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**RESOLUTION NO. 09-001**

A RESOLUTION of the City Council of the City of SeaTac, Washington approving and authorizing a Collective Bargaining Agreement between the City of SeaTac and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830, for the years 2009 through 2011.

**WHEREAS**, the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830, has been certified as the bargaining representative for those City employees within the collective bargaining unit which include “all full-time and regular part-time employees of the City of SeaTac; excluding supervisors, confidential employees and commissioned employees of the police and fire departments”; and

**WHEREAS**, the City has heretofore entered into collective bargaining agreements with the bargaining representative to cover wages, hours and working conditions for employees of the bargaining unit, the most recent of which terminated on December 31, 2008, and

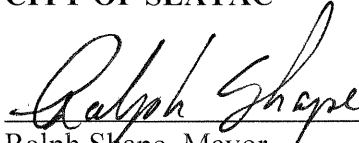
**WHEREAS**, the City and the bargaining representatives met and negotiated terms for a successor bargaining agreement and came to tentative agreement, subject to ratification by the bargaining unit employees and approval of the City Council;

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

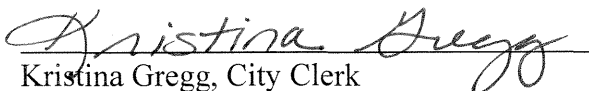
1. The 2009-2011 collective bargaining agreement by and between the City of SeaTac and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, and the City Manager is authorized to execute the same on behalf of the City.

PASSED this 13th day of January, 2009 and signed in authentication thereof on this 13th day of January, 2009.

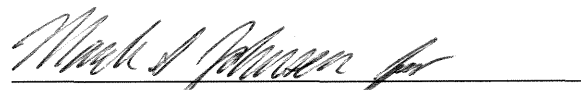
CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

[AFSCME Contract 2009-2011]

**Exhibit A**

**AGREEMENT**

By and Between

**CITY OF SEATAC**

**AND**

**Washington State Council of County and City  
Employees American Federation of State,  
County and Municipal Employees, AFL-CIO  
Local 3830**

**January 1, 2009 through December 31, 2011**

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## PREAMBLE

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and the Washington State Council of County and City Employees (WSCCCE), American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830 (hereinafter referred to as Union).

It is the purpose of this document to set forth a mutual understanding between the City and the Union in regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of City functions. It is the City's responsibility to provide services that promote the health, safety and welfare of the public and employees through means that are cost-efficient, progressive, responsive, courteous, and productive. The City and the Union share a mutual interest in engaging in collaborative efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government, to encourage the safety and development of employees, to ensure the fair and equitable treatment of employees and to ensure prompt and fair settlement of grievances without interruption of or interference with the operation of the City. It is also intended that this document provide recognition for the rights and responsibilities of the City, Union and employees.

## ARTICLE 01 - RECOGNITION AND BARGAINING UNIT

- 01.01** Pursuant to RCW 41.56, the City recognizes the Union as the exclusive bargaining representative for the purpose of establishing wages, hours and conditions of employment, for all regular full-time employees and regular part-time employees whose positions are budgeted and whose classifications are listed in Attachment A, herein. A regular part-time position is an ongoing position scheduled to work twenty (20) or more hours per week.
- 01.02** The following employees will be excluded from the bargaining unit: all other represented employees of the City; all department managers, supervisors, and confidential employees as defined by PERC, and all employees classified as temporary who are needed to augment the workforce during absences, peak periods or emergent situations.

## ARTICLE 02 - UNION SECURITY

- 02.01** Except as provided in Section 02.02 hereof, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing, shall remain members in good standing in the Union. It also shall be a condition of employment that all newly hired employees covered by this Agreement on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, shall become and remain members in good standing in the Union.
- 02.02** If an employee for bona fide religious tenets, as per R.C.W.41.56.122 (1), does not desire to be a member of the Union, one of the following shall apply.
- A. Pay each month a service charge equivalent to regular union dues to the Union.
  - B. Pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the employee.
- 02.03** Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation the Union shall provide the employee and the Employer with thirty (30) days notification of the Union's intent to request the Employer to initiate discharge action. During this period the employee may make restitution to the Union of the overdue amount.
- 02.04** Upon written authorization of the employee, the Employer agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted.
- 1. Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall become and remain members of the Union in accordance with this article, and shall pay a pro-rated amount of dues. Employees whose normal work schedules are less than twenty (20) hours per week shall not be required to join or maintain union membership.

**02.05 P.E.O.P.L.E. Check-off**

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**02.06** The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.

**02.07** The Union agrees to refund to the City any amount paid to it in error as a result of compliance with this Article.

**02.08** The City and the Union agree that this Article will be interpreted consistent with State and federal law.

**ARTICLE 03 - UNION ACCESS**

**03.01** The employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the employer during working hours with advance notice to the Human Resources Director, City Attorney or City Manager. Such visitations shall be for reasons related to the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.

**03.02** The Employer shall permit the use of bulletin boards and electronic mail by the Union for the posting of official union notices such as: union elections and election results, meetings, minutes of meetings, recreational and social activities, and other information of general interest to the membership. The Union shall ensure that all such postings comply with applicable law and are not offensive.

**03.03** With prior notice to the Human Resources Director or City Manager, the Employer shall grant employees (and may limit the number to two) who are local Union officials reasonable time off with pay to attend scheduled meetings with City Management for the purpose of administering this agreement. In addition, local Union officials may be granted reasonable time off with pay to investigate grievances and represent employees during grievances, disciplinary and/or discharge, investigations and proceedings.



## **ARTICLE 04 – MANAGEMENT RIGHTS**

- 04.01** Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with applicable laws. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 04.02** The direction of its working force and operations are vested exclusively in the Employer. This shall include the right:
1. To determine its mission, policies, and to set forth all standards of service offered to the public;
  2. To operate and manage all staffing, facilities and equipment;
  3. To determine the methods, means, number of personnel needed to carry out the department's operations or services to be conducted by the department;
  4. To determine the utilization of technology;
  5. To contract out for goods and services, except for bargaining unit work performed on a regular and consistent basis;
  6. To hire, promote, transfer, assign, retain and layoff employees;
  7. To promulgate rules and regulations;
  8. To discipline, suspend, demote or discharge employees for just cause;
  9. To maintain the efficiency of the operation entrusted to the Employer; and
  10. To determine the manner in which such operations are to be conducted.

## **ARTICLE 05 - NON-DISCRIMINATION**

The City and the Union shall not discriminate against employees of the City on the basis of their rights as a Union member, race, religion, creed, color, national origin, gender, sexual orientation, age, marital status, or any physical, sensory or mental disability, unless such characteristics are a bona fide occupational qualification. The City and the Union acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes.

## **ARTICLE 06 - PERSONNEL FILES**

- 06.01** The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the extent provided by law; provided that information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee.
- 06.02** The Human Resources Department shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Human Resources Department.
- 06.03** Employees shall be given a copy of any item or document upon its being placed into their personnel file.

## **ARTICLE 07 - NO STRIKE NO LOCKOUT**

- 07.01** The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.
- 07.02** The Union may sanction actions taken by other unions so long as such a sanction does not conflict with the provisions of Section 07.01.

## **ARTICLE 08 - DISCIPLINE AND DISCHARGE**

- 08.01** The City shall not discipline or discharge any post-probationary employee without just cause. Any employee may choose to have a Union representative present at all meetings during which it is anticipated that disciplinary or discharge proceedings may take place.
- 08.02** The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary action generally includes the following progressive steps:
1. Oral warning which shall be documented in writing;
  2. Written reprimand;
  3. Suspension or demotion; and
  4. Discharge.
- 08.03** Any formal written reprimand in an employee's personnel file shall be removed, upon request of an employee after a period of two (2) years if no further discipline for the same or a similar offense has occurred. Oral warnings shall be documented in writing and placed into the employee's file. An oral warning shall be removed upon request of any employee after a period of one (1) year if no further discipline for the same or a similar offense has occurred.

## **ARTICLE 09 - LABOR MANAGEMENT MEETINGS**

- 09.01** The Employer and the Union have established a Labor-Management Meeting process wherein the parties may meet periodically during the term of this Agreement to share information and to identify and resolve issues.
- 09.02** The Parties shall meet quarterly, however, meetings may be canceled upon mutual agreement if there are no agenda items submitted for review.
- 09.03** It is understood that any items discussed in the Labor Management Meetings shall not add to or alter the terms of this agreement. It is also understood that neither party to this agreement waives its right to negotiate any mandatory subject of bargaining.

**09.04** The Union shall have three (3) employee representatives scheduled to attend labor management meetings. Additional members may be invited by mutual agreement of the parties if needed to assist with specific issues. The City shall have approximately the same number of members attend the labor management meetings.

## **ARTICLE 10 - GRIEVANCE PROCEDURES**

### **10.01 Purpose**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure.

### **10.02 Definition**

For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. A grievant is defined as an employee or group of employees who are represented by the Union. Grievances shall be processed in accordance with the following procedures within the stated time limits.

### **10.03 Grievance Steps**

#### **Step One:**

Within ten (10) working days of knowledge of the incident giving rise to the grievance, the grievant along with a Union representative shall request, in writing, a meeting with the supervisor. The grievant, with a Union representative shall meet with the supervisor within ten (10) working days of the request to settle the grievance. The supervisor shall respond to the grievant and the Union President within ten (10) working days of the meeting. If either the Union or the Employer desires, grievances may be initiated at Step Two of the grievance process adhering to the submission timelines above.

#### **Step Two:**

If the grievance isn't settled at Step One, the Union on behalf of the grievant shall present the grievance in writing within ten (10) working days of the conclusion of Step One to the Department Head or his/her designee with a copy to the Human Resources Director. The written grievance shall include the date of submission to this process, date of alleged violation, facts and circumstances, the specific article of this Agreement that was allegedly violated, and the remedy requested. The Department Head or his/her designee and the Human Resources Director shall meet with the grievant and the Union representative within ten (10) working days of receipt and shall render a written response to the grievant, the Local Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting. Representatives of the Union, the grievant and the City may be involved in the Grievance Procedure at this step.

#### **Step Three:**

If the Union is not satisfied with the solution of the Department Head or his/her designee and the Human Resources Director, the Union shall submit the written grievance to the City Manager within ten (10) working days from the date of receipt of the Department Head's/Human Resources Director's reply. The City Manager or his/her designee shall

meet with the grievant and the Union's representative within ten (10) working days of receipt of the grievance. The City Manager shall render a written response to the grievant, the Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

**Step Four:**

Upon mutual agreement, a grievance not resolved under the above steps may be referred to alternative dispute resolution sources for mediation. If the parties do not agree to the use of mediation or if resolution is not achieved through the mediation process, the Union may refer the grievance to arbitration within thirty (30) working days after receipt of the Employer's answer to Step Three. If the request for arbitration is not filed by the Union Staff Representative or the Employer within thirty (30) working days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure.

**10.04 Selection of Arbitrator**

The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, the American Arbitration Association or other source to submit a panel of seven (7) arbitrators. The Employer and the Union shall alternately strike names of arbitrators until one (1) arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the Employer and Union representatives.

**10.05 Privacy of Meetings and Hearings**

All meetings and hearings under this procedure shall be kept private and shall include only such parties of interest and/or their designated representatives.

**10.06 Decision**

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

**10.07 Power limited**

The power of the arbitrator shall be limited to interpreting this Agreement, determining if the disputed article has been violated and awarding a remedy. The arbitrator shall not have any authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator, within these stated limits shall be final and binding on both parties.

**10.08 Costs**

Expenses and compensation for the arbitrator's services, or mediation service, and the proceedings shall be borne by the non-prevailing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own attorneys or other representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. It is provided, however, that if the grievance presented for arbitration involves multiple parts/issues, and if the decision of the arbitrator results in each of the parties prevailing on different parts/issues, then, in that case, the

expenses and compensation for the arbitrator's services and the proceedings shall be borne equally by the parties.

**10.09 Election of remedies**

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Likewise, litigation of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

**10.10 Authority**

In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

**10.11 Time limits**

Any and all time limits and/or steps specified in the Grievance Procedure may be waived by mutual agreement of the parties. Failure by the employee or Union to submit the grievance in accordance with these time limits and/or steps without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedure.

**ARTICLE 11 – WAGES**

**11.01**

1. Effective January 1, 2009, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).
2. Effective January 1, 2010, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).
3. Effective January 1, 2011, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).
4. The City agrees to perform a salary survey for certain positions listed in Attachment C during this agreement. The City and Union shall meet to discuss the survey results. Final approval of any salary changes resulting from the survey in 2010 and 2011 shall be subject to the approval of the City based on the economic condition of the City at that time.

- 11.02** Employees shall be eligible to receive salary increases, based on satisfactory performance, annually in the amount of five percent (5%), not to exceed the maximum amount identified in the salary range. If the performance appraisal to determine whether or not the employee has achieved satisfactory performance is not completed by the supervisor within one (1) month of the employee's anniversary date, the employee will automatically receive a salary step increase.

## ARTICLE 12 -OUT OF CLASS PAY

- 12.01** An employee who is temporarily assigned, in writing, the work and/or responsibilities of a higher classification for eight (8) consecutive hours or longer if on an alternative work schedule, shall be paid at the rate of pay assigned to the higher classification effective the first day of the assignment.
- 12.02** In assigning out-of-class work, supervisors will rotate the assignment of work among the available qualified employees in the next lower classification within the department/division.

## ARTICLE 13 - HOURS OF WORK

- 13.01** The normal work week shall be five (5) consecutive days of not more than eight (8) hours per day, exclusive of lunch period. The regular hours of work each day shall be consecutive except for lunch periods.
- 13.02** All full-time employees shall be granted a lunch period of one-half (1/2) hour during each work shift. The lunch period shall be scheduled at approximately mid-shift. Employees shall be entitled to one (1) fifteen (15) minute rest period during each half-day shift.
- 13.03** All employees shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for all compensated time in excess of forty (40) hours per week, exclusive of the employee's lunch period. Compensated time shall be defined to include hours worked, holiday hours, vacation hours, sick leave and compensatory time.
- 13.04** Employees working mandatory overtime shall have the right to request, and supervisors shall approve compensatory time off at the same ratio as overtime rate in lieu of cash payment for overtime. Compensatory time can be accrued up to a maximum of eighty (80) hours. Compensatory time off shall be scheduled by the employee through his/her supervisor at a mutually agreeable time.

Employees working voluntary overtime for recycling or other special events shall be paid overtime only, unless the Department Head specifically agrees to allow compensatory time.

**13.05 Flexible and Alternative Work Schedules.**

Recognizing that a change in working hours may benefit both the employee and the City or that such a change may benefit one without detriment to the other, the City and affected employees may, by mutual agreement, modify normal work hours. An employee who wishes to work flexible hours or an alternative work schedule shall submit a request in writing to his/her supervisor. Any flexible hours or alternative work schedule may be terminated by the City if found detrimental to the City. The reasons for approval, denial or termination of flexible hours or alternative work schedules shall be given, in writing, to all affected employees and the Union.

## ARTICLE 14 – STANDBY

The Employer will not require any employee covered by this Agreement to perform standby duty.

## ARTICLE 15 - CALL OUT

When an employee is called out or back to work he/she shall be entitled to a minimum of three (3) hours call-out-time, inclusive of travel time.

