staff has encountered 43 separate homeless encampments. Not all of those encampments are currently occupied. Some individuals abandon their encampment and move to a different location. 29 of these encampments are located within wetlands or riparian river habitat areas. Encampments located within these environmentally sensitive critical areas impact the environment in the following ways:

- Native vegetation is heavily damaged due to walkways, tent sites, fire pits, and garbage that is dumped on site. Healthy native vegetation is crucial to the survival of both aquatic and terrestrial life that rely upon wetlands, rivers, and their surrounding buffers. Native vegetation also provides root structure that ensures soil remains in tact and does not erode into creeks, ditches and other water ways.
- Debris is often placed in wetlands, creeks and other water ways. Staff routinely find used needles, human waste, electronics, batteries, plastic, food waste, and other items within these environmentally sensitive areas. This adversely impacts water quality which impacts fish, aquatic life, terrestrial life, plants, and aquifers.
- Debris that makes its way into the Green or White Rivers is often deposited outside of Auburn in downstream communities and/or into Commencement Bay or Lake Union. This includes plastic, used needles, feces, cans, clothes, wrappers, toys, and food waste. The Puyallup Tribe has documented used needles in their fish traps and has requested that upstream communities provide assistance in reducing debris entering critical salmon rivers.

Financial Impacts

Cleaning up homeless encampments is expensive. Haul costs alone range from \$10,000 to \$50,000 per encampment. These costs become more expensive when the encampment is located within an environmentally sensitive critical area because mechanized equipment or vehicles are not permitted to access wetlands and riparian river habitat. Hauling must be carried out by hand. And even then, the hundreds of trips back and forth from the encampment to the trucks will further damage these areas. And once clean, the city has an obligation to restore the vegetation that was damaged in order to eliminate the potential for invasive and/or noxious plants from establishing themselves.

Cleaning 43 encampments will range in cost from \$430,000 to \$2.125 million. These are one time costs and, without intervention, will reoccur each year.

Human Impacts

The homeless population is not thriving within the current city approach. People are being harmed and/or dying, drug addiction continues, children are not being protected yet the services exist to interrupt these alarming patterns.

- In the last 6 months several homeless individuals have died due to a drug overdose. City staff had already started working with these folks before they died.

- Homeless individuals have been stabbed, lit on fire, and boulders thrown at their heads by other homeless individuals.
- In a few instances, children are being raised within homeless encampments. Babies are born within encampments. And one mother has been raising 5 children within an encampment that range in age from 6 to 14. Agencies that typically enter the home environment to address the welfare of children will not go deep into the woods.
- Drug addiction and use is rampant within the encampments. Of the 43 encampments, 41 had dozens of used needles. The 2 that did not have needles were littered with empty bottles of liquor.

Economic Impacts

City staff and city council have heard from a number of different residents and business owners who have expressed concerns over the issues that surround homelessness. Those issues include:

- Outside of the above city costs, private property owners are also incurring costs. Individual property owners and business owners routinely clean the sidewalks, doorways, and landscape areas of used needles, human feces, and general litter. Many do so on a daily basis.
- City staff routinely hear from business owners that their employees and patrons indicate that they do not feel safe within the community due to the portion of the homeless population that exhibit behaviors associated with drug use, unstable mental health, break ins and theft, etc. Whether real or perceived, if this becomes a narrative associated with Auburn, business owners will lose patrons and employees.

City staff acknowledges that we are asking Council to revisit a decision that was made in September 2020. It is our opinion that the last 6 months of experience plus the launch of the community court are reason to revisit Ordinance 6781. City staff appreciates that some councilmembers spent several hours in the field with Kent Hay to tour a number of encampments. To understand the extent of the conditions within a single encampment requires a firsthand view.

Ordinance 6817 was drafted in consultation with the Departments of Parks, Public Works, Community Development, Legal, Police, Administration and the Mayor's Office. The representatives strongly urge City Council to adopt this ordinance in order to interrupt the environmental, economic, financial and human impact that the city's current approach is allowing to occur. It was presented to City Council during the April 12, 2021 Study Session meeting.

Reviewed by Council Committees:

Councilmember:

Meeting Date: April 19, 2021

Staff:

Item Number:

Tate

ORD.A

ORDINANCE NO. 6817

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO CAMPING AND OCCUPYING CITY PROPERTY, AMENDING THOSE PORTIONS OF ORDINANCE NO. 6781 PERTAINING TO SECTIONS 2.22.210, 2.22.220, AND 9.50.030 OF THE AUBURN CITY CODE, AND ADDING A NEW SECTION ACC 2.22.240 TO THE AUBURN CITY CODE

WHEREAS, in 2020, the City proposed Ordinance No. 6781 to the City Council. Ordinance 6781 regulated camping and related activity on City property and designated activity prohibited in the ordinance as a misdemeanor criminal offense with corresponding potential criminal penalties;

WHEREAS, the City Council considered Ordinance 6781 at its study sessions on July 27 and August 24, 2020, and at its regular Council meeting on September 8, 2020;

WHEREAS, at these meetings, the Council heard statements from City representatives Jeff Tate and Kent Hay regarding the basis for Ordinance 6781 and the reasons for its proposal to the Council;

WHEREAS, the Council voted on Ordinance 6781 at the September 8 Council meeting. During the voting process, the Council revised Ordinance 6781 by motion to replace its criminal offense designation and penalties with civil infraction penalties;

WHEREAS, the Council voted to adopt Ordinance 6781 as revised by motion;

WHEREAS, in an ongoing effort to address the problems associated with homelessness, the City proposes this Ordinance with its below proposed revisions to ACC 9.50.030 and ACC 2.22. This ordinance is intended to restore the criminal offense designation and penalties originally contemplated for Ordinance 6781, and also to give

city enforcement personnel an additional legal option of issuing trespass admonishments to persons camping in parks or on other city properties and providing for an appeal;

WHEREAS, in support of this ordinance the City offers the following additional information regarding the homelessness problem in the City and the City's responsive remedial efforts. This information was not presented to the Council or considered by the Council when Ordinance 6781 was adopted:

- Environmental impacts: Homelessness and related activity has the following environmental impacts on the City:
 - Over the last 6 months the City has identified 43 different homeless encampments on City-owned property. Twenty-nine (29) of these encampments have been located within wetlands or within riparian habitat areas that are adjacent to the Green River, White River or Mill Creek, all of which provide important habitat to salmon;
 - The City has identified encampments that have become flooded during typical seasonal high water events. Flooding within wetlands causes islands and hummocks that are sometimes dry to be underwater. Seasonal flooding along rivers causes water to move at high velocity through riverine floodplains. In both instances, clothing, hypodermic needles, human waste, plastic, batteries, electronics, bicycles, shopping carts, tires, food waste, and other garbage enter the wetland depressions, channels, creeks and rivers. Some of this debris is also transported downstream and outside of Auburn;
 - It is contrary to the objectives of environmental protection and preservation for clothing, hypodermic needles, human waste, plastic, batteries, electronics, bicycles, shopping carts, tires, food waste, and other garbage to enter wetlands, creeks, and rivers that provide value to aquatic life, terrestrial life, flood detention, surface water quality and ground water quality;
 - The City of Auburn has invested many millions of dollars to protect and preserve the environment, and has acquired dozens of properties for this purpose. The City has spent millions of taxpayer dollars to restore environmentally sensitive lands that were previously altered;
 - One single example of a City investment to protect and restore environmentally sensitive lands is the Mill Creek 5K wetland

restoration and creek realignment project. The City spent more than \$7,000,000 to acquire sensitive lands, install a fish friendly culvert under 15 Street NW, recreate a meandering fish friendly creek present decades ago that was then altered for farmland, and plant millions of new trees, shrubs and grasses for the benefit of fish and water quality. These financial investments and mitigation efforts have been heavily impacted and, in some areas, destroyed by activity associated with homeless encampments;

- Throughout the City, vegetation has been removed, human waste deposited, and used hypodermic needles discarded in areas that otherwise prohibit private property owners from mowing, planting, grading, hydroseeding, applying pesticide or herbicide, constructing trails, building, or any other type of human activity that encroaches into the environmentally sensitive feature or its buffer. Chapter 16.10 of the Auburn City Code states that environmentally sensitive critical areas are naturally vegetated, undisturbed, enhanced or revegetated areas that are to be protected from adverse impacts to their integrity and value;
- Financial impacts:
 - The City has received estimates from 3rd party contractors to clean up the 43 homeless encampments referenced above. The estimates for these clean-up efforts range in cost from \$10,000 to \$50,000 per encampment;
 - The total clean-up cost for these encampments ranges from \$430,000 to \$2.25 million. This cost only covers the cost to haul out debris—it does not cover the costs associated with site preparation, installation of erosion control measures, and restoration of a site once it is cleaned up. The City expects to incur these additional costs as annual recurring costs as well as the cost of staff support to complete such work;
 - The City does not have the budget to cover these costs on an annual basis, and believes that its historic approach of investing public money in shelter services rather than environmental cleanup is a better and more effective use of public funds;
- Limited effectiveness of infraction enforcement: Enforcement of the ordinance as a civil infraction will not adequately address the problems associated with homeless encampments and related activity on public property because:

- by law, civil infractions carry only monetary penalties that provide little to no deterrent to homeless individuals who have little or no financial resources to pay;
 - unpaid civil infraction penalties result in a money judgment against the cited person that can affect their creditworthiness when later applying for financial or housing resources;
 - court's hearing and deciding civil infractions can only impose the infraction's monetary penalty—they cannot order cited persons to utilize needed community services designed to alleviate the underlying causes of homeless behavior;
 - civil infraction offenses cannot be referred to the City's community court program for adjudication, so cited individuals attending traditional court to address a cited infraction will not be connected to the community court program facility or its adjacent ACRC facility that offers individuals needed and available services and resources aimed at reducing homelessness;
- Safety and health concerns: Civilian social workers will often accompany police officers while contacting individuals experiencing homelessness and who also may be camping on City property. Individuals camping under these circumstances often utilize tents as temporary shelters and/or for the storage of personal items. Contacts between individuals camping and officers can be unpredictable, requiring officers to have specialized training and equipment. In order to ensure the safety of unarmed, untrained, and under equipped City staff such as the City's homeless navigator, who may be working alongside law enforcement with homeless individuals, it is important that officers have an unobstructed view into the tent to scan for weapons or other dangerous items. It is not uncommon for individuals experiencing homelessness to possess weapons as a form of protection. Having an unobstructed view would also enable police or civilian workers to see whether individuals inside are experiencing a medical emergency requiring immediate assistance;

WHEREAS, having received and considered the above additional information related to: 1) the homelessness problem in the City and its effects on City residents, resources and environment; and 2) the enforcement tools needed by the City to effectively address the problem and its City-wide effects, the Council finds it in the City's best interests to further consider the issue of homelessness in the City and how the City can

effectively address the issue through its ordinance directed at prohibiting camping activity on City property.

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

Section 1. Amendment to City Code. Section 2.22.210 of the Auburn City Code is amended to read as follows:

No person shall erect, maintain, use or occupy a tent or shelter in any City of Auburn park unless there is an unobstructed view through such tent or shelter from at least two sides. Nothing in this section shall be construed to authorize overnight camping, which is prohibited in parks pursuant to ACC 9.50.030. Violation of this section is constitutes a Class 1 civil infraction punishable by a \$250 fine pursuant to Chapter 7, 80 RCW. Nothing in this section shall be construed to authorize overnight camping, which is prohibited pursuant to ACC 9.50.030.

Section 2. Amendment to City Code. Section 2.22.220 of the Auburn City Code is amended to read as follows:

A. Unless otherwise posted, parks shall open one-half hour before sunrise and close one-half hour after sunset. No person shall enter or remain in a park when it is closed. Any person entering or remaining in a closed park when it is closed is subject to arrest and prosecution for criminal trespass a Class 1 civil infraction pursuant to ACC 9.96.900 and/or RCW 9A.52.

B. The director may extend open hours for sanctioned events, but only that portion of a park being used for the event will be open beyond normal hours; other areas of such a park shall remain closed.

C. This section shall not apply to:

1. Police officers or park employees while on duty.
2. Sidewalks that are within the right-of-way of a public street, when the street is not within the boundaries of a park.

3. Persons entering or remaining in a closed park in violation of ACC 9.50.030.

Section 3. New Section. A new section ACC 2.22.240 is added to the Auburn

City Code to read as follows:

A. Enforcement authority in parks. In addition to any other enforcement authority, when any police officer or City official has probable cause to believe that any person within a park has committed a crime as defined by the RCW or by the Auburn City Code, or has violated any ordinance, rule or regulation established by this Park code or by the City's parks department, the officer or official may:

1. Order such person to immediately leave the park. Any person refusing to comply with such an order or returning to the park on the same calendar day as such an order is subject to prosecution for criminal trespass pursuant to RCW 9A.52 and/or ACC 9.96.900; and

2. Issue the person a written admonishment excluding them from City park property for a period up to 1 year from the issue date. Persons receiving such an admonishment who return to park property within the admonishment period are subject to prosecution for criminal trespass pursuant to RCW 9A.52 and/or ACC 9.96.900.

B. Admonishment issuance and appeals.

1. Admonishments issued under this section:

a. are valid and effective whether or not the excluded person is charged, tried or convicted of any crime or infraction;

b. are valid and effective even if the admonished person refuses a copy of the admonishment, provided that the issuing city official reasonably notifies the admonished person of the admonishment period, place(s) of exclusion and appeal process under this section;

c. are valid and effective for the admonishment period unless and until shortened or rescinded by an official ruling after appeal in this section;

d. may be based upon observations by city officials and/or police officers, or upon civilian reports that an official or officer could reasonably rely on in determining probable cause; and

e. shall include a statement of the appeal rights in this section and a form for appealing the admonishment as provided by this section.

2. Persons receiving admonishments under this section may appeal the admonishment in writing. Any such appeal must:

- a. Be in writing, either on the form referenced in this section or in a writing including at least the person's name, the involved property location and the approximate admonishment date to enable processing of the appeal;
 - b. Be received by the City Clerk or postmarked within 14 calendar days of the person's receiving the admonishment; and
 - c. Be under oath and include all facts that the excluded person believes supports a shortening or rescinding of the admonishment.
3. The director of parks, arts, and recreation, or designee, shall review the appeal and shall issue a ruling upholding, rescinding or shortening the admonishment within 14 calendar days of receiving the appeal. The director or designee may consider the admonishment and any other relevant and trustworthy submitted written materials in deciding the appeal. The admonishment shall be upheld if supported by a preponderance of evidence. The ruling may be transmitted to the excluded person by mail, in person, electronically, or by any other method specified by the person or reasonably likely under the circumstances to give notice.
 4. The appeal process in this section cannot be used to appeal any criminal penalties imposed by a court under this section or any other law.
- C. Limitation. Trespass admonishments issued to persons violating ACC 9.50.030 on park property shall be processed pursuant to ACC 9.50.030(E).

Section 4. Amendment to City Code. Section 9.50.030 of the Auburn City

Code is amended to read as follows:

A. *Camping Prohibited.* It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia on city property, except as set forth in subsection C of this section.

B. *Storage of Camping Items Prohibited.* It is unlawful for any person to store camp facilities and camp paraphernalia on city property, except as otherwise provided by ordinance.

C. *Exceptions.* The prohibitions contained in subsection A of this section shall not apply if:

~~1. The violation constitutes a trespass on park property under ACC 2.22.220; or~~

12. The person is engaged in activity prohibited by subsections A and B of this section because they are experiencing homelessness, and there is no ~~available~~ overnight shelter ~~available for persons experiencing homelessness~~ on the date that the prohibited activity occurs; or

23. The person is camping or using camp paraphernalia or camp facilities at a Game Farm Park Campground site after paying the required fees; or

34. The person is camping or using camp paraphernalia or camp facilities as permitted under this subsection:

a. The director of the parks, arts, and recreation department may permit persons to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks property as defined in Chapter 2.22 ACC and as listed in the park inventory portion of the parks, recreation and open space plan, within the city's comprehensive plan.

b. The director of the parks, arts, and recreation department may approve a permit for camping on city park property if the director finds, based upon a permit application and information otherwise obtained, that:

i. Adequate sanitary facilities are provided and accessible at or near the camp site;

ii. Adequate trash receptacles and trash collection will be provided;

iii. The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of private property owners;

iv. The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and

v. The camping is in the public interest.

c. The director of the parks, arts, and recreation department is authorized to promulgate rules and regulations regarding the implementation and enforcement of this chapter.

d. Seven days is the maximum period of time a permit may authorize camping on city property.

e. Any person denied a permit may appeal the denial to the hearing examiner in the manner described in Chapter 2.46 ACC and ACC 15.07.130 with the director of the parks, arts, and recreation department serving the role of the building or fire official in that code.

4. The person is camping or trespassing on any City utility property identified in ACC Title 13, which shall be regulated by that Title;

5. The person is camping or trespassing on Auburn Municipal Airport properties or areas identified in ACC 18.04, which shall be regulated pursuant to ACC 9.96.900 and/or RCW 9A.52.

D. *Definitions.* For this section, the following shall apply:

1. “Available overnight shelter” means:

- a. A public or private shelter located within the city of Auburn that offers overnight shelter to persons experiencing homelessness and confirms to a city employee that it has an available overnight space at no cost for that person; or
- b. If no shelter described in subsection (D)(1)(a) of this section has available space, a shelter located within King or Pierce County that offers overnight shelter to persons experiencing homelessness and confirms to a city employee:

(i) that it has an available overnight space at no cost for that person; and

(ii) that it ~~such shelter~~ is ~~also~~ accessible to the person by public transportation or vehicle for hire at no cost for that person. ~~or by vehicle for hire at no cost to the individual or family experiencing homelessness.~~

c. An overnight shelter is available if an individual is prevented from using an otherwise available shelter space because of their past or present voluntary actions such as unlawful drug use or possession, criminal act(s), unruly behavior or willful violation of shelter rules or restrictions pertaining to such activity.