## ARTICLE 16 - INSURANCE BENEFITS

### 16.01 Medical Insurance

During the term of this agreement the employer will provide the selection of the following medical plans (or their successor plans) to all full-time regular employees with the following conditions:

1. For the year 2009 employees may choose the AWC Medical Plan B  
OR  
Group Health Cooperative Medical Plan 1.
2. For the years 2010 and 2011 employees may choose the AWC HealthFirst Medical Plan.  
OR  
Group Health Cooperative Medical Plan 2.
3. Effective January 1, 2009 through December 31, 2011, employees shall pay a portion of the AWC medical insurance premium according to the following table. The City shall pay the balance of the premium.

Coverage	January 1, 2009 through December 31, 2011 Medical Premium (mo.)
Employee Only	\$41
Employee & Spouse	\$91
E, S + 1 Dependent	\$115
E, S + 2 or > Dependents	\$135
Employee and 1 Dependent	\$64
Employee and 2 Dependents	\$84

For employees who choose the Group Health Plan 1 in 2009 or the Group Health Plan 2 in 2010 or 2011, the City shall pay up to the dollar amount paid for employees and their dependents on the AWC Plan B in 2009 or the AWC HealthFirst Plan in 2010 and 2011.

4. If during the life of this agreement either the City or Union wish to propose a different health insurance plan that may offer a better combination of coverage and cost effectiveness, this agreement shall be re-opened to discuss adoption of the proposed health insurance plan. No other Article shall be re-opened for discussion without the mutual consent of both parties.

**16.02 Dental Insurance**

Effective January 1, 2009, the City will provide the AWC Washington Dental Services Plan E including orthodontics coverage as provided to non-represented employees (or its successor plan) to all full-time regular employees and their dependents, and will pay one-hundred percent (100%) of the premium.

**16.03 Life Insurance**

During the term of this Agreement the City will provide life insurance at one time (1x) the employee's annual salary for all full-time regular employees through Standard Insurance Company (or its successor plan) and will pay one-hundred percent (100%) of the premium.

This plan covers the following:

- Life Insurance/Accidental Death & Dismemberment
- Survivor Income Life Insurance
- Long Term Disability

**16.04 Vision**

The City will provide a family vision plan with a \$25 deductible for all bargaining unit employees.

**ARTICLE 17 - SICK LEAVE**

**17.01 Accrual of Sick Leave**

All full-time regular employees shall accrue sick leave at the rate of eight (8) hours for each month of employment including the probationary period of employment.

**17.02 Use of Sick Leave**

Sick leave shall not be available for use during the first thirty (30) days of the probationary employment period and, thereafter, will be granted for, and shall be used for, the following purposes only:

1. Personal illness, injury, hospitalization, or out-patient medical care;
2. Medical quarantine;
3. Medical appointments (including vision and dental);
4. Death of a member of the employee's immediate family; after exhausting bereavement leave;
5. Care of a member of an employee's immediate family (spouse, child, grandchild, parents, parents in-law, grandparents, brother or sister) or any family member or other person dependent upon the employee, with a health condition that requires treatment or supervision; and
6. Disability of the employee due to pregnancy and/or childbirth.

**17.03 Procedure For Claiming Sick Leave**

Employees shall promptly notify their Department Head or designee of any condition or anticipated condition necessitating the use of sick leave and shall keep the Department Head or designee informed of the expected duration of the employee's absence. Upon return to work, the employee shall complete any required sick leave forms. The Department Head or designee may also require proof of illness if the employee has been previously counseled about use of sick leave.



#### **17.04 Transfer To Leave of Absence, Vacation or Compensatory Time**

If any employee exhausts all accrued sick leave, but is still unable to return to work, such employee may use vacation, or accrued compensatory time; or may request from the Department Head to use unpaid leave.

#### **17.05 Penalties For Abuse of Sick Leave**

Any employee found to have abused sick leave benefits by falsification or misrepresentation shall be subject to disciplinary action, and shall further be required to reimburse to the City all compensation paid to such employee for the period of such absence.

#### **17.06 Payment of Accumulated Sick Leave**

1. **Option #1 – Sick Leave Cash Out Upon Termination:**

Upon death, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated sick leave exceed sixty-four (64) hours. The twenty-five percent (25%) payment will not be made for unused sick leave if an employee leaves the City during his or her new-hire probationary period.

2. **Option #2 - Annual Sick Leave Cash Out:**

After achieving a certain minimum sick leave balance, employees are able to cash out ten percent (10%) of sick leave earned but not taken during a calendar year. The percentage of unused sick leave able to be cashed out will increase to twenty-five percent (25%) and then to fifty percent (50%) upon achieving a significantly higher sick leave balance. Sick leave cash out is elective. It is the employee's choice whether to participate in the sick leave cash out program.

**Note:** Once an employee utilizes Option #2 to participate in the annual sick leave cash out program, he/she will not be eligible for sick leave cash out under Option #1 (upon termination or retirement).

#### **10% Cash Out:**

Upon achieving a sick leave balance of one-hundred (100) hours an employee shall be able to cash out ten percent (10%) of the sick leave he/she accrued but did not use during the previous calendar year. The employee's sick leave balance will be reduced by the amount of sick leave cashed out. The employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which days are cashed out.

#### **25% Cash Out:**

Upon achieving a sick leave balance of three-hundred (300) hours an employee shall be able to cash out twenty-five percent (25%) of the sick leave he/she accrued but did not use during the previous calendar year. The employee's sick leave balance will be reduced by the amount of leave cashed out. The employee shall be paid for the unused

sick leave at his/her base rate of pay in effect as of December 31 of the year for which days are cashed out.

**50% Cash Out:**

Upon achieving a sick leave balance of seven-hundred twenty (720) hours, an employee shall be able to cash out fifty percent (50%) of the sick leave he/she accrued but did not use during the previous calendar year. The employee's sick leave balance will be reduced by the amount of leave cashed out. The employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which days are cashed out.

**17.07 On-The-Job Injury**

An employee who is eligible for sick leave accrual and is injured on the job, shall be paid during any resultant period of disability up to one-hundred twenty (120) days for each new and separate injury, in addition to, and prior to, the use of sick leave accumulations, as provided hereafter in this Section.

1. The employee's eligibility for payment and the extent thereof will be based on the determination of the State Industrial Insurance Division under the State Worker's Compensation Act.
2. The employee shall be paid an amount by the City which when combined with the payment received from the State Industrial Insurance Division will equal eighty-five percent (85%) of the employee's normal wage.
3. Such payments shall be made during the period of disability up to one-hundred twenty (120) days, and for as long thereafter as the employee's sick leave accruals provide, according to the following schedule:
  - a. Charges shall be made against sick leave accruals, if any, for the date of injury and for the three (3) day waiting period not covered by the State Worker's Compensation Act. In addition, charges shall continue against sick leave accruals for the three (3) day waiting period until a determination of eligibility is received from the State Industrial Insurance Division.
  - b. If the employee is determined to be eligible, and the injury time loss exceeds fourteen (14) calendar days, then sick leave used during the three (3) day waiting period and any subsequent period shall be returned. Compensation shall be computed at the eighty-five percent (85%) level as provided above. The employee shall not be allowed to supplement the eighty-five percent (85%) level by utilizing sick leave or other paid leave during the period of eligibility.
  - c. After such payments during the initial one-hundred twenty (120) days of disability, charges shall be made against sick leave accruals, if any, at the rate of one-half (1/2) day per day for any further time loss due to the injury. Compensation shall continue at the eighty-five percent (85%) level as provided above.
  - d. Charges may be made against sick leave accruals, if any, in any case

where the City of SeaTac is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of the difference between eighty-five percent (85%) of the employee's regular pay and that received from the State shall be recovered by the City and may be deducted from future payments due the employee from the City.

- e. If an employee has received payments through the use of paid leave accruals while receiving payments from the State Industrial Insurance Division, the employee shall turn over the payments from the State to the City. Subsequently, the leave shall be credited back to the employee based on the compensation amount awarded by the State. Employees injured on-the-job shall be required to sign a waiver stating that pay shall be deducted in the event the State check is not turned over to the City.
- f. In the event eligibility for payment under the Worker's Compensation Act is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury.
- g. Upon making such payments as provided for in this Section, the City shall be subrogated to all rights of the employee against any third party who may be held liable for the employee's injuries to the extent necessary to recover the amount of payment made hereunder, provided that where actual recovery is made against a third party hereunder, sick leave charged against the employee's accruals shall be recredited to the extent such funds reflect recovery for payments attributable to compensated sick leave.
- h. In order to limit the obligation of the City for each new and separate injury the City may require the employee to furnish medical proof or submit to a medical examination by the City at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the City.
- i. Notwithstanding the foregoing, the City's obligation to supplement the income of an employee disabled by an on-the-job injury shall terminate upon the date on which the employee commences receiving disability benefits under any insurance plan paid by the City.

## ARTICLE 18 – VACATIONS

### 18.01 Accrual of Vacation Time

Each full-time regular employee shall be entitled to the following number of vacation days to be awarded on successful completion of the employee's probation period:

First Year: During the first year of employment with the City, employees accrue 12 days of vacation per year (4 hours per pay period).

<u>Second Year:</u>	During the second year of employment, employees accrue 13 days of vacation per year (4.3334 hours per pay period).
<u>Third Year:</u>	During the third year of employment, employees accrue 14 days of vacation per year (4.6667 hours per pay period).
<u>Fourth and Fifth Years:</u>	During the fourth and fifth years of employment, employees accrue 15 days of vacation per year (5 hours per pay period).
<u>Sixth and Seventh Years:</u>	During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.6667 hours per pay period).
<u>Eighth and Ninth Years:</u>	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
<u>Tenth and Eleventh Years:</u>	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.3333 hours per pay period).
<u>Twelfth and Thirteenth Years:</u>	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.6667 hours per pay period).
<u>Fourteenth and Fifteenth Years:</u>	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).
<u>Sixteenth Year and thereafter:</u>	During the sixteenth year of employment and thereafter, employees accrue 23 days of vacation per year (7.6667 hours per pay period).

Employees shall be entitled to their base wage compensation during vacation time.

### **18.02 Accumulated Vacation Time**

Each full-time employee shall be entitled to accumulate and to carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Any accumulated vacation time in excess of the amount of vacation which the employee could have earned over a period of two (2) years at his/her current rate of accrual shall expire. It is provided, however, that where an employee has vacation time that would expire because it is in excess of the accrual amounts, and where the employee has made reasonable requests over a reasonable length of time to use vacation time, and for which such requests have been denied because of the work requirements of the Employer, the employee shall be given a time extension to use such vacation time prior to the expiration of such vacation time, with the time extension being determined by the Employer but not being less than one (1) month for each forty (40) hours of vacation time that would expire because of the denied requests to take vacation.

### **18.03 When Vacation May Be Taken**

New employees may take vacation after they have successfully completed their probation period. Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits. Vacations shall be approved by the Department Head, or City Manager, to ensure the least possible interference with operations of the City. Weekends which are not part of an employee's normal work schedule, and holidays shall not be counted as vacation days.

**18.04 Payment of Accumulated Vacation Time**

Upon death, termination or retirement an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's current hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated vacation time exceed the amount of vacation time which the employee could have earned over a period of two (2) years at his/her current rate of accrual.

**ARTICLE 19 – HOLIDAYS**

**19.01** All full-time regular employees shall be granted holidays with pay on the following days:

1. The first day of January, New Year's Day;
2. The third Monday of January, Martin Luther King, Jr. Day;
3. The third Monday of February, President's Day;
4. The last Monday of May, Memorial Day;
5. The fourth (4<sup>th</sup>) day of July, Independence Day;
6. The first Monday in September, Labor Day;
7. The eleventh (11<sup>th</sup>) day of November, Veterans' Day;
8. The fourth Thursday in November, Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth (25<sup>th</sup>) day of December, Christmas Day;
11. One (1) paid "floating" holiday per year, after completion of one (1) year with the City, at a time to be approved by the Department Head or designee. This holiday must be used within the year granted.

**19.02** Employees who work on an observed Holiday shall be paid at one and one-half (1.5) times normal rate of pay in addition to the paid holiday.

**ARTICLE 20 - TRAINING**

**20.01 Reimbursement of Training Costs.**

It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations subject to prior approval by the Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be reimbursed upon verification of successful completion of the training.

**20.02** Training, tests and renewal fees for employees to maintain certifications, licenses and permits necessary for the performance of their duties and responsibilities will be paid by the City up to a maximum of three (3) times for each certification and renewal. If an employee fails to pass the required test or certification after three times, the employee shall be responsible for the cost of subsequent tests and must take vacation or compensatory time if needed to retest.

## ARTICLE 21 - OTHER LEAVES

### 21.01 Military Leave.

1. The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 and the laws of the State of Washington regarding Veterans as outlined in RCW 38.40.060.
2. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding fifteen (15) calendar days during each military year as designated by law.
3. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
4. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.

### 21.02 Jury Duty Leave.

Upon presentation to the Department Head of a summons for jury duty, an employee shall be granted jury duty leave for such period of time as the employee is required to serve on jury duty. During such leave, the employee will be paid his or her regular compensation. Any pay that the employee receives for jury duty shall be turned over to the employer.

### 21.03 Bereavement Leave.

A full-time regular employee shall be granted up to three (3) work days of bereavement leave with pay due to a death in the employee's immediate family. For the purposes of this article, "immediate family" is defined as: an employee's spouse, parents, step-parents, grandparents, children, grandchildren, brother, sister, or an employee's spouse's parents, children, brother or sister.

Upon request of the employee, bereavement leave of up to three (3) days may be granted by the Department Head for relationships outside of an employee's immediate family.

- a. A Department Head may grant bereavement leave of more than three (3) days. Leave exceeding three (3) days may be charged to sick leave, vacation or compensatory time.
- b. Days, for the purpose of this article, are defined as eight (8) hour work days.

### 21.04 Leave Without Pay

The City Manager may grant a leave of absence up to one (1) year without pay in appropriate circumstances and consistent with the City's best interests. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for a final decision. Vacation Leave and Compensatory Time shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one (1) month in advance for the period of said leave.

### **21.05 Family Leave**

The City complies with the federal Family Medical Leave Act (FMLA) and applicable state laws related to family and medical leave. When possible, except in cases of unexpected events, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

### **21.06 Union Leave Bank**

Each employee shall be allowed to donate up to two (2) hours of vacation time per year to a Union Leave Bank in accordance with the following provisions:

1. Not more than one-hundred twenty (120) hours shall be donated to the Bank in a calendar year.
2. The amount of leave in the Bank at any given time shall not exceed one-hundred twenty (120) hours.
3. Any leave carried over from one calendar year to the following shall count towards the maximum one-hundred twenty (120) hour donation for that following year.
4. The leave shall be used by Elected Officials or Representatives of the Union to attend official Union functions or conduct Union business.
5. Use of this leave shall be in accordance with the use of vacation time, and as such, shall require Department Head approval.
6. Any use of the Leave Bank shall be authorized by the Union, and the Union will communicate its authorization to the Employer.
7. Not more than one employee per department may utilize the Union Leave Bank at the same time.

## **ARTICLE 22 – LEAVE SHARING PROGRAM**

A leave sharing program is hereby established for the purpose of permitting City employees, at no additional cost to the City other than the administrative costs of administering the program, to donate sick leave or vacation leave to a fellow City employee who is suffering from, or has a relative or household member suffering from, a severe illness or injury causing him/her to be absent from work for an extended period of time. Shared leave shall be administered in accordance with the City of SeaTac Leave Sharing Policy 1.10.