d. 2. An overnight shelter is unavailable if:

(i) a. An individual or family cannot use the shelter’s available space because of shelter-imposed restrictions on its use (other than any restrictions the shelter has imposed pursuant to (D)(1)(c) of this section) ~~a person’s sex, familial or marital status, religious beliefs, disability, or length of stay; or~~

(ii) b. A city employee, an individual or family attempts to secure a space at the shelter for the day and is denied due to lack of available space. ~~;~~ ~~or~~

~~c. An individual’s past or present voluntary actions such as intoxication, drug use, or unruly behavior prevent the use of an otherwise available shelter space.~~

23. “City property” as used in this section means all improved and unimproved real property owned or leased by the city of Auburn, and all city of Auburn easements, including but not limited to all portions of city parks, as defined in Chapter 2.22 ACC, city buildings, rights-of-way, city parking lots, and city environmentally sensitive areas as defined in ACC 16.06.065. ~~airport property, wetlands, and city utility facilities.~~ City property shall not include:

a. religious organization property subject to RCW 35A.21.360;

b. city utilities or utility property identified in ACC Title 13; or

c. Airport property or areas identified in ACC 18.04.

34. “Camp” or “camping” means to pitch, create, use, or occupy camp facilities for the purposes of habitation, living accommodation, or dwelling, as evidenced by the storage of personal belongings in “camp facilities” or the use of “camp paraphernalia.”

45. “Camp facilities” include, but are not limited to, tents, tarps configured for shelter, huts, and temporary shelters. “Camp facilities” does not include shelters when used temporarily in a park for recreation or play, consistent with Chapter 2.22 ACC, during hours when the park is open to the public.

56. “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city-designated cooking facilities and similar equipment.

67. “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

E. Penalties and enforcement. ~~y. When enforced, v~~

1. A violation of this subsection is a misdemeanor punishable by 90 days in jail and/or a \$1,000 fine. Class 1 civil infraction pursuant to Chapter 7.80 RCW.

2. When any police officer or City official has probable cause to believe that any person has violated this section, the officer or official may:

a. Order such person to immediately leave the property where the violation is occurring. Subject to (C)(1) of this section, any person refusing to comply with such an order or returning to the property on the same calendar day as such an order is subject to prosecution for criminal trespass pursuant to RCW 9A.52 and/or ACC 9.96.900; and

b. Issue the person a written admonishment excluding them from the property where the violation is occurring for a period up to 1 year from the issue date. Subject to (C)(1) of this section, persons who return to the property within the admonishment period are subject to prosecution for criminal trespass pursuant to RCW 9A.52 and/or ACC 9.96.900.

3. Admonishments issued under this section:

a. are valid and effective whether or not the excluded person is charged, tried or convicted of any crime or infraction;

b. are valid and effective even if the admonished person refuses a copy of the admonishment, provided that the issuing city official reasonably notifies the admonished person of the admonishment period, place(s) of exclusion and appeal process under this section;

c. are valid and effective for the admonishment period unless and until shortened or rescinded by an official ruling after appeal in this section;

d. may be based upon observations by city officials and/or police officers, or upon civilian reports that an official or officer could reasonably rely on in determining probable cause; and

e. shall include a statement of the appeal rights in this section and a form for appealing the admonishment as provided by this section.

4. Persons receiving admonishments under this section may appeal the admonishment. Any such appeal must:

a. Be in writing, either on the form referenced in this section or in a writing including at least the person's name, the involved property location and the approximate admonishment date to enable processing of the appeal;

b. Be received by the City Clerk or postmarked within 14 calendar days of the person's receiving the admonishment; and

c. Be under oath and include all facts that the excluded person believes supports a shortening or rescinding of the admonishment.

5. Admonishment appeals under this section involving City parks shall be processed according to ACC 2.22.240. Otherwise, the Director of Community Development or designee shall review the appeal and issue a ruling upholding, rescinding or shortening the admonishment within 14 calendar days of receiving the appeal. The Director or designee may consider the admonishment and any other relevant and trustworthy submitted written materials in deciding the appeal. The admonishment shall be upheld if supported by a preponderance of evidence. The ruling may be transmitted to the excluded person by mail, in person, electronically, or by any other method specified by the person or reasonably likely under the circumstances to give notice.

6. The appeal process in this section cannot be used to appeal any criminal penalties imposed by a court under this section or any other law.

Section 5. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 6. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 7. **Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

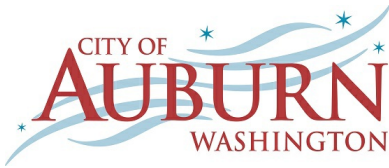
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5588 (Gaub)

Date:

April 5, 2021

Department:

Public Works

Attachments:

[Resolution No. 5588](#)

[Exhibit A](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5588

Background for Motion:

This Resolution authorizes an agreement with the City of Pacific for the City of Auburn to contribute funding towards the City of Pacific's Stewart Road Project in the amount of \$100,000.00. The project will be in construction this summer and will widen Stewart Road between Valentine and Butte Avenues improving freeway access and reducing traffic congestion on Auburn's streets.

Background Summary:

Resolution No. 5588 authorizes the Mayor to enter into a local agency agreement with the City of Pacific for the City of Auburn to contribute funding towards the City of Pacific's Stewart Road Project in the amount of \$100,000.00.

The City of Pacific is constructing improvements to Stewart Road from Valentine Ave SE to Butte Ave SE that will provide additional roadway capacity and pedestrian facilities. The project provides benefit to Auburn as the increased roadway capacity of Stewart Road will carry vehicles that would have otherwise used Auburn roadways and some Auburn residents utilize Stewart Road for access to SR 167 and Jovita Boulevard. Auburn's Transportation Improvement Program (TIP) includes the Pacific project with Auburn providing Project funding in 2021 in the amount of \$100,000.00, which is also included in Auburn's adopted 2021-2022 biennial budget.

Construction will start on the project in 2021 and is anticipated to be complete in 2022.