## **ARTICLE 23 - PART-TIME EMPLOYEE BENEFITS**

The employee benefits for regular part-time employees covered by this agreement shall be as follows: All regular part-time employees shall receive ten percent (10%) of base pay in lieu of all leave benefits.

These employees shall have the option of having pro-rated premiums paid for their medical benefits, based on the number of hours worked in the preceding month. The City shall pay the full cost of dental and vision insurance premiums for these employees.

All part-time employees shall be eligible for unpaid leave to be approved based on the criteria for sick leave or vacation leave, whichever may be most appropriate.

## ARTICLE 24 – VACANCIES

- 24.01** When a vacancy is created within the bargaining unit, other than a temporary vacancy, the employer may, if it so chooses, fill such vacancy by transfer, voluntary demotion and/or a promotion. The following procedures will apply in filling bargaining unit vacancies:
1. The employer will post vacancies in-house for a period of five (5) working days.
  2. If three (3) or more in-house applicants meet the minimum qualifications for the position, they will be given the opportunity to participate in an in-house selection process. If there are less than three (3), it is the employer's option whether to proceed with an in-house process, or to recruit additional outside applicants. Those in-house candidates who meet the minimum qualifications will be given the opportunity to participate in the selection process.
    - a) For the purposes of this section, regular City employees as well as temporary and seasonal employees shall be eligible to apply for in-house job openings covered by the AFSCME bargaining unit. Temporary and seasonal employees must be currently working and have had a minimum of three (3) months of work experience with the City to be eligible for an in-house opening.
  3. The employer may require in-house candidates to update their standard City application or may require them to provide supplemental materials to help assess their job skills. Selection procedures shall be job related.
  4. At the conclusion of the in-house selection process, the hiring authority shall consider all candidates who passed each phase of the selection process. The hiring authority shall then choose to hire one (1) of the in-house candidates or to recruit and test candidates who are not currently City employees.
  5. The same test will be given to all applicants for the same vacancy.
  6. The employee shall have the right to review his/her examination results.
- 24.02** Upon promotion to a position at a higher salary range, the employee shall be placed at a step, which is at least five percent (5%), higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range.

## ARTICLE 25 - INITIAL HIRE OR PROMOTION PROBATION

- 25.01** New full-time regular employees shall serve a probationary period during their first six (6) months of employment, which may be extended based on mutual agreement of the parties. During this time, any terminations are not grievable through the grievance procedure. Part-time regular employees shall serve a probation period of one-thousand forty (1,040) hours or one (1) year, whichever is less.
- 25.02** Existing full-time regular City employees who are promoted shall serve a six (6) month promotional probationary period. Part-time regular employees shall serve a promotional probation period of one-thousand forty (1,040) hours. In the event a promoted employee fails to pass promotional probation, the employee shall be eligible to return to his/her previous position. If the employee voluntarily chooses to revert to his/her previous position within the promotional



probation, the employee may do so if the position is vacant. If the position no longer exists, the individual will then be appointed to the next available vacant position in the classification from which he/she was previously promoted and passed probation, or any other position in the bargaining unit for which the employee is qualified; in the case of the latter, a six (6) month promotional probationary period will be required.

## **ARTICLE 26 - RECLASSIFICATIONS**

**26.01** During the term of this Agreement, employees who believe their jobs are not properly classified may request a job audit from the Human Resources Department. The request shall be submitted using the appropriate form to the employee's Department Head. The Department Head shall complete his/her section of the form and forward to the Human Resources Department within thirty (30) days. The Human Resources Department will apply the following criteria in evaluating reclassification requests:

1. Changed duties that may result from additions, expansions or reductions of responsibilities.
2. Changed qualifications or training for the positions.
3. Consolidation or reassignment of duties which significantly change the positions.

**26.02** The Human Resources Department shall review the request and make a recommendation, with supporting rationale, to the City Manager who shall approve or disapprove the reclassification.

**26.03** If the employee's position is placed in a higher classification following the requested review, the employee will be paid at the higher classification level retroactive to the date the completed reclassification request is received by the Human Resources Department.

**26.04** Upon reclassification in accordance with Section 26.01, to a classification with a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range.

## **ARTICLE 27 - REDUCTION IN FORCE**

### **27.01 Authorization of Reduction.**

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.
2. Any employee who receives an involuntary reduction in their working hours due to 27.01 (1) above shall be considered a RIF'ed employee.

**27.02 Order of Layoffs.**

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification. An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

**27.03** If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment B, and the employee is qualified to perform the duties of the lower classification, the employee may bump the least senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.

**27.04** In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIF'ed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.

**27.05 Recall.**

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.

Employees eligible for recall shall receive thirty (30) days notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

**27.06** Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

**ARTICLE 28 - HEALTH AND SAFETY**

**28.01** All work shall be done in a safe, competent, professional manner, and in accord with State, federal and City safety codes and with policies, ordinances and rules relating to safety in the workplace.

**28.02** It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment; where proper safety equipment and/or safety training has not been provided; and/or when the facilities and services are not being maintained in a reasonably sanitary and/or

safe condition.

- 28.03** All Employees shall immediately report all unsafe equipment and/or conditions or safety in the workplace concerns to his/her supervisor upon becoming aware of those conditions. Failure to do so may result in disciplinary action.
- 28.04** The Employer will furnish all employees personal protective equipment necessary to perform their assigned jobs or duties in accordance with the Safety Standards of the State of Washington. All employees will be required to wear said equipment when performing assigned work. Failure to do so may result in disciplinary action.
- 28.05** Employees required to wear steel-toed protective boots shall be provided purchase credit vouchers or reimbursement for such boots. This credit/reimbursement shall be \$180.00 every two (2) years; however, when an employee is able to demonstrate the need for repair or purchase due to damage or wear, the City will provide reimbursement up to \$180.00 per year.

#### **ARTICLE 29 - DRUG FREE WORKPLACE POLICY**

The City and Union agree that the consumption of alcohol and/or the use of controlled substances shall not be permitted at the employers' work sites or while an employee is on duty, nor shall employees be permitted to be under the influence of alcohol or controlled substances while on the job. Members of the bargaining unit shall be subject to the provisions of the City of SeaTac Drug Free Workplace policy 1.00, in order to protect the safety of employees and the public.

#### **ARTICLE 30 - MILEAGE REIMBURSEMENT**

Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows without supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee. It is provided however that requests for reimbursement shall be accumulated until either (1) the total amount to be reimbursed is at least twenty-five dollars (\$25.00), or (2) the reimbursements have been accumulated for a period of three (3) months.

#### **ARTICLE 31 - TEMPORARY EMPLOYEES**

Temporary (or seasonal) employees shall be considered employees hired to work no more than nine (9) months in any twelve (12) months. Temporary employees shall not be used to supplant or replace bargaining unit employees. The City shall notify the Local Union President of all temporaries performing bargaining unit work. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.

**ARTICLE 32 - SAVINGS CLAUSE**

If any Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall on request of either party enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory resolution of such Article.

**ARTICLE 33 - ENTIRE AGREEMENT**

The agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

**ARTICLE 34 - DURATION OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect from January 1, 2009 and shall continue through December 31, 2011.

IN WITNESS WHEREOF the parties hereto signed and executed the above and foregoing

Agreement this \_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF SEATAC**

**WASHINGTON STATE COUNCIL OF  
COUNTY & CITY EMPLOYEES,  
LOCAL 3830**

By \_\_\_\_\_  
Steve Mahaffey, Human Resources Director

By \_\_\_\_\_  
Eric Proctor, President, AFSCME Local 3830

By \_\_\_\_\_  
Craig Ward, City Manager

By \_\_\_\_\_  
Bill Dennis, Staff Representative  
AFSCME Council 2

By \_\_\_\_\_  
Ralph Shape, Mayor

Approved as to Form

\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

**RESOLUTION NO. 09-002**

A RESOLUTION of the City Council of the City of SeaTac, Washington expressing appreciation to Public Works Maintenance, Parks Maintenance, and Facilities Maintenance employees for their efforts during the December, 2008 snow event.

**WHEREAS**, the Sea-Tac Airport observation station officially received 13.9 inches of snow from December 13 through December 26, 2008; and

**WHEREAS**, significant snow remained on the ground for more than 14 days, far longer than any other time in the past 20 years; and

**WHEREAS**, the amount of snowfall and the duration of the snow event was unprecedented in the City's history; and

**WHEREAS**, during this time, employees of the City of SeaTac Public Works Department Maintenance Division, with assistance from the Parks Department Maintenance Division, and Facilities Department worked 24 hours a day in 12-hour shifts from December 13th to December 27th, 2008 to remove snow and ice from City streets, resulting in over 540 hours of overtime; and

**WHEREAS**, this storm resulted in the City of SeaTac using 110 truckloads of mixed sand and salt, approximately 590 tons, in order to keep the roads cleared so residents and travelers to and from Sea-Tac International Airport could travel on City streets; and

**WHEREAS**, some employees canceled vacations and pre-planned time off, and many deferred holiday celebrations with their families in order to work on keeping the roads clear; and

**WHEREAS**, plowing and sanding City streets was essential in assisting travelers to access City businesses, hotels, parking facilities, and Sea-Tac International Airport; and

**WHEREAS**, the City Council finds that in light of this unprecedented snow event, including the duration, the amount of snow, and the fact that these employees put the needs of the City ahead of their

families during the holiday season, it is appropriate to pass a Resolution in appreciation of the hard work and dedication by these employees during this significant snow event;

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

The City Council wishes to express its appreciation and gratitude to the City employees in the Public Works Maintenance, Parks Maintenance, and Facilities Maintenance Departments for their hard work and dedication during the December, 2008 snow event. The City Council and the citizens of SeaTac recognize the sacrifices made by these dedicated employees and their families during this snow event, and we thank you for your hard work and long hours that assisted the citizens, businesses, and travelers during this time.

**PASSED** this 13th day of January, 2009 and signed in authentication thereof on this 13th day of January, 2009.

CITY OF SEATAC

Ralph Shape  
Ralph Shape, Mayor

ATTEST:

Kristina Gregg  
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney

[Snow storm appreciation]

**RESOLUTION NO. 09-003**

A RESOLUTION of the City Council of the City of SeaTac, Washington adopting the South County Area Transportation Board (SCATBd) 2009-2012 Agreement.

**WHEREAS**, the South King County subarea has been involved in multijurisdictional transportation planning to develop coordinated plans for transportation improvements and programs for this area; and

**WHEREAS**, these plans have been approved and efforts continue to be made to work cooperatively to implement the recommended projects; and

**WHEREAS**, the South County Area Transportation Board (SCATBd) has been an effective forum for information sharing, consensus building and providing valuable input on transportation planning and implementation decisions; and

**WHEREAS**, the SCATBd recognizes the need to coordinate with its regional partners to address issues that cross subarea and county boundaries; and

**WHEREAS**, the City of SeaTac has participated as a member;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON HEREBY RESOLVES as follows:**

The City of SeaTac hereby adopts the 2009-2012 Agreement, which is attached as Exhibit A, to continue to participate in the South County Area Transportation Board, including indentifying representatives and providing dues, and authorizes the City Manager to enter into this Agreement.

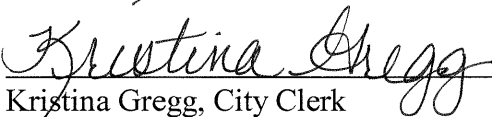
**PASSED** this 27th day of January, 2009 and signed in authentication thereof on this 27th day of January, 2009.

CITY OF SEATAC



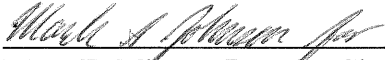
Ralph Shape, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[SCATBd Member Agreement]



**2009-2012 Agreement  
for the  
South County Area Transportation Board**

**Parties to Agreement**

City of Algona	City of Renton
City of Auburn	City of SeaTac
City of Black Diamond	City of Tukwila
City of Burien	King County
City of Covington	Muckleshoot Tribe
City of Des Moines	Pierce County
City of Enumclaw	Pierce Transit
City of Federal Way	Port of Seattle
City of Kent	Puget Sound Regional Council
City of Maple Valley	Sound Transit
City of Milton	Transportation Improvement Board
City of Normandy Park	Washington State Department of Transportation
City of Pacific	Washington State Transportation Commission

Transmittal date to participating members for approval on December 30, 2008.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the MUCKLESHOOT TRIBE; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; PIERCE COUNTY, a legal subdivision of the State of Washington, hereafter called "Pierce County"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; PIERCE TRANSIT; the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT"; the WASHINGTON STATE TRANSPORTATION COMMISSION, hereafter called the "Transportation Commission"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB"; and the PORT OF SEATTLE.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board (SCATBd) has effectively served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the South King subarea; and

**EXHIBIT A**

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, called for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to review and recommend Sound Transit plans and implementation of projects and services; and

WHEREAS, the geographic subarea boundary area for the South King Subarea is the area represented on the attached map (Exhibit A);

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1.0 Purpose of Agreement**

The purpose of the Agreement is to provide for the continuation of the South County Area Transportation Board (SCATBd) as the South forum for local governments to share information, build consensus, and coordinate among jurisdictions and agencies with the goal of providing advice on plans, programs, policies and priorities for regional transportation decisions.

**2.0 Role of Subarea Transportation Boards**

1. The South County Area Transportation Board (SCATBd) is the forum established for the South subarea of King County for elected officials to provide advice into the following decisions:
  - a. The King County Metro six year transit development plan, and implementation of transit service priorities
  - b. Sound Transit plans and implementation of projects and services
2. The SCATBd may also provide input on other countywide and regional transportation issues.
3. The three subarea transportation boards shall hold at least one joint meeting annually to address issues of mutual interest and concern and promote regional decisions.

### 3.0 Voting and Non-voting Members

3.1 The voting members of SCATBd and their voting rights shall be as follows:

Voting Members	Number of Reprs.	Voting Rights			
		Sound Transit <sup>1</sup>	Metro Transit <sup>2</sup>	Regional Competition <sup>3</sup>	Other <sup>4</sup>
Algona	1	Yes	Yes	Yes	Yes
Auburn	1	Yes	Yes	Yes	Yes
Black Diamond	1	No	Yes	Yes	Yes
Burien	1	Yes	Yes	Yes	Yes
Covington	1	No	Yes	Yes	Yes
Des Moines	1	Yes	Yes	Yes	Yes
Enumclaw	1	No	Yes	Yes	Yes
Federal Way	1	Yes	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes
Kent	1	Yes	Yes	Yes	Yes
Maple Valley	1	No	Yes	Yes	Yes
Milton	1	Yes	Yes	Yes	Yes
Muckleshoot Tribe	1	Yes	Yes	Yes	Yes
Normandy Park	1	Yes	Yes	Yes	Yes
Pacific	1	Yes	Yes	Yes	Yes
Renton	1	No	Yes	Yes*	Yes
SeaTac	1	Yes	Yes	Yes	Yes
Tukwila	1	Yes	Yes	Yes	Yes
Pierce County	1	No	No	No	Yes

3.2 The non-voting members of SCATBd shall be as follows:

Non-Voting Member	Number of Representatives
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1
Pierce Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
Private sector representation (if approved by SCATBd )	1

<sup>1</sup> Recommendations on Sound Transit capital and service plans and implementation

<sup>2</sup> Recommendations on Metro Transit service plans

<sup>3</sup> Identification of projects for the regional competition, if prescribed by the process approved by the King County members of the Transportation Policy Board (\*projects in Renton south of the Cedar River)

<sup>4</sup> Other recommendations including:

- Recommendations to the PSRC on plans, policies and programs, such as input on alternatives, policies and criteria for the regional transportation plan; on studies and analyses conducted; on criteria; on funding policies; and on regional priorities.
- Recommendations to the State Legislature, committees and commissions established by the Legislature, such as input on proposed legislation; on recommendations from commissions; and on transportation budgets and priorities.
- Recommendations to WSDOT on projects, policies, programs, priorities and funding, such as input on alternatives, funding, and priorities for major corridors; on tolling; on transportation demand management; on Commute Trip Reduction; on active traffic management; and on state transportation plans.
- Recommendations to the State Transportation Commission, such as input on policies regarding tolling, preservation, capacity improvements and funding.
- Recommendations to the federal delegation on federal legislation, such as input on reauthorization; and on funding priorities.