Additionally, the City of Sumner is pursuing another project that will widen the Stewart Road Bridge across the White River. The Sumner project is anticipated to be under construction in 2023 or 2024. The City of Auburn's TIP shows Auburn providing a \$150,000.00 contribution towards Sumner's project which would be the subject of a separate inter-local agreement brought at a later date.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: April 19, 2021

Item Number: RES.A

RESOLUTION NO. 5588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC RELATING TO THE CITY OF PACIFIC'S STEWART ROAD IMPROVEMENTS PROJECT

WHEREAS, the City of Pacific ("Pacific") is constructing improvements to Stewart Road from Valentine Ave SE to Butte Ave SE ("Project") that will provide additional roadway capacity and pedestrian facilities; and

WHEREAS, the Project provides benefit to the City of Auburn ("Auburn") as the increased roadway capacity of Stewart Road will carry vehicles that would have otherwise used Auburn roadways and Auburn residents utilize Stewart Road for access to SR 167 and Jovita Boulevard; and

WHEREAS, Auburn's Transportation Improvement Program ("TIP") includes the Project with Auburn providing Project funding in 2021 in the amount of \$100,000.00, which is also included in Auburn's adopted 2021-2022 biennial budget; and

WHEREAS, Auburn has evaluated and determined it is in Auburn's best interest to negotiate an interlocal agreement ("ILA") with Pacific and Auburn agrees to contribute \$100,000.00 to the Project; and

WHEREAS, pursuant to RCW 35A.21.150, Pacific and Auburn ("the Parties") each have the legal authority to maintain a transportation system; and

WHEREAS, the Parties are authorized to undertake joint and cooperative action pursuant to RCW 35A.11.040 and Chapter 39.34 RCW.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement with the City of Pacific related to the City of Pacific's Stewart Road Improvements Project, which Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Exhibit 5588 - Exhibit A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PACIFIC AND THE CITY OF AUBURN FOR THE STEWART ROAD PROJECT (FUNDING ONLY)

THIS AGREEMENT is made and entered into by and between the City of Pacific, a municipal corporation of the State of Washington ("Pacific") and the City of Auburn, a municipal corporation of the State of Washington ("Auburn") (collectively "Parties" or individually a "Party").

RECITALS

A. Pacific is constructing improvements to Stewart Road from Valentine Ave SE to Butte Ave SE (Project) that will provide additional roadway capacity and pedestrian facilities.

B. The Project provides benefit to Auburn as the increased roadway capacity of Stewart Road will carry vehicles that would have otherwise used Auburn roadways and Auburn residents utilize Stewart Road for access to SR 167 and Jovita Boulevard.

C. Auburn's Transportation Improvement Program (TIP) includes the Project with Auburn providing Project funding in 2021 in the amount of \$100,000.00, which is also included in Auburn's adopted 2021-2022 biennial budget.

D. Auburn has evaluated and determined it is in Auburn's best interest to negotiate an interlocal agreement ("ILA") with Pacific agreeing to contribute \$100,000.00 to the Project.

E. Pursuant to RCW 35A.21.150, Pacific and Auburn each have the legal authority to maintain a transportation system.

F. The Parties are authorized to undertake joint and cooperative action pursuant to RCW 35A.11.040 and Chapter 39.34 RCW.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. This Agreement shall be effective upon execution by both Parties ("Effective Date"). There shall be no fixed term associated with this Agreement, however, this Agreement may be terminated, and all property acquired and used by the Parties disposed, by mutual agreement of the Parties per RCW 39.34.030(3). Unless otherwise expressly provided herein, ownership of any real

and personal property acquired or owned by a Party before and during the term of this Agreement shall remain vested in said Party upon termination.

2. The Parties do not by this Agreement create any separate legal or administrative entity. The City of Pacific City Administrator, or his designee shall be responsible for working with the City of Auburn Mayor, or his/her designee to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

3. Pacific agrees to construct the portion of Stewart Road between Valentine Ave SE (136th) and Butte Ave SE (138th).

4. Pacific agrees to provide one single complete invoice to Auburn within 60 days of Completion of Project. For the purposes of the agreement, Completion shall refer to physical completion of the Project construction work.

5. Auburn agrees to pay Pacific for the amount invoiced to Auburn pursuant to Paragraph 4 within 60 days of receipt of the invoice from Pacific, not to exceed \$100,000.00 total.

6. The Parties agree to fund their respective administrative costs and fees, and not seek reimbursement from each other for the same.

7. Pursuant to all applicable regulatory requirements, Pacific shall secure right-of-way use permit(s) from Auburn as may be necessary, convenient, and/or proper in order to construct the Project, including, but not limited to, for signage and detours within Auburn rights-of-way. Pacific will be responsible for paying Auburn permits fees per Auburn's fee schedule.

8. Indemnification.

8.1. Pacific agrees to indemnify and hold Auburn, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of Pacific, its elected officials, officers, employees, agents, and volunteers, or by Pacific's breach of this Agreement.

8.2. Auburn agrees to indemnify and hold Pacific, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by

the negligent acts, errors, or omissions of Auburn, its elected officials, officers, employees, agents, and volunteers or by Auburn's breach of this Agreement.

8.3. In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

8.4. FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

8.5. The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

9. Both Pacific and Auburn shall maintain membership in AWC or WCIA liability and risk pool or have equivalent limits of liability from another insurance program or liability pool.

10. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be King County Superior Court, with both Parties expressly agreeing to personal jurisdiction in the same. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

11. Neither Party may assign this Agreement or any interest, obligation, or duty therein without the express written consent of the other Party.

12. This Agreement constitutes the complete and final agreement of the Parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the Parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both Parties.

13. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

14. Any notice or information required or permitted to be given to the Parties under this Agreement may be sent to the following addresses unless otherwise specified.

City of Pacific

City of Auburn

Attn: Public Works Manager

Attn: Public Works Director

100 3rd Ave, SE

25 West Main Street

Pacific, WA 98047

Auburn, WA 98001

15. Pacific shall cause a copy of this fully executed Agreement to be filed with Pierce County Auditor.

16. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed their names in the spaces below:

CITY OF PACIFIC

CITY OF AUBURN

Name: _____
Title: _____

Name: _____
Title: _____

Date: _____

Date: _____

Attested to:

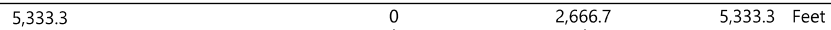
Attested to:

Name: _____
Title: _____

Name: _____
Title: _____

Stewart Road Widening Projects

Printed Date: 4/1/2021
Map Created by City of Auburn eGIS
Imagery Date: May 2015



NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

$$1\text{in} = 2,667 \text{ ft}$$

1: 32,000

Page 62 of 104



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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5590 (Thomas)

Date:

April 14, 2021

Department:

Finance

Attachments:

[Resolution No. 5590](#)

[Exhibit A](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5590

Background for Motion:

Resolution No. 5590 is for a \$76,134.00 grant from King County for the City's 2021-2022 Waste Reduction & Recycling Grant Program.

Background Summary:

King County requests to enter into an interlocal agreement with the City of Auburn for the 2021-2022 Waste Reduction and Recycling (WRR) Grant Program. King County has appropriated \$76,134.00 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, outreach at City-sponsored events, and outreach related to the new solid waste collection services contract.

This WRR Grant provides a 25% match to Department of Ecology's Solid Waste Financial Assistance Grant.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Thomas

Meeting Date: April 19, 2021

Item Number:

RES.B

RESOLUTION NO. 5590

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 2021-2022 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, RESOLVES as follows:

Section 1. The Mayor is authorized to execute an Agreement between the City and King County for the 2021-2022 Waste Reduction and Recycling Grant Program which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept program grant funds in the amount of \$76,134.00.

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

EXHIBIT A

INTERAGENCY AGREEMENT FOR 2021 and 2022

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 2019 King County Comprehensive Solid Waste Management Plan (Comp 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 Comp 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 and incorporated herein by reference. 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 Comp 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 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 2021 and 2022 shall not exceed **\$76,134**.
2. This Agreement provides for distribution of 2021 and 2022 grant funds to the City. However, grant funds are not available until January 1, 2021.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined 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 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 17, 2023.

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 March 18, 2022 and March 17, 2023.

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 2022 and January 2023, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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 2025.

11. 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."
12. 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.
13. 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.
14. 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 Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. This project shall be administered by Joan Nelson, Utility Billing Services Manager, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the 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. 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.
3. 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."
4. 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.
5. 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, 2021 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2021, and shall terminate on June 30, 2023. The City shall not incur any new charges after December 31, 2022. However, if execution by either Party does not occur until after January 1, 2021, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2021 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
Lucy.auster@kingcounty.gov

If to the City:

Joan Nelson, Utility Billing Services Manager, 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 of Auburn

Nancy Backus, Mayor

Date

King County

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

**CITY OF AUBURN
SCOPE OF WORK
2021-2022 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, Utility Billing Services Manager
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) 294-3019
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: | 2021-2022 Grant Award | \$116,134.00 |
| | 4 - King County Special Recycling Events - | \$ 40,000.00 |
| | 2021-2022 Total | \$ 76,134.00 |

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

- | | |
|----------------|---|
| Task #1 | Residential, Multifamily & Business Outreach |
| Task #2 | School Outreach |

Project Managers: Auburn's Solid Waste Customer Care Specialist will implement and manage the projects. The Utility Billing Services Manager will manage the administration tasks of the grant. Both positions are fully funded by the City of Auburn Solid Waste Division.

Schedule: January 1, 2021 - December 31, 2022

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

Background:

Residential & Multifamily 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, virtual videos and workshops, 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 virtual and in-person waste reduction, recycling and food scrap collection presentations, staffs educational tables at community events, and provides resources to residents who ask for assistance. The City works to provide transcreated materials when possible to non-English speaking residents. The City will be implementing a new solid waste contract in the fall of 2021 and will work with the contracted hauler to educate residents, property managers and their tenants on collection guidelines and policy changes, and the importance of reducing contamination in recycling. The City will hire a consultant to implement the outreach projects.

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, virtual videos and training, social media, phone messages, and flyers. The City works to provide transcreated materials when possible to non-English speaking employees at businesses. The City will be implementing a new solid waste contract in the fall of 2021 and will work with the contracted hauler to educate businesses on collection guideline and policy changes, and the importance of reducing contamination in recycling. The City will hire a consultant to implement the outreach projects.

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 will hire an outreach consultant to provide in person and virtual elementary and middle school classroom presentations, Summer Camp session and if funding allows, provide school cafeteria waste spot-checks and assistance in supplying recycling and compost containers and materials. If approved by ASD, the City will implement a milk dispenser pilot program at one school, purchasing a milk dispenser. The Consultant will provide education and assistance for the pilot program.

Task #1: Residential, Multifamily & Business Outreach

A. Program/ Project Description

- Residential, Multifamily & Business Waste Reduction & Recycling Outreach: The City of Auburn will use different forms of media, presentations, trainings, online materials and promotional items to promote waste reduction and recycling programs and the new solid waste

contract guidelines and policies. In 2021 and 2022, the City’s consultant will continue providing outreach to residents through community events when possible. The City will also continue to coordinate Christmas Tree Recycling and Holiday Styrofoam Collection events each year. There may be an emphasis on “Recycle Right” and “Empty, Clean, Loose” to align with regional outreach messages to promote contamination reduction.

- Residential Community Yard Sale: The City will promote waste reduction and reuse by sponsoring a city-wide yard sale for those residents and businesses that wish to participate.

B. Deliverables

- Residential, Multifamily & Business Waste Reduction & Recycling Outreach: The City will produce or have professionally produced media pieces, displays, trainings, online materials and promotional items, which may include, but are not limited to: newspaper advertisements, posters, postcards, flyers, decals, virtual workshops, and PowerPoints. These materials will be used to promote waste reduction and recycling, and the new solid waste contract guidelines and policies.
- Residential Community Yard Sale: The online “Yard Sale Kit” and printed Yard Sale signs available to participants and various forms of advertisements will be the deliverables.