3.3 A roll call vote shall be taken on recommendations from the subarea board regarding Sound Transit capital and service plans and implementation, Metro Transit service plans, and identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board. The results shall be recorded by jurisdiction.

#### **4.0 Representation and Conduct**

4.1 The representation on the South County Area Transportation Board (SCATBd) shall be as follows:

1. Elected officials appointed for a one-year term from each of the participating counties and cities, in the number specified above. King County representation shall be a maximum of two Councilmembers and the King County Executive or his designee.
2. High level staff from WSDOT, Pierce Transit, the Port of Seattle and the PSRC; a South King subarea board member of Sound Transit; the Director of the TIB; and a representative designated by the Washington Transportation Commission.
3. A representative of a private sector group or groups as determined by SCATBd.

4.2 Each participating member shall appoint an alternate. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.3 On an annual basis, member jurisdictions shall inform the Lead Agency in writing of its representatives and alternates and provide the appropriate contact information for each.

4.4 The SCATBd will be responsible for overall program direction, approving Technical Advisory Committee recommendations and providing direction for input on transportation decisions

4.5 The SCATBd may establish its own bylaws and rules of procedures and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of this Agreement and modifications to such bylaws and rules will not alter this Agreement.

4.6 The SCATBd may establish subcommittees as it determines appropriate.

4.7 With a simple majority of voting members as shown in Section 3.1, the SCATBd can adopt resolutions, authorize correspondence, request studies, or provide other advisory input to member jurisdictions or regional and state activities, including plans policies, programs, projects or legislative issues.

4.8 Any voting member may request that a minority statement be included in communications or otherwise distributed with the adopted majority position.

#### **5.0 Chair and Vice Chair**

5.1 The chair and vice chair of SCATBd shall be representatives of a member county or city located within the subarea's geographic boundaries. The chair and vice chair shall be elected by a majority of the voting representatives from jurisdictions within the subarea's geographic boundaries.

5.2 The chair and vice chair shall be nominated by a nominating committee established in November of each year, and nominated in December of each year.

5.3 The chair and vice chair shall serve a term of one year from February 1 through January 31 of the following year.

5.4 The chair and the vice chair shall conduct the SCATBd activities within adopted procedures and guidelines. The chair and vice chair are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of the SCATBd.

## **6.0 Technical Advisory Committee (TAC)**

6.1 Each member jurisdiction or agency shall appoint at least one planning, public works and/or intergovernmental staff person to the Technical Advisory Committee (TAC). Private sector groups shall not participate in TAC activities. Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SCATBd.

6.2 The TAC shall provide technical assistance as requested by the SCATBd and shall advise the SCATBd and their respective members on emergent transportation issues, and be responsible for overall program development including drafting of the work program. The TAC shall also review consultant work, and coordinate its activities with adjacent jurisdictions, including the other subarea transportation forums.

6.3 When appropriate, the TAC will make recommendations for consideration of the SCATBd. The TAC's recommendations shall be arrived at by consensus of a majority of the TAC members present. If the Technical Advisory Committee is unable to reach consensus on a particular issue, TAC members may present discussion questions or a dissenting opinion to the SCATBd for consideration.

## **7.0 Lead Agency**

7.1 King County will be the lead agency for the purposes of receipt of funds, contract administration, and disbursement of funds associated with consultant contracts and study-related expenses. King County shall appoint a staff member to serve as Project Manager for special projects. King County shall also provide general administrative and program support for the SCATBd. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.2 Lead Agency responsibilities include administrative and technical support for meetings and ongoing operations; collection, administration and distribution of dues; support to the chair and vice chair; preparation of correspondence and other materials; development and monitoring of work program; and coordination of consultant services or other special projects as directed by the SCATBd.

## **8.0 Annual Work Program**

The SCATBd may undertake activities consistent with its purposes and shall prepare an annual progress report and work program for the following year for submittal to its members.

## **9.0 Financing and Cost Sharing Guidelines**

9.1 **Yearly Dues** -- Each member city will contribute \$100.00 annually per vote awarded to remain members in good standing. The designated Lead Agency shall not be required to pay yearly dues. This revenue shall be used for special events, including an annual joint meeting of the subarea transportation boards, public education, or other expenses authorized by the SCATBd.

9.2 The following guidelines shall generally apply:

1. **Annual Review of Financing:** The SCATBd shall determine by June 30 of each year whether an additional financial contribution will be requested of the SCATBd jurisdictions.
2. **Voting Members:** If additional financial contributions are determined to be necessary, costs shall be shared among member jurisdictions other than King County by a method as determined by action of the SCATBd. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
3. **Non-voting Members:** The member agencies shall not be expected to make a direct funding contribution.
4. **Modification to Agreement Required:** A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to funding participation.

## **10.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to SCATBd but shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein.

## **11.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until all the tasks have been completed to the satisfaction of the SCATBd or until such time as the participating members choose to conclude the program for other reasons, but in no case shall the program extend beyond December 31, 2012, unless terminated earlier or extended in accordance with Section 11.0. If all parties desire to extend this Agreement beyond December 31, 2012, they shall

execute a Statement of Extension. In no event shall the Agreement be extended beyond December 31, 2014.

## **12.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 13.0.

## **13.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 11.0, any personal property other than cash shall remain with the Lead Agency.

## **14.0 Return of Funds**

At such time as this Agreement expires or is terminated in accordance with Section 11.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the original contribution.

## **15.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.

## **16.0 Legal Relations**

16.1 The parties shall comply with all applicable state and federal laws and regulations.

16.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

16.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

16.4 The provisions of this Section 16 shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

#### **17.0 Entirety and Modifications**

17.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

17.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

#### **18.0 Counterparts**

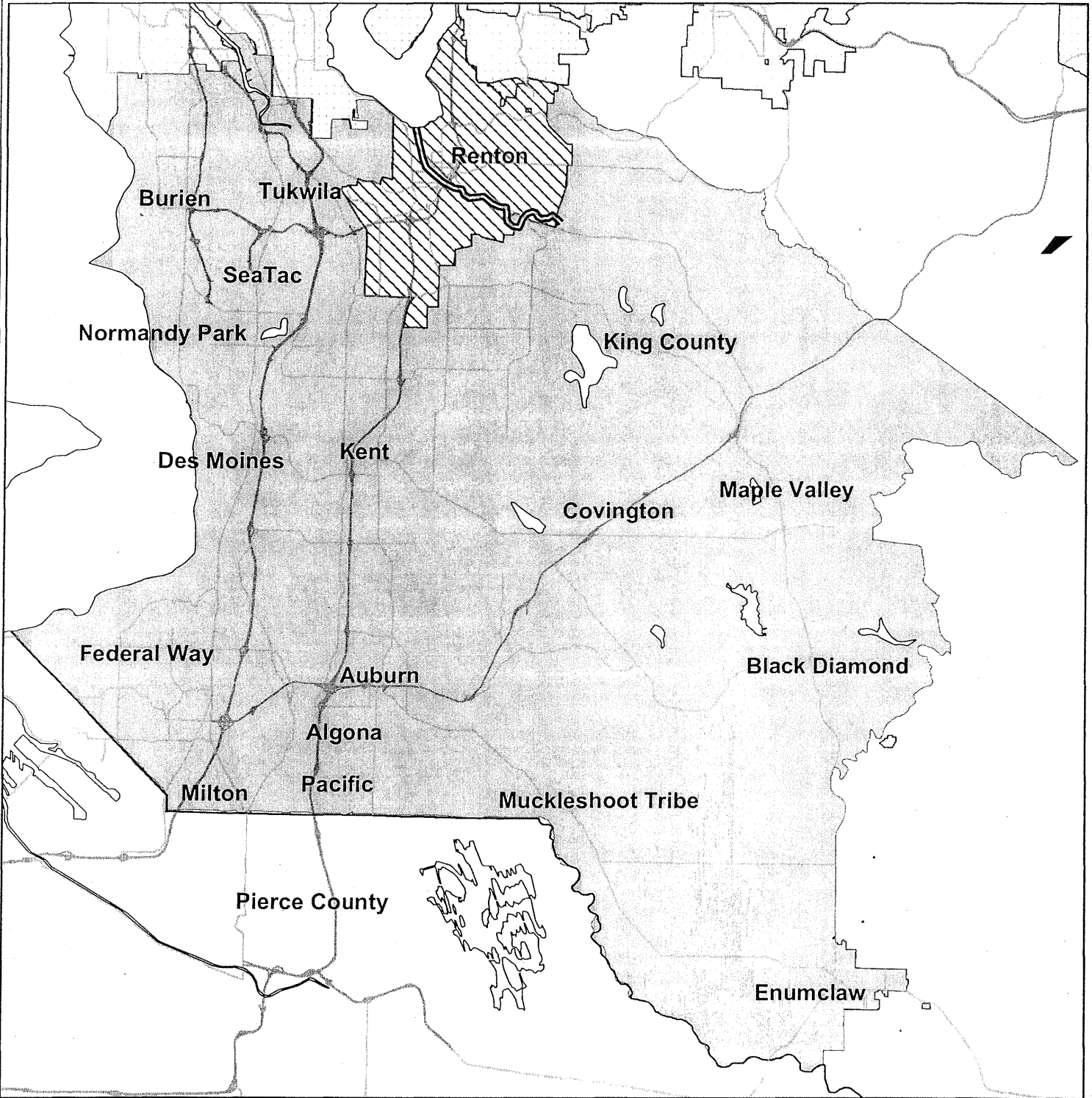
The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.





IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona By: _____ Date: _____	City of Auburn By: _____ Date: _____	City of Black Diamond By: _____ Date: _____
City of Burien By: _____ Date: _____	City of Covington By: _____ Date: _____	City of Des Moines By: _____ Date: _____
City of Enumblcaw By: _____ Date: _____	City of Federal Way By: _____ Date: _____	City of Kent By: _____ Date: _____
City of Maple Valley By: _____ Date: _____	City of Milton By: _____ Date: _____	City of Normandy Park By: _____ Date: _____
City of Pacific By: _____ Date: _____	City of Renton By: _____ Date: _____	City of Sea Tac By: _____ Date: _____
City of Tukwila By: _____ Date: _____	King County By: _____ Date: _____	Muckleshoot Tribe By: _____ Date: _____
Pierce County By: _____ Date: _____	Pierce Transit By: _____ Date: _____	Port of Seattle By: _____ Date: _____
Puget Sound Regional Council By: _____ Date: _____	Sound Transit By: _____ Date: _____	Transportation Improvement Board By: _____ Date: _____
Washington State Department of Transportation By: _____ Date: _____	Washington State Transportation Commission By: _____ Date: _____	

# Exhibit A



## South King County Subarea 2008 South County Area Transportation Board (SCATBd)

-  SCATBd
-  SCATBD and ETP

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, expressed or implied, as to accuracy, completeness, timeliness or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



0.51 2 3 4  
Miles

-  Cedar River
-  Roads

**RESOLUTION NO. 09-004**

A RESOLUTION of the City Council of the City of SeaTac, Washington amending Resolution 08-006 changing the meeting times of the Administration and Finance and the Public Safety and Justice Council Committees.

**WHEREAS**, the City Council has determined that the Administration and Finance Committee shall meet at 3:00 p.m. on the second Tuesday of each month, rather than at 2:00 p.m. on the second Tuesday of each month; and

**WHEREAS**, the City Council has determined that the Public Safety and Justice Committee shall meet at 4:00 p.m. on the second Tuesday of each month, rather than at 3:30 p.m. on the second Tuesday of each month;

**WHEREAS**, it is necessary to make this change by formal Resolution in order to comply with the Open Public Meetings Act;

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

**Section 1.** Section 1 of Resolution No. 08-006 is hereby amended to read as follows:

All Committee Meetings of the City Council shall be held at the SeaTac City Hall, 4800 South 188<sup>th</sup> Street, SeaTac, Washington 98188, as follows: on the second Tuesday of each month, the Administration and Finance Committee (“A&F”) shall meet at 3:00 p.m. and the Public Safety and Justice Committee (“PS&J”) shall meet at 4:00 p.m.; on the second Thursday of each month the Land Use and Parks Committee (“LUP”) shall meet at 4:30 p.m.; and on the fourth Tuesday of each month, the Transportation and Public Works Committee (“T&PW”) shall meet at 4:00 p.m.; and except that, if any such meeting shall fall upon a holiday, the scheduled meeting shall be held on the next business day, commencing at the same hour; and providing that the Mayor or a majority of the City Council may schedule additional or alternate Committee Meetings, as may be needed, providing that 24-hour public notice shall be given pursuant to law.

PASSED this 24<sup>th</sup> day of February, 2009 and signed in authentication thereof on this 24<sup>th</sup> day of February, 2009.


CITY OF SEATAC

  
Ralph Shape, Mayor

ATTEST:

  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Committee Meeting Date & Time Amendment]

**RESOLUTION NO. 09-005**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute the First Amendment to a Development Agreement with Washington Mutual.

**WHEREAS**, RCW 36.70B.170 through .200 and SMC 15.05.057 authorize the City to enter into Development Agreements with persons or entities having ownership or control of real property within the City; and

**WHEREAS**, the City and Washington Mutual entered into a Development Agreement, filed on October 30, 2001 under King County Recorder's No. 20011030000032, related to property owned by Washington Mutual ("Cedarbrook"); and

**WHEREAS**, Washington Mutual has requested an amendment to the existing Development Agreement that would allow for additional flexibility to have non-conference and training facility uses on the Cedarbrook property, in order to continue the viability of the facility operation; and

**WHEREAS**, notice was published pursuant to SMC 16A.13.010, and the Council has held a public hearing; and

**WHEREAS**, the Council finds that the proposed amendment is appropriate;

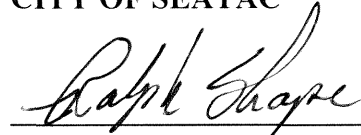
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON HEREBY RESOLVES as follows:**

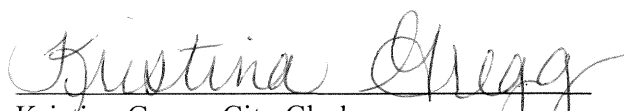
1. The City Manager is authorized to execute, on behalf of the City, an Amended and Restated Development Agreement with Washington Mutual, generally in the form attached to this Resolution as Exhibit A.
2. The City Clerk shall cause the fully executed document to be filed with the King County Recorder.