C. Expected Outcomes/ Impacts

- Residential, Multifamily & Business Waste Reduction & Recycling Outreach: Postcards, flyers, advertisements, social media announcements and online materials will promote upcoming City and County events and inform residents and businesses about resources available for waste reduction and recycling specific to their home or business. The City will increase awareness of and participation in the City’s Waste Reduction and Recycling Program, and the new solid waste contract guidelines and policies.
- Residential Community Yard Sale: The city-wide yard sale will encourage residents to reduce waste and reuse.

D. Evaluation

- Residential & Multifamily Waste Reduction & Recycling Outreach: The City will record the number of postcards, flyers, online materials created, and articles created and distributed to City of Auburn residents and businesses. The City will record the number of displays and promotional items created, displayed, or distributed.
- Residential Community Yard Sale: The City will record the number of households holding a yard sale during the event and the number of Yard Sale signs distributed. An online survey will also be conducted to estimate the number of items sold or given away.

Task #2: School Outreach

A. Program/ Project Description

- School Programs & Presentations: City staff and a consultant will continue to provide in person or virtual Waste Reduction & Recycling presentations to elementary school classrooms and other schools upon request. The Consultant will work to coordinate the King County Green Schools Program outreach messaging with the City’s so that they complement each other.
- Milk Dispenser Pilot Program: If approved, the City will implement a pilot program for milk dispensers at one school, purchasing the milk dispenser unit.
- Summer Camp: The City’s outreach consultant will provide up to ten Auburn Summer Camp sessions. Topics include: 1.) where local solid waste goes 2.) how creativity, art, and science can be used to address key waste issues such as reducing disposable plastic waste, protecting habitat, and

preventing water pollution, 3.) encourage participation in a mix of active group activities, games, discussions, and crafts 4.) examine sustainable choices that can keep Auburn families and wildlife safe.

- Waste Spot Checks: If funding allows, the consultant will provide visual spot-checks of elementary, middle, and high school cafeteria recycling, and compost collection where applicable, for obvious contamination and to determine level of student use, and provide indoor recycling and composting containers and outreach materials.

B. Deliverables

- School Programs & Presentations: The number of classroom and virtual presentations and lunchtime activities will be a deliverable, pre- and post-presentations surveys, and the amount of materials recycled at the Auburn Schools will also be a deliverable.
- Milk Dispenser Pilot Program: If approved, the purchase of one milk dispenser and the outreach materials created for the new program will be the deliverable.
- Summer Camp: The number of camp presentations will be a deliverable.

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.
- Milk Dispenser Pilot Program: The consultant will assist the ASD to reduce waste. As of 10/1/20 the individual milk cartons will no longer be allowed in recycle and will go into garbage.
- Summer Camp: The consultant will promote valuable lessons about the environment combined with creativity to students. These lessons will then be shared with parents and family and may influence future behavior towards the waste reduction and pollution prevention.

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.
- Milk Dispenser Pilot Program: The consultant will record the increase or decrease in the trash container size for collection and evaluate the success of the pilot program after a school year.
- Summer Camp: The City will record the number of summer camp presentations.

2021-2022 WRR Grant Guidelines - Revised

Program Eligibility:

The King County Solid Waste Division (SWD) SWD has updated the WRR Recycling Case Studies document (Attachment 3) and created a WRR Case Studies Summary (Attachment 4), which include many creative and innovative project ideas for WRR Grant proposals/scopes of work. These case studies offer ideas for influencing waste prevention and recycling consistent with Title 10 of King County Code, the King County Strategic Climate Action Plan, and the King County 2019 Comprehensive Solid Waste Management Plan, all of which have policies to achieve Zero Waste of Resources by 2030. SWD strongly encourages consideration of these projects in the development of grant proposals and encourages Cities to leverage WRR grant funds with multi-City projects.

Grant funds may be used for a variety of WRR related programs consistent with the Comp Plan. Cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Cities may choose to use their funding on one program or a combination of programs. For WRR program ideas, please refer to the Case Studies, which includes the examples below.

Examples of innovative projects:

- City Development of Contracts for “Responsible Recycling.”
- King County Solid Waste Division Market Development for Recycled Materials.
- King County Climate Action Through Low Embodied Carbon Purchasing.
- King County SWD: Multicultural Recycling Outreach - Recicla Mas! Es Fascilísimo.
- Regional Code Development for C&D Diversion.
- Purchase School Milk Dispensers and Reusable Cups to Replace Single-use Milk Cartons.
- City of Auburn Commercial Food Waste Outreach.
- City of Bellevue Recycling Unusual of Bulky Items.
- City of Kirkland Organics Contamination Enforcement – Cart Tagging

Please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov if you have questions about specific program eligibility and/or consistency with the Comp Plan.

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Household Hazardous Waste (HHW) education programs.
- Collection of any household hazardous waste items including, but not limited to:
treated wood, paint, lead acid batteries, oil, gasoline, and antifreeze, fluorescent lights.

Cities should pursue funding for HHW collection or education programs through the King County Hazardous Waste Management Program (Haz Waste) or the Washington State Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program.

Grant Administration

Requests for Reimbursement:

Cities may submit one request for reimbursement per year during the funding cycle, due no later than March 18, 2022 and March 17, 2023. Alternately, cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

Accrual Reporting:

By the 5th working days of January 2022 and January 2023, Cities must notify SWD of the amount of their total expenditures for work that has been completed but for which a request for reimbursement has not yet been submitted, so that SWD can accrue the amounts.

Progress Reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. All progress reports must be signed by a City official. Signed reports may be scanned and emailed.

Amendments

Formal amendments to grant Interagency Agreements (IAAs) are unnecessary unless the City wishes to significantly change 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.

SWD has streamlined the amendment process to make it easier for Cities to make changes. A City wishing to amend its scope of work will send an email to Lucy Auster with a revised scope of work, including the following:

- A brief description of any new tasks, the amount, and the start and end dates.
- A brief description of additional work you will do in any existing task you wish to move funds into from another task, the amount, and start and end dates.
- A brief description of work currently in your scope that you will not be doing, the amount that will either be going to a new task or moving to an existing task and if so which one, and a start date.

Any work included in the new scope still needs to be consistent with the [Comp Plan](#). Once the new scope of work is approved, SWD will follow up with a unilateral amendment to your agreement, which does not require City signature.