PASSED this 24th day of March, 2009 and signed in authentication thereof on this 24th day of March, 2009.

CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Washington Mutual D.A. Amendment #1]

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEATAC AND WASHINGTON MUTUAL**

The Development Agreement entered into effective on the 5<sup>th</sup> day of April, 2001, by and between the City of SeaTac and Washington Mutual (“Applicant”), is hereby amended as follows.

Paragraph 2.3 of original said Development Agreement is hereby amended to read as follows:

**2.3 Use of Property.** It is agreed by both parties hereto that development and use of the Property (Cedarbrook Conference Center) shall be primarily for a conference and training facility and associated overnight lodging. The Property shall contain a mix of meeting and training rooms, kitchen, dining and recreational facilities and overnight lodging rooms all available for a fee. The majority of the facility’s usage - no less than sixty percent (60%) on average - will be conducted on a short-term and for-fee basis with or without overnight lodging and may include:

- Corporate, government, academic and non-profit conferences, trainings, meetings and events; and
- Clients and guests of the Property including the employees, their families, and guests of the entity owning or leasing the facility.

Incidental uses – no more than forty percent (40%) on average - will be conducted on a short-term and for-fee basis with or without overnight lodging, and may include:

- Weddings, family reunions, birthday or engagement parties and which may vary from day-time events and evening dinners to week-end activities; and,
- Overnight lodging;
- Provided that, in no event shall any single incidental use of the facility exceed four (4) consecutive days.

In the event that Cedarbrook Conference Center's activity level requires over flow parking, Cedarbrook has made arrangements with several venues to secure parking to avoid congestion and street parking in the surrounding neighborhoods.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.

APPLICANT:

\_\_\_\_\_  
Date

By: \_\_\_\_\_

CITY OF SEATAC:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Craig R. Ward, City Manager

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney



RESOLUTION NO. 09-006

A RESOLUTION of the City Council of the City of SeaTac, amending the City Council Administrative Procedures, amending the format for agendas for Council meetings.

**WHEREAS**, RCW 35A.12.120 requires that the Council shall determine its own rules and order of business and may also establish rules for the conduct of meetings and the maintenance of order; and

**WHEREAS**, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

**WHEREAS**, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution;

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

Section 5, of the City Council Administrative Procedures is hereby amended to read as follows:

**Section 5. Format for Agendas for Council Meetings**

(A) The City Manager and the City Clerk will prepare a proposed agenda according to the order of business. After the proposed agenda has been approved by the Mayor, or designee, the City Clerk shall prepare the final Council packet, which shall be distributed. The format of the Regular City Council Meeting agenda shall substantially be as follows:

(1) Call to Order.

(2) Roll Call.

(3) Pledge of Allegiance.

~~(4) Introduction of New Employees.~~

~~(5) Certificates of Appointment, Appreciation or Recognition.~~

(6) Initial Public Comments.

(a) Individual comments shall be limited to three minutes in duration and group comments shall be limited to ten minutes. To constitute a group,

there must be four or more members, including the speaker, at the meeting. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(75) Presentations, including introduction of new employees, awards, and Certificates of Appointment, Appreciation, or Recognition.:

(6) Public Hearings.

(a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:

- The City Manager or designee shall present the issue to the Council and respond to questions.
- Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.
- Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate. As a general rule, the Council will not respond to requests by members of the public for information, but staff shall respond as soon as possible and shall advise the Council.
- The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

(b) The following procedure shall apply to quasi-judicial Public Hearings:

- The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.
- The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.
- The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.
- Each side shall then be allowed five minutes for rebuttal.
- After each proponent and opponent has used his/her speaking time,

Council may ask further questions of the speakers, who may respond.

- The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.

(7) New Business (as related to a Public Hearing).

(8) Discussion of Items.

(a) Summary of \$5,000 - \$2535,000 Purchase Requests.

(b) Summary of Donations Received by the City.

(9) Agenda Bill Presentations. This section of the agenda shall include Ordinances, Resolutions, and Motions. The following procedures shall apply:

- ~~If an Ordinance, Resolution, or Motion,~~ The Chairperson or designee may read the item by title only, or if requested by any Councilmember, the document may be read in its entirety.
- The City Manager or designee will give a presentation. When Staff gives a presentation which includes a recommendation from a City Commission or Advisory Committee then that Commission or Advisory Committee, or a designee, shall be given an opportunity to express its viewpoint during this presentation.
- The Council may then discuss the item and/or question the presenter of the item.
- The Council shall determine what action should be taken regarding the presented item [i.e. placement on Consent Agenda, placement under unfinished business, ~~if appropriate, placement under New Business,~~ place item on future Council Agenda, or refer item back to Council Committee].

(1) Any presented item may be postponed and placed on the next Council agenda upon the request of one Councilmember. However, this subsection does not apply if the presented item had been previously postponed or formally presented to the Council at a previous Council meeting.

(10) Consent Agenda.

- Contains items placed on the Consent Agenda by the Mayor and Council including but not limited to:
  - Approval of vouchers.
  - Approval of ~~purchase~~ \$5,000 - \$35,000 purchase requests ~~and award of consultant/personal services contracts of value between \$5,000 and \$25,000.~~

- Approval of donations received by the City.
  - Approval of minutes.
  - Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda by Council consensus.
  - Notwithstanding the above, any item may be removed from the Consent Agenda if so requested by any Councilmember.
- (b) A motion at this time will be in order.
- (c) Public Comments regarding Consent Agenda.
- Individual comments regarding the Consent Agenda shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.
- (d) The Council will vote upon the Consent Agenda.

~~(11) Public Hearings.~~

- ~~(a) The following procedure shall apply to quasi-judicial Public Hearings:~~
- ~~• The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.~~
  - ~~• The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.~~
  - ~~• The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.~~
  - ~~• Each side shall then be allowed five minutes for rebuttal.~~
  - ~~• After each proponent and opponent has used his/her speaking time, Council may ask further questions of the speakers, who may respond.~~
  - ~~• The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.~~
- ~~(b) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:~~
- ~~• The City Manager or designee shall present the issue to the Council and respond to questions.~~

- ~~Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.~~
- ~~Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate. As a general rule, the Council will not respond to requests by members of the public for information, but staff shall respond as soon as possible and shall advise the Council.~~
- ~~The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.~~

~~(12) New Business (as related to a Public Hearing).~~

~~(13) Final Public Comments.~~

- ~~(a) Individual comments shall be limited to two minutes in duration and group comments shall be limited to three minutes, and comments shall only pertain to items under unfinished business or new business. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.~~

(11) Public Comments regarding items placed on Unfinished Business.

Individual comments shall be limited to two minutes in duration and group comments shall be limited to five minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(1412) Unfinished Business. This section of the agenda shall include Ordinances, Resolutions, and Motions previously discussed at a Regular or Special Council Meeting and items that had been discussed earlier at the Meeting under subsection §9, Agenda Bill Presentations, but not placed on the Consent Agenda. The following procedures shall apply:

- (a) The item being discussed will be identified.
- (b) A motion at this time will be in order.
- (c) The Council may then discuss the item.
- (d) The Council will vote upon the item under consideration.

(1513) New Business (not related to a Public Hearing). This section of the agenda shall include Ordinances, Resolutions, and Motions not previously discussed at a Regular or Special Council Meeting, and items that had been discussed earlier at

~~the Meeting under Section 8, Agenda Bill Presentations, but not placed on the Consent Agenda.~~ The procedures that apply during this section shall be the same as those under Unfinished Business. The time limit for public comment is the same as provided by subsection 11, and shall be allowed prior to Council action.

(4614) City Manager Comments. Reports on special interest items from the City Manager.

(4715) Council Comments.

(4816) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the meeting. The procedure for conduct of an Executive Session is set forth at Section 12 of these Administrative Procedures.

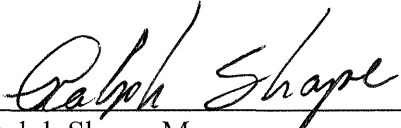
(4917) Adjournment. A Motion to Adjourn.

(B) The format of any Special Meeting shall be as follows:

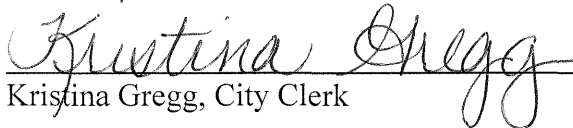
Special Meetings are meetings in which the date and/or time are set outside of a regular schedule. Only the designated agenda item(s) shall be considered. The format will follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.

PASSED this 24th day of March, 2009 and signed in authentication thereof on this 24th day of March, 2009.

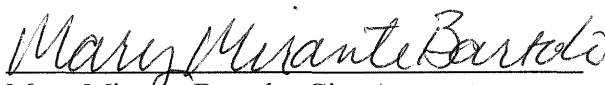
CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Amend City Council Administrative Procedures]

**RESOLUTION NO. 09-007**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing entry into an Amendment to a Development Agreement between the City and SeaTac Airport Parking, LLC; L&R Investment Company; and 18613 International, LLC.

**WHEREAS**, RCW 36.70B.170 through .200 and SMC 15.05.057 authorize the City to enter into Development Agreements with persons or entities having ownership or control of real property within the City; and

**WHEREAS**, SeaTac Airport Parking, LLC, a Washington Limited Liability Company, and L & R Investment Company, a California general partnership, and 18613 International LLC, a Washington Limited Liability Company (hereinafter "Developer"), are the entities having ownership of certain real property located at 18445, 18601 and 18613 International Boulevard, within the City; and

**WHEREAS**, the City and Developer entered into a certain Second Amended and Restated Development Agreement dated August, 2007 and recorded under King County Recording Number 20070919001750; and

**WHEREAS**, the Development Agreement provided that the Developer shall complete construction of all buildings, public open space and the public water feature within 24 months after construction commenced; and

**WHEREAS**, due to economic downturn that was unanticipated when the Development Agreement was entered, it is appropriate to extend the deadline for completion of the Developer's project an additional 12 months; and

WHEREAS, the Developer is currently in compliance with the terms and conditions of the Development Agreement and is not in default;

WHEREAS, notice was published pursuant to SMC 16A.13.010, and the Council has held a public hearing;

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

1. The City Manager is authorized to execute, on behalf of the City, an Amendment to the Development Agreement with SeaTac Airport Parking, LLC, L&R Investment Company, and 18613 International, LLC, generally in the form attached to this Resolution as Exhibit A.
2. The City Clerk shall cause the Amendment to be filed with the King County Recorder.

PASSED this 30th day of June, 2009 and signed in authentication thereof on this 30th day of June, 2009.

CITY OF SEATAC

Ralph Shape  
Ralph Shape, Mayor

ATTEST:

Kristina A. Gregg, Deputy City Clerk  
Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo  
Mary E. Mirante Bartolo, City Attorney

[L&R DA Amendment June 2009]



**AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

Pursuant to the authority of RCW 36.70B.170, this Amendment to the Second Amended and Restated Development Agreement is made and entered into effective as of this \_\_\_ day of \_\_\_\_\_, 2009 by and between The City of SeaTac, Washington, a municipal corporation of the State of Washington, located entirely within King County, Washington (the “City”) and SeaTac Airport Parking LLC, a Washington Limited Liability Company (“SAP”), L & R Investment Company, a California general partnership (“L&R”), and 18613 International, LLC, a Washington Limited Liability Company (“18613 LLC”). SAP, L&R and 18613 LLC are collectively referred to as “Developer”.

**WHEREAS**, the City and Developer entered into a certain Second Amended and Restated Development Agreement dated August, 2007 and recorded under King County Recording Number 20070919001750 (the “Development Agreement”); and

**WHEREAS**, the Development Agreement provided that the Developer shall complete construction of all buildings, public open space and the public water feature within 24 months after construction was commenced; and

**WHEREAS**, due to economic downturn that was unanticipated when the Development Agreement was entered, it is appropriate to extend the deadline for completion of the Developer’s project an additional 12 months; and

**WHEREAS**, the Developer is currently in compliance with the terms and conditions of the Development Agreement and is not in default;

**NOW THEREFORE**, for good and sufficient consideration, and for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

**Section 1.** Paragraph 3.10.3 (ii) of the Development Agreement shall be amended to read as follows:

ii. Commencement and Completion of Construction of the Project. ~~Developer shall commence construction of the Project within twelve (12) months after issuance of the grading, excavation and building permits for the Project. Commencement of construction shall be defined as grading and excavation necessary for such buildings~~occurred on

November 20, 2008. Subject to events of Force Majeure, Developer shall complete construction of all such buildings, public open space and public water feature ~~within 24 months after construction is commenced~~ by November 30, 2011.

**Section 2.** All other terms of the Development Agreement shall remain unchanged.

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

DEVELOPER

CITY OF SEATAC

SeaTac Airport Parking, LLC  
A Washington Limited Liability Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

L & R Investment Company,  
A California General Partnership



By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

18613 International, LLC  
A Washington Limited Liability Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Craig R. Ward, City Manager  
Date: \_\_\_\_\_

Approved as to Form

  
Mary Mirante Bartolo  
City Attorney 

**RESOLUTION NO. 09-008**

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2010-2019

**WHEREAS**, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

**WHEREAS**, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a comprehensive plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

**WHEREAS**, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

**WHEREAS**, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

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

The Ten-Year Transportation Improvement Program (TIP) for the years 2010-2019, a copy of which is attached hereto, marked as Exhibit "A", and incorporated by this reference, is hereby adopted.

PASSED this 30th day of June, 2009 and signed in authentication thereof this 30th  
day of June, 2009

CITY OF SEATAC

Ralph Shape  
Ralph Shape, Mayor

ATTEST:

Marcia A. Pegg Deputy City Clerk  
Kristina Gregg, Clerk

Approved as to Form:

Mary Mirante Bartolo  
Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2010-2019]

**RESOLUTION NO. 09-009**

A RESOLUTION of the City Council of the City of SeaTac, Washington fixing the time for a public hearing and for Council action on vacation of the 18<sup>th</sup> Avenue South right-of-way from South 200<sup>th</sup> Street to South 208th Street.

**WHEREAS**, the City is proposing to vacate a portion of the 18<sup>th</sup> Avenue South right-of-way from South 200<sup>th</sup> Street to South 208th Street, as shown on the map attached as Exhibit "A" and described on Exhibit "B" to this Resolution; and

**WHEREAS**, Section 11.05.090 of the SeaTac Municipal Code adopts the street vacation procedures of Chapter 35.79 RCW; and

**WHEREAS**, RCW 35.79.010 authorizes the City Council to initiate street vacation procedures by resolution and further requires that a public hearing prior to final Council action must be fixed not less than twenty (20) days nor more than sixty (60) days after the date of passage of such a resolution; and

**WHEREAS**, no apparent municipal use of the said street and right-of-way continues to exist; and

**WHEREAS** the City would subsequently surplus the real property described by Exhibit B and transfer it by deed to the Port of Seattle; and

**WHEREAS**, the Council finds that a public hearing prior to consideration of final action should be placed on the agenda of the Regular Council Meeting of July 28, 2009;

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

1. A public hearing on the City's proposed vacation of the 18<sup>th</sup> Avenue South right-of-way from South 200<sup>th</sup> Street to South 208th Street described on Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "A", is

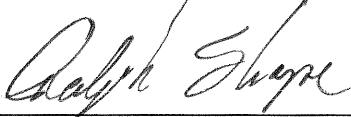
hereby fixed to commence at 6:00 p.m. on Tuesday, July 28, 2009, or as soon thereafter as the hearing may be held, at the Council Chambers, SeaTac City Hall, 4800 South 188<sup>th</sup> Street, SeaTac, WA 98188.

2. Following the public hearing, the City Council shall consider public comments and shall then take such action in regard to the proposed vacation as may be deemed appropriate.

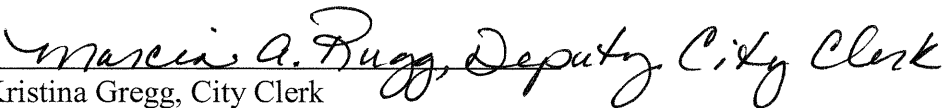
3. The public hearing notice shall be posted in three of the most public places in the city and a like notice in a conspicuous place on the street sought to be vacated. Furthermore, there shall be given by mail at least fifteen days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley or any part thereof sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown.

PASSED this 30<sup>th</sup> day of June, 2009 and signed in authentication thereof on this 30<sup>th</sup> day of June, 2009.


CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Vacation of South 18<sup>th</sup> Avenue, S. 200<sup>th</sup> to S. 208<sup>th</sup> Street]

18TH AVE RIGHT OF WAY VACATION  
 EXHIBIT MAP  
 SW<sup>4</sup> SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.  
 CITY OF DESMOINES, KING COUNTY, WASHINGTON

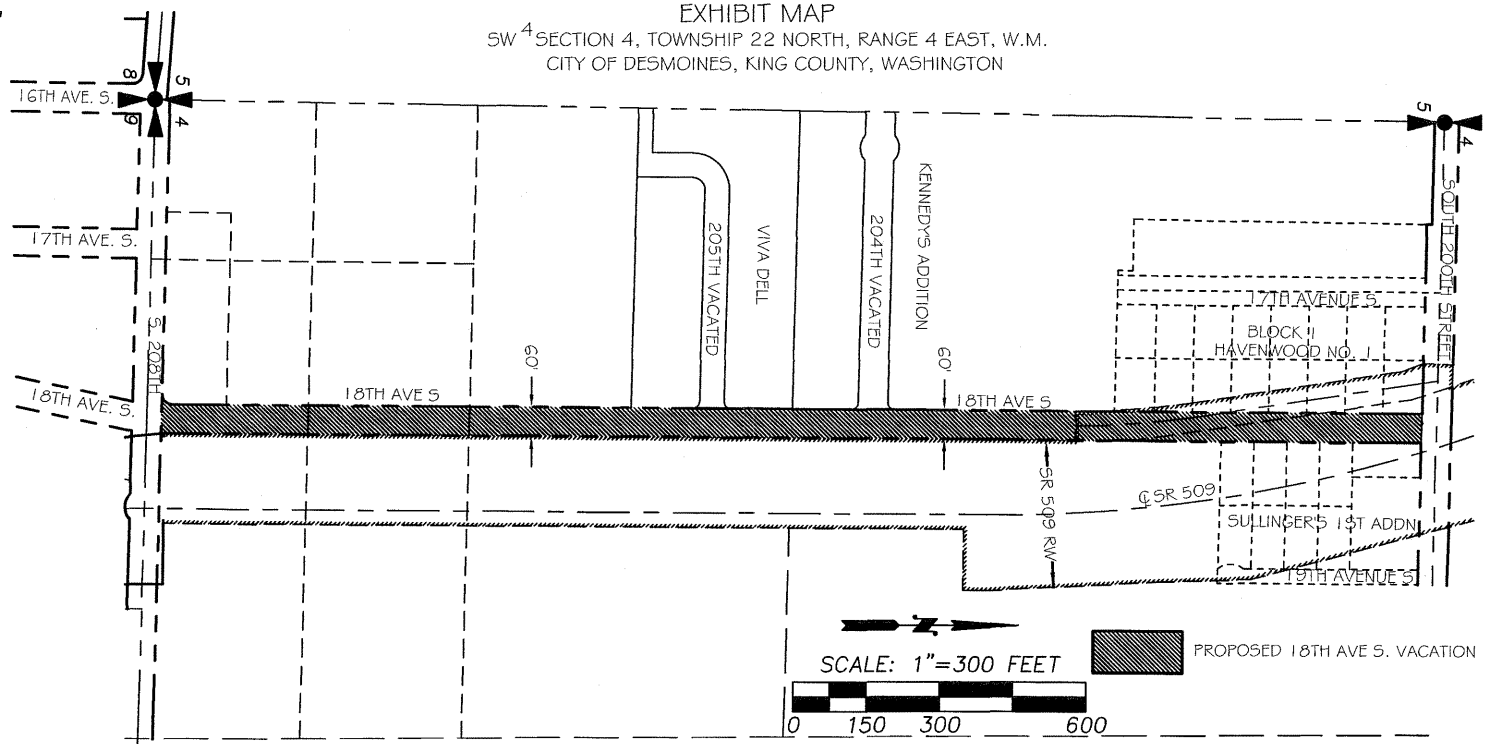


EXHIBIT "A"

## Exhibit B

### Legal Description

All that portion of the 60-foot right-of-way known as 18<sup>th</sup> Avenue South lying southerly of South 200<sup>th</sup> Street and northerly of South 208<sup>th</sup> Street. Situated in the Southwest Quarter of Section 4, Township 22 North, Range 4 East, W.M., City of SeaTac, King County, Washington.



**RESOLUTION NO. 09-010**

A RESOLUTION of the City Council of the City of SeaTac, Washington, allowing the temporary time extension of approval for Building Permits, Preliminary Short Plats, and Preliminary Long Subdivisions

**WHEREAS**, the SeaTac Municipal Code establishes regulations relating to the expiration of building and land surface modification permits and their applications; and

**WHEREAS**, the SeaTac Municipal Code establishes regulations regarding the expiration of preliminary short plats and preliminary long subdivisions; and

**WHEREAS**, due to the current economic downturn, developers may have had to delay or suspend their building projects; and

**WHEREAS**, developers may consider requesting temporary relief from current permit and subdivision regulations to keep their building projects, preliminary short plats, and preliminary long subdivisions active; and

**WHEREAS**, it is the City Council's desire to provide reasonable and temporary relief to help mitigate the impacts of the economic downturn;

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

1. All building permits applied for between December 31, 2007 and July 11, 2009 will be granted a one (1) year extension upon request by the applicant. The extension may be applied to either the application, prior to the issuance of the permit, after issuance of the permit, but not both. All electrical, plumbing and mechanical permits associated with the building permit will also be extended for the same amount of time if requested by the applicant. This extension does not apply to any issued building permit associated with a single family residence or accessory dwelling unit if the construction has already begun. Extensions will not be granted for demolition work.

**RESOLUTION NO. 09-**

A RESOLUTION of the City Council of the City of SeaTac, Washington, allowing the temporary time extension of approval for Building Permits, Preliminary Short Plats, and Preliminary Long Subdivisions

**WHEREAS**, the SeaTac Municipal Code establishes regulations relating to the expiration of building and land surface modification permits and their applications; and

**WHEREAS**, the SeaTac Municipal Code establishes regulations regarding the expiration of preliminary short plats and preliminary long subdivisions; and

**WHEREAS**, due to the current economic downturn, developers may have had to delay or suspend their building projects; and

**WHEREAS**, developers may consider requesting temporary relief from current permit and subdivision regulations to keep their building projects, preliminary short plats, and preliminary long subdivisions active; and

**WHEREAS**, it is the City Council's desire to provide reasonable and temporary relief to help mitigate the impacts of the economic downturn;


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

1. All building permits applied for between December 31, 2007 and July 11, 2009 will be granted a one (1) year extension upon request by the applicant. The extension may be applied to either the application, prior to the issuance of the permit, after issuance of the permit, but not both. All electrical, plumbing and mechanical permits associated with the building permit will also be extended for the same amount of time if requested by the applicant. This extension does not apply to any issued building permit associated with a single family residence or accessory dwelling unit if the construction has already begun. Extensions will not be granted for demolition work.

2. If requested by the applicant, all short plats that have received preliminary approval between July 14, 2006 and July 14, 2009 shall be granted a two (2) year extension of their approval.
3. If requested by the applicant, all long subdivisions that have received preliminary approval between July 14, 2004 and July 14, 2009 shall be granted a two (2) year extension of their approval.
4. Notification of the permit time extensions shall be placed on the City's website, the SeaTac Report and in the Seattle Times.
5. Additional time extensions for Building Permits may be reviewed on an annual basis to determine if additional extensions are warranted based on economic conditions.

**PASSED** this 14<sup>th</sup> day of July, 2009 and signed in authentication thereof on this 14<sup>th</sup> day of July, 2009.


**CITY OF SEATAC**

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Permit Time Extensions]

**RESOLUTION NO. 09-011**

A RESOLUTION of the City Council of the City of SeaTac, Washington calling for an election at the general election of November 3, 2009, to place before the qualified electors of the City the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government be adopted; and submitting this call to the King County Department of Elections for a formal order calling for an election to be held at the November 3, 2009 General Election.

**WHEREAS**, a petition, signed by the statutorily required number of registered voters of the City, requesting an election on the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government should be adopted, was submitted to the King County Department of Elections, as required by State law; and

**WHEREAS**, the King County Department of Elections verified the number and correctness of signatures on the petition and issued a Certificate of Sufficiency dated July 9, 2009;

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

Section 1. Based upon the petition and certification of sufficiency, the City Council finds it necessary to call an election to be held in the City at the time of the next General Election of November 3, 2009, on the proposition of whether the City electors desire to abandon the present Council-Manager plan of government and adopt the Mayor-Council plan of government.

Section 2. A City election is hereby called for November 3, 2009, to place before the qualified electors of the City the following proposition:

**PROPOSITION  
CHANGE IN PLAN OF GOVERNMENT**

Shall the City of SeaTac abandon its present Council-Manager plan of government under which it currently operates pursuant to RCW 35A.13 and adopt in its place the Mayor-Council plan of government pursuant to the provisions of RCW 35A.12?

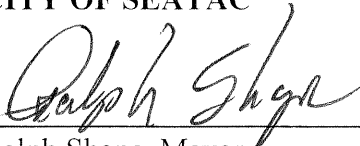
Yes.....[ ]  
No.....[ ]

Section 3. King County Department of Elections is hereby requested to issue a formal order calling for an election to be held in the City of SeaTac on November 3, 2009 to place the foregoing proposition before the qualified electors of the City.

Section 4. The City Clerk is authorized and directed to file a certified copy of this Resolution, together with the Certification of the City Attorney with the King County Department of Elections upon passage of this Resolution.

**PASSED** this 28<sup>th</sup> day of July, 2009 and signed in authentication thereof on this 28<sup>th</sup> day of July, 2009.

**CITY OF SEATAC**

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Election to Change Plan of Government]

**RESOLUTION NO. 09-012**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute the JAG Proceeds Distribution and Hold Harmless Agreement with the City of Bellevue.

**WHEREAS**, in 2002, SeaTac, and a number of other cities (collectively referred to as JAG Cities) entered into an Interlocal Agreement with King County for jail services (hereinafter referred to as the Jail Services Agreement); and

**WHEREAS**, within the Jail Services Agreement, the JAG Cities agreed to assist King County in its population reduction plan and have all city inmates out of King County jail facilities by the end of 2012, and in consideration for the JAG Cities' promises to reduce its jail population, King County agreed to convey land located in Bellevue to the JAG Cities to facilitate the building of or contracting for additional jail capacity so that the JAG Cities could house their inmates someplace else; and

**WHEREAS**, in March 2009, the City of Bellevue, acting as fiscal agent for the JAG Cities, negotiated a sale price of \$13 million for the Bellevue land, and pursuant to the Jail Services Agreement and the Land Transfer Agreement, the proceeds of the Bellevue land sale must go toward the cost of building jail capacity, or contracting for jail capacity so that the JAG Cities can have all of their inmates out of King County jail facilities by the end of 2012; and

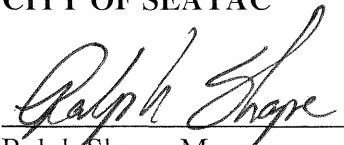
**WHEREAS**, in accordance with the methodology and distribution formula authorized by the Jail Oversight Assembly for the sale proceeds, SeaTac's final share of the sale proceeds is \$163,498.78; and

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

The City Manager is authorized to execute, on behalf of the City, the JAG Proceeds Distribution and Hold Harmless Agreement with City of Bellevue, generally in the form attached to this Resolution as Exhibit A.

**PASSED** this 28th day of July, 2009 and signed in authentication thereof on this 28th day of July, 2009.

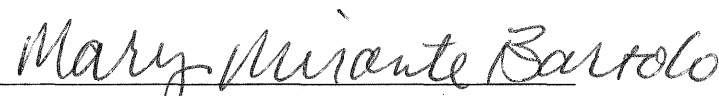
**CITY OF SEATAC**

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Krystina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[JAG Proceeds Distribution and Hold Harmless Agreement]

## **EXHIBIT "A"**

### **JAG PROCEEDS DISTRIBUTION AND HOLD HARMLESS AGREEMENT**

This Proceeds Distribution and Hold Harmless Agreement (Agreement) is entered into between the City of SeaTac (JAG City) and the City of Bellevue and is effective upon the date of the last signature below.