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

11/3/2020

Ref#: 13031

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

Re: City of Auburn
Waste Reduction & Recycling Grant Agreement

Evidence of Coverage - Exhibit C

The City of Auburn 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 \$4 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. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Auburn. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Auburn all sums which the member shall be obligated to pay by reason of liability assumed under contract by 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 "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Candis Martinson
Joan Nelson

BUDGET SUMMARY REPORT FORM**2021-2022 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 _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5591 (Thomas)

Date:

April 14, 2021

Department:

Finance

Attachments:

[Resolution No. 5591](#)

[Exhibit A - Contract](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5591

Background for Motion:

Resolution No. 5591 is to accept a \$66,471.54 grant from King County for the City's 2021-2022 Local Hazardous Waste Management Grant Program.

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 \$66,471.54 for the City to provide hazardous waste education in 2021 and 2022.

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.

School Hazardous Waste Education

A consultant will educate Auburn School District students about hazardous waste through hands-on classroom workshops or virtual workshops during COVID-19.

Business Hazardous Waste Education

A consultant will educate businesses on hazardous waste disposal and the use of safer alternatives.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff: Thomas

Meeting Date: April 19, 2021

Item Number: RES.C

RESOLUTION NO. 5591

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 TO IMPLEMENT THE 2021-2022 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM AND ACCEPTING PROGRAM GRANT FUNDS

WHEREAS, the Seattle-King County Department of Public Health has agreed to reimburse the City of Auburn in the amount of \$66,471.54 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 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, RESOLVES as follows:

Section 1. The Mayor is authorized to execute an Agreement between the City and Seattle-King County Department of Public Health for the 2021-2022 Local Hazardous Waste Management Grant Program, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept and expend program grant funds in the amount of \$66,471.54.

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR


ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Exhibit A

Public Health  Seattle & King County		COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT		PHSKC Agreement # 6155 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 January 01, 2021		AGREEMENT END DATE December 31, 2022		AGREEMENT MAXIMUM AMOUNT \$66,471.54	
FUNDING DETAILS					
<u>Funding Source</u> King County Local Hazardous Waste Management Program		<u>PHSKC Contract #</u> NA		<u>Amount</u> \$66,471.54	
<u>Effective Dates</u> Jan 01 2021 TO Dec 31 2022					
FUNDING SUMMARY FEDERAL: \$0.00		COUNTY: \$66,471.54		STATE: \$0.00	
OTHER: \$0.00					
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 template.					
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/contracts), 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 60 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 90 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. If the signature date of this Agreement occurs after the Start Date listed on page 1, the Recipient may seek compensation for activities performed as of the Start Date, provided that such activities and expenses are identified in the Scope of Work and Budget and that such compensation is compliant with all other terms of this Agreement.
- E. 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.
- F. 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.
- G. 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 applicable generally accepted government accounting standards (GAGAS).

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. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, 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.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above 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 Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- 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 is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- 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, employees, or subcontractors 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, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, 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, or subcontractors. 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 defend, indemnify, and hold 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 or non-performance of its obligations under this Agreement. 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 defend, indemnify, and hold 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 negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. 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.E., 2.G., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 27, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates 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 and Equal Employment Opportunity

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

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.

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 party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, 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. Counterparts and Signatures by Fax or Email

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

27. 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

Agreement # 6155 EHS

**EXHIBIT A
SCOPE OF WORK**

**CITY OF AUBURN
1/1/2021-12/31/2022**

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 Public Health – Seattle and King County) 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 Public Health – Seattle and King County with respect to the transfer of Program monies.

Scope of Work

The City will create and mail newsletters, flyers or postcards about household hazardous waste to Auburn residents and/or businesses, and also hire a consultant to provide outreach, education and presentations at public events and online. The consultant will also educate businesses on hazardous waste disposal and the use of safer alternatives.

The City will also hire a consultant to educate Auburn School District students and/or summer camp attendees about hazardous waste through hands-on classroom and/or virtual presentations.

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 Agreement 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 submit to the Contract Administrator no later than December 5th of each year a final invoice or estimate for activities completed in that calendar year.
4. 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.
5. 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.
6. 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.
7. 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 Agreement, 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
201 S Jackson St, Ste. 5600
Seattle, WA 98104
206-263-8241
lynda.ransley@kingcounty.gov

Joy Carpine-Cazzanti
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-0365
jcarpine@kingcounty.gov

Agreement # 6155 EHS

EXHIBIT B

2021-2022 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

Component Description	2021-2022 Budget	Total
Household Hazardous Waste Activities	\$66,471.54	\$66,471.54
TOTAL	\$66,471.54	\$66,471.54

Footnote: The 2021-2022 budget can be partly or totally spent in either 2021 and/or 2022 but cannot exceed the budget total in these two years.



INVOICE

Agreement # 6155 EHS

Exhibit C

Period of Performance: 1/1/21-12/31/22

City of Auburn

25 W Main St

Auburn, WA 98001-4998

Invoice Processing Contact: Joan Nelson

(253) 931-5103

jenelson@auburnwa.gov

Submit signed invoice to:

Joy Carpine-Cazzanti

Local Hazardous Waste Management Program

Public Health - Seattle & King County

401 5th Ave., Suite 1100

Seattle, WA 98104

jcarpine@kingcounty.gov

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

Start Date End Date

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MM/DD/YY

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Attach sheet for multiple POETAs

Expenditure Item	2021-22 Budget	Previously Billed	Current	Cumulative	Balance
HHW Activities	\$66,471.54				\$66,471.54
Total	\$66,471.54				\$66,471.54

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.

Recipient Signed Date

PH Authorization / Approval Date

Print Name

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 25 W Main St

Auburn, WA 98001-4998

Invoice Date _____

Invoice # _____

Amount to be Paid _____

PH Program name/phone Kristin Painter (206) 477-5470

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Supplies- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Travel	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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In State Travel	Total # of Miles		Rate
Out of State Travel	# of People		Rate
Per Diem and Lodging	# of People	# of Units	Unit Cost

Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Other Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Overhead Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Direct Costs Total	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -	\$ -

Notes regarding this Invoice