#### **RECITALS**

- A. Whereas, King County entered into a Jail Services Agreement (JSA) with many of the cities located in King County (Contract Cities) to house and provide jail services for Contract Cities' misdemeanants;
- B. Whereas, the JSA provides for the transfer of real property located in Bellevue with tax parcel numbers 2825059291, 2825059292, and 2825059015 (Jail Property) to the City of Bellevue on behalf of the JAG Cities to facilitate the Contract Cities reducing their jail population housed by King County as provided in Section 11 of said JSA;
- C. Whereas, Section 12 of the JSA provides that the Jail Property (or the proceeds from its sale [Proceeds]) will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step of the population reduction schedule in the JSA;
- D. Whereas, Section 12 of the JSA further provides that in the event the Contract Cities do not meet the objectives set forth in said section, King County would be entitled to return of Proceeds;
- E. Whereas, on October 31, 2002, the City of Bellevue and King County entered into a Land Transfer Agreement [City of Bellevue Clerk's Receiving # 33014] conveying the Jail Property to the City of Bellevue on behalf of all cities in King County (JAG Cities) for the purposes described in Section 12 of the JSA;
- F. Whereas, JAG Cities, except Kent and Enumclaw, entered into an Interlocal Agreement for Jail Administration (Interlocal Agreement) in part to create rules for administering the obligations related to Sections 11 and 12 of the JSA;
- G. Whereas, the obligations of Section 12 of the JSA are incorporated into Section 7.1 of the Interlocal Agreement including its application to all King County Cities;
- H. Whereas, on March 16, 2009, the City of Bellevue (Bellevue) sold the Jail Property to Seattle Children's Hospital for \$13 million;
- I. Whereas, on March 26, 2008, the Assembly created by the Interlocal Agreement approved the distribution of Jail Proceeds;



- J. Whereas, some Cities have acted to designate their portion of the Proceeds towards fulfilling their obligations under the JSA through undertakings such as the South Correctional Entity (SCORE) facility;
- K. Whereas, it is the intent of this Agreement that Bellevue stand in no worse (or better) position than any other JAG City with respect to liability or costs associated with the distribution of and/or possible return of Proceeds to King County because of its unique obligations to King County in Section 12 of the JSA as incorporated into the Interlocal Agreement (unique Section 12 obligations);
- L. Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as a precondition for receipt of said Proceeds, the JAG City and Bellevue agree:

### **AGREEMENT**

1. Per the Jail Oversight Assembly approved formula noted in the city-by-city proceeds distribution (Attachment A), Bellevue shall pay JAG City, \$ 163,498.78 (representing \$ 164,751.58 - its proportionate share of the Proceeds/Interest minus \$ 1,252.81 its proportionate share of the expenses Bellevue may recoup as provided in Section 7.2 of the Interlocal Agreement) within 30 days of the execution of this Agreement.
2. Upon receipt of said Proceeds, JAG City acknowledges and agrees that Bellevue has lawfully discharged all obligations and duties of Bellevue to that JAG City under the first paragraph of Section 7.2 of the Interlocal Agreement, and that Bellevue is discharged from all of its obligations and duties to that JAG City under the second paragraph of Section 7.2 of the Interlocal Agreement.
3. JAG City will abide by all requirements regarding the use of and goals related to the proceeds as provided in Section 7.1 of the Interlocal Agreement (whether a party to a JSA or not). JAG City will only leave or place a City Inmate in King County Jail after December 31, 2012 (post 2012 inmate housing) if King County confirms in writing that this post 2012 inmate housing does not violate the population reduction schedule referenced in Section 12 of the JSA and incorporated into Section 7.1 of the Interlocal Agreement.
4. Should there be a determination that a JAG City failed to abide by the requirements of Section 7.1 (at-fault JAG City) triggering an obligation for Bellevue to return all or part of the at-fault JAG City's Proceeds and any required interest to King County, said Proceeds shall be paid to Bellevue within 10 working days of written notice unless the at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the at-fault JAG City obtains injunctive or other legal relief against King County that absolves Bellevue of any legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period.

5. Bellevue and JAG Cities maintain that King County may only require return of Proceeds from an at-fault JAG City. However, if there is a determination that there is an obligation to return to King County Proceeds in an amount in excess of the amount distributed to an at-fault JAG City(s) then each non at-fault JAG City shall pay up to the full amount of its Proceeds and any required interest to Bellevue within 10 working days of written notice unless the non at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the non at-fault JAG City obtains injunctive or other legal relief against King County that confirms Bellevue has no legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period. If the obligation to return Proceeds is in excess of the at-fault JAG City's distribution, but less than each JAG City's full Proceeds, the amount due King County from the non at-fault JAG Cities shall be a prorated amount based on the percent of Proceeds received to the total Proceeds minus the amount representing the at-fault JAG City's share. The same prorated formula shall apply to required interest due from non at-fault JAG Cities.
6. Should Bellevue be sued for return of proceeds solely because of its unique Section 12 obligations, the alleged at-fault JAG City(s) shall immediately undertake the defense of Bellevue and pay all expenses and costs (including attorney's fees) associated with said defense whether or not said JAG City maintains it is or is ultimately determined to be not at-fault. Should King County be entitled to its attorney's fees in the suit, the at-fault JAG City shall hold Bellevue harmless and indemnify Bellevue from any liability or costs associated with the obligation to pay King County's attorney's fees.
7. Should Bellevue be the only party sued based on the alleged fault of other JAG Cities, those alleged at-fault JAG Cities agree to stipulate to being named as defendants with the concurrence of Plaintiff and/or not oppose Bellevue's motion to be included in the suit as an indispensable party. The obligations of Paragraph 6 shall apply whether or not the alleged at-fault JAG City is named in the litigation.
8. If King County sues Bellevue for return of proceeds because of Bellevue's alleged violation of Section 12 of the JSA regarding use of proceeds or the reduction in jail population along with other JAG Cities for their violations, each party will undertake its own defense at its own cost.
9. At-fault JAG Cities shall be responsible for costs of whatever form or nature associated with Bellevue's unique Section 12 obligations, including but not limited to staff costs in coordinating and collecting proceeds or attorneys fees, and including administrative costs Bellevue incurs even where timely payment of Proceeds is made. Said costs shall be prorated among at-fault JAG Cities as appropriate.
10. In the event Bellevue incurs liability or costs associated with its unique Section 12 obligations and said liability or costs are not addressed in any other provision of this Agreement, each JAG City shall indemnify, hold harmless and defend Bellevue and

its elected officials, employees agents and representatives from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, damages or costs, including reasonable attorney's fees of whatever form related to Bellevue's unique Section 12 obligations in proportion to its share of the proceeds.

11. Each JAG City shall keep its Proceeds in a segregated fund and keep records sufficient to demonstrate that all expenditures of the Proceeds comply with Section 7.1 of the Interlocal Agreement. Said records shall be kept for at least 6 years from the date of the expenditure of the last Proceeds of the JAG City.
12. The City of SeaTac (JAG City) representative who will be responsible for management and expenditure of the fund and for receiving notices related to the obligations under 7.1 of the Interlocal Agreement is (include name, title, address & phone #):

Michael J. McCarty  
City of SeaTac  
Finance and Systems Director  
Phone: (206) 973-4881  
Fax: (206) 973-4899

The JAG City shall notify Bellevue of any change in this designated representative or contact information.

13. The City of Bellevue as a recipient of \$ 971,638.82 (representing \$ 979,083.98 - its proportionate share of the Proceeds/Interest minus \$ 7,445.16 its proportionate share of the expenses) is also a JAG City and in that capacity shall be bound by the same terms under this Agreement as any other JAG City.
14. This Agreement shall be authorized by each JAG City's legislative body or other authorizing authority if not within authority of legislative body.
15. General Provisions:
  - A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The JAG City consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
  - B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- C. Nonwaiver. Any failure by a party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the JAG City arising under the Agreement may be assigned without Bellevue's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement.
- F. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

**CITY OF SEATAC**

By: \_\_\_\_\_  
 Craig Ward, City Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
 SeaTac City Attorney

**CITY OF BELLEVUE**

By: \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Bellevue City Attorney

**RESOLUTION NO. 09-013**

A RESOLUTION of the City Council of the City of SeaTac, Washington expressing the City Council's opposition of Initiative 1033, to be presented to the electorate on November 3, 2009.

**WHEREAS**, Initiative 1033 will be presented to the voters at the general election on November 3, 2009, with the following official Ballot Title and Description:

**Initiative Measure No. 1033 concerns state, county and city revenue.**

This measure would limit growth of certain state, county and city revenue to annual inflation and population growth, not including voter-approved revenue increases. Revenue collected above the limit would reduce property tax levies.

Should this measure be enacted into law? Yes [ ] No [ ]

**WHEREAS**, in accordance with RCW 42.17.130, notice to comment was published and posted; and

**WHEREAS**, public statements and comments were received by the Council; and

**WHEREAS**, the Council finds that an expression opposing Initiative 1033 is appropriate;


**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON HEREBY RESOLVES as follows:**

1. The City Council of the City of SeaTac expresses its opposition of Initiative 1033, which will be presented to the electorate on November 3, 2009.

PASSED this 11th day of August, 2009 and signed in authentication thereof on this 11th day of August, 2009.

CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Resolution regarding Initiative 1033]

**RESOLUTION NO. 09-014**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute an amended and restated interlocal agreement relating to the South Correctional Entity Facility.

**WHEREAS**, the City of SeaTac, Washington (the “City”) is authorized by chapter 70.48 RCW to contract for, establish and maintain correctional facilities in furtherance of public safety and welfare; and

**WHEREAS**, pursuant to Ordinance No. 09-1001 adopted by the City on January 13, 2009 and chapter 39.34 RCW, the Interlocal Cooperation Act, the City entered into a SCORE Interlocal Agreement with Auburn, Federal Way, Burien, Des Moines, Renton and Tukwila, Washington (the “Member Cities”), dated February 25, 2009 (the “Original Interlocal Agreement”), to form a governmental administrative agency known as the South Correctional Entity (“SCORE”); and

**WHEREAS**, the purpose of SCORE is to establish and maintain a consolidated correctional facility to be located in Des Moines (the “SCORE Facility”) to serve the Member Cities and federal and state agencies and other local governments that may contract with SCORE in the future to provide correctional services essential to the preservation of the public health, safety and welfare; and

**WHEREAS**, the Member Cities have determined that the SCORE Facility will provide improved correctional facilities within the boundaries of the consolidated service areas at a lower total cost to the participating Member Cities than currently available alternatives or than the participating Member Cities could individually provide; and

**WHEREAS**, financing for the acquisition, construction, equipping, and improvement of the SCORE Facility will be provided by bonds issued by the South Correctional Entity Facility Public Development Authority (the “Authority”), a public development authority chartered by Renton pursuant to RCW 35.21.730 through 35.21.755; and

**WHEREAS**, the Member Cities now desire to amend the Original Interlocal Agreement pursuant to the terms of an Amended and Restated SCORE Interlocal Agreement (the “SCORE Formation Interlocal Agreement” or “Interlocal Agreement”) to increase the proportional share of debt service due from Renton, Auburn, and Federal Way on bonds issued by the Authority and to designate Des Moines as the “host city”, as further provided therein;

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

Section 1. Approval of Amended and Restated SCORE Interlocal Agreement. The City Council hereby approves the Amended and Restated SCORE Interlocal Agreement with



Renton, Auburn, Federal Way, Des Moines, Burien, Tukwila and SeaTac, Washington, substantially in the form as attached hereto as Exhibit A and incorporated herein by this reference (the "SCORE Formation Interlocal Agreement" or "Interlocal Agreement"). The City Manager is hereby authorized and directed to execute the SCORE Formation Interlocal Agreement, substantially in the form attached hereto with only those modifications as shall have been approved by him. The City Manager and other appropriate officers of the City are authorized and directed to take any and all such additional actions as may be necessary or desirable to accomplish the terms therein. The SCORE Formation Interlocal Agreement may be further amended from time to time as provided therein.

Section 2. Approval Contingent. If the Amended and Restated SCORE Interlocal Agreement has not been executed by all parties thereto by October 1, 2009, the authority granted under this resolution shall expire unless this resolution shall have been amended to provide for a later expiration date.

PASSED this 8<sup>th</sup> day of September, 2009, and signed in authentication thereof on this 8<sup>th</sup> day of September, 2009.

CITY OF SEATAC

Ralph Shape  
Ralph Shape, Mayor

ATTEST:

Kristina Gregg  
Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo  
Mary E. Mirante Bartolo, City Attorney

[SCORE Amended and Restated Interlocal Agreement]

**EXHIBIT A**

**AMENDED AND RESTATED SCORE INTERLOCAL AGREEMENT**

**among**

**CITY OF AUBURN,**

**CITY OF DES MOINES,**

**CITY OF FEDERAL WAY,**

**CITY OF RENTON,**

**CITY OF TUKWILA,**

**CITY OF BURIEN,**

**AND**

**CITY OF SEATAC, WASHINGTON**

**Dated as of \_\_\_\_\_, 2009**

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## AMENDED AND RESTATED SCORE INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SCORE INTERLOCAL AGREEMENT amends and restates the SCORE Interlocal Agreement, dated as of February 25, 2009 (the "Original Interlocal Agreement" and as amended and restated hereby, the "SCORE Formation Interlocal Agreement"), and is entered into this \_\_\_\_\_, 2009 among the Cities of Auburn, Des Moines, Federal Way, Renton, Tukwila, Burien and SeaTac, Washington (the "Member Cities"), all of which are municipal corporations under the laws and statutes of the State of Washington:

### RECITALS:

WHEREAS, the Member Cities are authorized by chapter 70.48 RCW to contract for, establish and maintain correctional facilities in furtherance of public safety and welfare; and

WHEREAS, the Member Cities currently contract with other local governments within the State of Washington for correctional services at a great expense to the City; and

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes municipalities in Washington to enter into agreements for the joint undertaking of certain projects as provided therein; and

WHEREAS, the Member Cities entered into a SCORE Interlocal Agreement, effective February 25, 2009 (the "Original Interlocal Agreement"), to form a governmental administrative agency pursuant to RCW 39.34.030(3) known as the South Correctional Entity ("SCORE") to establish and maintain a consolidated correctional facility to be located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that may contract with SCORE in the future to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Member Cities have determined that the SCORE Facility will provide improved correctional facilities within the boundaries of the consolidated service areas at a lower total cost to the participating Member Cities than currently available alternatives or than the participating Member Cities could individually provide; and

WHEREAS, financing for the acquisition, construction, equipping, and improvement of the SCORE Facility will be provided by bonds issued by the South Correctional Entity Facility Public Development Authority (the "SCORE Facility Public Development Authority"), a public development authority chartered by the City of Renton pursuant to RCW 35.21.730 through 35.21.755 and secured by the full faith and credit of the Cities of Renton, Auburn, Federal Way, SeaTac, Tukwila, and Burien (the "Owner Cities"); and

WHEREAS, the Member Cities now desire to amend the Original Interlocal Agreement to allocate the proportion of debt service on bonds issued by the SCORE Facility Public Development Authority to each of the Owner Cities and to designate the City of Des Moines as the host city; and

WHEREAS, the establishment and maintenance of the SCORE Facility will be of substantial benefit to the Member Cities and the public in general;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

**Section 1. Definitions.** Capitalized terms used in this SCORE Formation Interlocal Agreement shall have the following meanings:

**“Administrative Board”** means the governing board of SCORE created pursuant to Section 5 of this SCORE Formation Interlocal Agreement.

**“Bonds”** mean, collectively, bonds, notes or other evidences of borrowing issued by the SCORE Facility Public Development Authority to provide interim and permanent financing for the SCORE Facility and thereafter, to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the SCORE Facility’s functionality.

**“Budget”** means the budget prepared by the Facility Director in consultation with the Operations Board, and submitted to the Administration Board for its approval in accordance with Section 5 and Section 9 of this SCORE Formation Interlocal Agreement, which budget shall set forth (a) an estimate of the costs of capital improvements required to be made to the SCORE Facility within the applicable year, (b) on a line item basis, all anticipated revenues and expenses for the operation and maintenance of the SCORE Facility for the applicable year, and (c) any information required by policies adopted by the Administrative Board pursuant to Section 9(b) of this SCORE Formation Interlocal Agreement.

**“Capital Contribution”** means, for each Owner City, that Owner City’s Owner Percentage multiplied by the principal of and interest on Bonds as the same shall become due and payable.

**“Costs of Maintenance and Operation”** means all reasonable expenses incurred by SCORE in causing the SCORE Facility to be operated and maintained in good repair, working order and condition, and all costs of administering SCORE.

**“Designated Representative”** means the Mayor or the City Manager, as selected by each Member City, or his or her designee.

**“Facility Director”** means the director of the SCORE Facility selected by the Administrative Board pursuant to Section 7 of this SCORE Formation Interlocal Agreement.

**“Host City”** means the City of Des Moines, Washington.

**“Member Cities”** mean the Owner Cities and the Host City.

**“Operations Board”** means the board formed pursuant to Section 6 of this SCORE Formation Interlocal Agreement.

**“Owner Cities”** mean the Cities of Auburn, Renton, Federal Way, Tukwila, Burien and SeaTac, Washington.

**“Owner Percentage”** means the percentage assigned to each Owner City, as follows:

- (a) Auburn – thirty-one (31%)
- (b) Federal Way – eighteen (18%)
- (c) Renton - thirty-six (36%)
- (d) Tukwila – eight (8%)
- (e) Burien – four (4%)
- (f) SeaTac – three (3%)

**“Presiding Officer”** means the member of the Administrative Board selected pursuant to Section 5 of this SCORE Formation Interlocal Agreement.

**“SCORE”** means the governmental administrative agency established pursuant to RCW 39.34.030(3) by the Member Cities.

**“SCORE Facility”** means the consolidated correctional facility acquired, constructed, improved, equipped, maintained and operated by SCORE.

**“SCORE Facility Public Development Authority”** means the South Correctional Entity Facility Public Development Authority chartered by the City of Renton, Washington.

**“SCORE Formation Interlocal Agreement”** means this Amended and Restated SCORE Interlocal Agreement among the Member Cities, as amended from time to time.

**“Subscribing Agencies”** mean the federal and state agencies, municipal corporations, and other local governments, other than the Member Cities, that contract with SCORE for correctional services at the SCORE Facility pursuant to the terms of this SCORE Formation Interlocal Agreement.

**Section 2. SCORE Facility; Authority.**

(a) Administrative Agency. There is hereby established a governmental administrative agency pursuant to RCW 39.34.030(3) to be known as the South Correctional Entity (“SCORE”). SCORE shall initially consist of the Member Cities.

(b) Powers of SCORE. SCORE shall have the power to acquire, construct, own, operate, maintain, equip, and improve a correctional facility known as the “SCORE Facility” and to provide correctional services and functions incidental thereto, for the purpose of detaining arrestees and sentenced offenders in the furtherance of public safety and emergencies within the jurisdiction of the Member Cities. The SCORE Facility may serve the Member Cities and Subscribing Agencies which are in need of correctional facilities. Any agreement with a Subscribing Agency shall be in writing and approved by SCORE as provided herein.

(c) Administrative Board. The affairs of SCORE shall be governed by the Administrative Board formed pursuant to Section 5 of this SCORE Formation Interlocal Agreement. The Administrative Board shall have the authority to:

1. Recommend action to the legislative bodies of the Member Cities;
2. Approve the Budget, adopt financial policies and approve expenditures;
3. Establish policies for investing funds and incurring expenditures of Budget items for the SCORE Facility;
4. Review and adopt a personnel policy for the SCORE Facility;
5. Establish a fund, or special funds, as authorized by chapter 39.34 RCW for the operation of the SCORE Facility;
6. Conduct regular meetings as may be designated by the Administrative Board;
7. Determine what services shall be offered at the SCORE Facility pursuant to the powers of SCORE and under what terms they shall be offered;
8. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this SCORE Formation Interlocal Agreement;
9. Establish rates for services provided to members, subscribers or participating agencies;
10. Direct and supervise the activities of the Operations Board and the Facility Director;
11. Enter into an agreement with a public corporation or otherwise to incur debt;
12. Make purchases or contract for services necessary to fully implement the purposes of this SCORE Formation Interlocal Agreement;
13. Enter into agreements with and receive and distribute funds from any federal, state or local agencies;
14. Receive and account for all funds allocated to the SCORE Facility from its members;
15. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the SCORE Facility;

16. Sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of property and assets;
17. Sue and be sued, complain and defend, in all courts of competent jurisdiction in its name;
18. Make and alter bylaws for the administration and regulation of its affairs;
19. Enter into contracts with Subscribing Agencies to provide correctional services;
20. Employ employees as necessary to accomplish the terms of this SCORE Formation Interlocal Agreement;
21. Establish policies and procedures for adding new cities as parties to this SCORE Formation Interlocal Agreement; and
22. Engage in any and all other acts necessary to further the goals of this SCORE Formation Interlocal Agreement.

**Section 3. Duration of Agreement.**

The initial duration of this SCORE Formation Interlocal Agreement shall be for a period of ten (10) years from its effective date and, thereafter, shall automatically extend for additional five (5) year periods unless terminated as provided in this SCORE Formation Interlocal Agreement. Notwithstanding the foregoing, this SCORE Formation Interlocal Agreement shall not terminate until all Bonds issued by the SCORE Facility Public Development Authority as provide in Section 15 of this SCORE Formation Interlocal Agreement are no longer outstanding.

**Section 4. Withdrawal and Termination.**

(a) Subject to Section 4(g) below, any Member City may withdraw its membership and terminate its participation in this SCORE Formation Interlocal Agreement by providing written notice and serving that notice on the other Member Cities on or before December 31 in any one-year. After providing appropriate notice as provided in this Section, that Member City's membership withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to all other Member Cities.

(b) Subject to Section 3 above, four (4) or more Member Cities may, at any one time, by written notice provided to all Member Cities, call for a termination of SCORE and this SCORE Formation Interlocal Agreement. Upon an affirmative supermajority vote (majority plus one) by the Administrative Board, SCORE shall be directed to terminate business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to terminate this SCORE Formation Interlocal Agreement. Upon the final termination date, this SCORE Formation Interlocal Agreement shall be fully terminated.



(c) Subject to Section 4(g) below, in the event any Owner City or the Host City fails to budget for or provide its applicable annual funding requirements for SCORE as provided in Section 15 hereof, the remaining Member Cities may, by majority vote, immediately declare the underfunding City to be terminated from this SCORE Formation Interlocal Agreement and to have forfeited all its rights under this SCORE Formation Interlocal Agreement as provided in Section 4(e). The remaining Member Cities may, at their option, withdraw SCORE's correctional services from that City, or alternatively, enter into a Subscribing Agency agreement with that City under terms and conditions as the remaining Member Cities deem appropriate.

(d) Time is of the essence in giving any termination notice.

(e) If an individual Owner City withdraws its membership in SCORE, the withdrawing City will forfeit any and all rights it may have to SCORE's real or personal property, or any other ownership in SCORE, unless otherwise provided by the Administrative Board.

(f) Upon termination of this SCORE Formation Interlocal Agreement, all property acquired during the life of this SCORE Formation Interlocal Agreement shall be disposed of in the following manner:

1. All real and personal property acquired pursuant to this SCORE Formation Interlocal Agreement shall be distributed to the Owner Cities based on the Owner Percentages; and
2. All unexpected funds or reserve funds shall be distributed based on the percentage of average daily population at the SCORE Facility for the last three (3) years prior to the termination date of those Member Cities still existing on the day prior to the termination date.

(g) Notwithstanding any of the other rights, duties or obligations of any Member City under this Section 4, the withdrawal of any Owner City from this SCORE Formation Interlocal Agreement shall not discharge or relieve the Owner City that has withdrawn pursuant to Section 4(a) or been terminated pursuant to Section 4(c) of its obligation to pay debt service on Bonds issued by the SCORE Facility Public Development Authority. An Owner City may be relieved of its obligation under this SCORE Formation Interlocal Agreement to make payments with respect to its Capital Contribution if the Administrative Board, by supermajority vote (majority plus one), authorizes such relief based on a finding that such payments are not required to pay debt service on Bonds issued by the SCORE Facility Public Development Authority.

**Section 5. Administrative Board.**

(a) Formation. An Administrative Board composed of the Designated Representative from each Member City shall govern the affairs of SCORE.

(b) Allocation of Votes. Each Board member shall have an equal vote and voice in all Board decisions.

(c) Voting Requirements. Votes regarding (1) debt; (2) approval of the Budget; (3) employment of the Facilities Director; (4) cost allocations made prior to the issuance of Bonds pursuant to Section 16 of this SCORE Formation Interlocal Agreement; and (5) approval of labor contracts, shall require an affirmative vote of a supermajority (majority plus one) of the Member Cities, two (2) of which shall have the highest and the second highest average daily population in the SCORE Facility for the 12-month period ending June 30 of the preceding year. Votes regarding (1) the conveyance of real property; (2) the addition of additional services pursuant to Section 11 of this SCORE Formation Interlocal Agreement not directly incidental to correctional services (such as providing court services); and (3) matters addressed in Sections 4(b) and (g) of this SCORE Formation Interlocal Agreement, shall require an affirmative vote of a supermajority (majority plus one) of the Member Cities.

(d) Parliamentary Authority. Unless otherwise provided, Robert's Revised Rules of Order (newly revised) shall govern all procedural matters relating to the business of the Administrative Board.

(e) Officers of the Administrative Board. Members of the Administrative Board shall select a Presiding Officer from its members, together with such other officers as a majority of the Administrative Board may determine. Subject to the control of the Administrative Board, the Presiding Officer shall have general supervision, direction and control of the business and affairs of SCORE. On matters decided by the Administrative Board, the signature of the Presiding Officer alone is sufficient to bind SCORE.

(f) Meetings of the Administrative Board. There shall be a minimum of two (2) meetings each year, and not less than fifteen (15) days notice shall be given to all members prior to any such meeting. Unless otherwise designated by the Presiding Officer, the first meeting shall be held on the second Tuesday of February of each year to review the prior year's service. The second meeting shall be on the second Tuesday of September of each year to consider and adopt a Budget for the following fiscal year. Other meetings may be held upon request of the Presiding Officer or any two members. All meetings shall be open to the public to the extent required by chapter 42.30 RCW.

Five (5) members of the Administrative Board must be present at any meeting of the Administrative Board to comprise a quorum, and for the Administrative Board to transact any business. Proxy voting shall not be allowed. Members of the Administrative Board may participate in a meeting through the use of any means of communication by which all members and members of the public participating in such meeting can hear each other during the meeting. Any members of the Administrative Board participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

(g) Bylaws. The Administrative Board shall be authorized to establish bylaws that govern procedures of that Board and the SCORE Facility's general operations.

(h) Administrative Board Review. A general or particular authorization or review and concurrence of the Administrative Board by majority vote shall be necessary for all capital expenditures or contracts in excess of \$50,000.

**Section 6. Operations Board.**

(a) Formation. There is further established an Operations Board which shall consist of up to nine (9) members selected as provided in this paragraph. One (1) member shall be designated by each of the Member Cities, and up to two (2) at-large members shall be selected, by majority vote, by the Subscribing Agencies to represent the police departments of the Subscribing Agencies. At the time set for election of the at-large members, only the representatives of the Subscribing Agencies, then in attendance, will participate in the election. The Member Cities' Operations Board representatives shall not participate in the at-large member elections. The at-large members shall serve one-year terms, unless otherwise determined by majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

(b) Voting and Meetings of the Operations Board. Each member of the Operations Board shall have an equal vote in all Operations Board decisions. The Operations Board shall be authorized to establish bylaws that govern its procedures. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the Operations Board. The Operations Board shall elect a presiding officer from its members and shall likewise determine the time and place of its meetings; at least one (1) regular meeting shall be held each month at a time and place designated by the presiding officer or a majority of its members. Special meetings may be called by the presiding officer or any two (2) members upon giving all other members not less than 24 hours prior written notice (electronic or facsimile notice acceptable). In an emergency, the Operations Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all of the members of the Operations Board. All meetings shall be open to the public to the extent required by chapter 42.30 RCW.

A majority of the members of the Operations Board must be present at any meeting of the Operations Board to comprise a quorum, and for the Operations Board to transact any business. Proxy voting shall not be allowed. Members of the Operations Board may participate in a meeting through the use of any means of communication by which all members and members of the public participating in such meeting can hear each other during the meeting. Any members of the Operations Board participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

**Section 7. Facility Director.**

Not later than one hundred eighty (180) days prior to the completion of the SCORE Facility, the Operations Board shall recommend to the Administrative Board a person to act as the Facility Director. The Administrative Board may accept or reject the Operations Board recommendation. Such Facility Director shall be responsible to the Administrative Board, shall develop the Budget in consultation with the Operations Board and other appropriate means in

order to fully implement the purposes of this SCORE Formation Interlocal Agreement. The Facility Director shall administer the program in its day-to-day operations consistent with the policies adopted by the Administrative Board. Such Facility Director shall have experience in technical, financial and administrative fields, and such appointment shall be on the basis of merit only.

**Section 8. Personnel Policy.**

(a) The Operations Board shall submit to the Administrative Board within one hundred eighty (180) days prior to the completion of the SCORE Facility, a proposed personnel policy for the SCORE Facility for its approval, rejection or modification. All of such modifications or revisions shall be subject to the final approval of the Administrative Board.

(b) Such personnel policy shall provide for the initial appointment to the SCORE Facility's staff from the personnel presently, permanently appointed or assigned as corrections officers in the Member Cities. Additional employees shall be appointed by the Facility Director upon meeting the qualifications established by the Operations Board and adopted by the Administrative Board. None of such employees shall be commissioned members of any emergency service, but may be eligible for membership under the Public Employees Retirement Systems (PERS), or Public Safety Employees Retirement System (PSERS), as provided by law.

**Section 9. Budget, Policies and Operations.**

(a) The Facility Director shall distribute a proposed Budget to the Operations Board on or before August 1 of each year, which Budget shall then be provided to the Administrative Board no later than September 1 of such year. Thereafter, the Member Cities shall be advised of the programs and objectives as contained in said proposed Budget, and of the required financial participation for the ensuing year.

(b) The Administrative Board shall develop financial policies for SCORE as part of the budgetary process. Such policies may include, but are not limited to, (1) items to be provided for in the Budget, (2) a minimum contribution amount for each Member City to pay for Costs of Maintenance and Operation, (3) the process for allocating unexpended amounts paid by the Member Cities for Costs of Maintenance and Operation and assessing the Member Cities in the event of cost overruns, (4) establishing and maintaining reserve accounts, if any, and (5) the process for adding a new party to this SCORE Formation Interlocal Agreement.

(c) The allocation of prorated financial participation among the Member Cities shall be calculated as provided in Section 15 hereof. Each Member City shall be unconditionally obligated to provide its allocable share of costs as provided in this SCORE Formation Interlocal Agreement.

**Section 10. Contracts and Support Services.**

(a) The Administrative Board (or the Operations Board or the Facility Director, if so designated by the Administrative Board) shall, as necessary, contract with local governments for

the use of space for its operations, auxiliary services including but not limited to records, payroll, accounting, purchasing, and data processing, and for staff prior to the selection of a Facility Director for the SCORE Facility.

(b) The Member Cities hereby agree to furnish legal assistance, from time to time, as approved by the Administrative Board. The Administrative Board may contract with the City Attorney of a Member City, other local government, or independent legal counsel as necessary.

**Section 11. Policy and System Evaluation.**

The Facility Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operations effectiveness for correctional services so as to provide maximum and ultimate benefits to the members of the general public. The Facility Director shall present his or her recommendations to the Operations Board from time to time. Any substantive change or deviation from established policy shall be subject to the prior approval of the Administrative Board.

**Section 12. Additional Services Authorized.**

The Administrative Board shall evaluate and determine the propriety of including additional correctional services for local governments, whenever so required, and shall determine the means of providing such services, together with its costs and effects. These additional services may include, but shall not be limited to the following: alternatives to incarceration, inmate transportation systems, and consolidated court services.

**Section 13. Inventory and Property.**

(a) Equipment and furnishings for the operation of the SCORE Facility shall be acquired by SCORE as provided by law. If any Member City furnishes equipment or furnishings for SCORE's use, title to the same shall remain with the respective local entity unless that equipment is acquired by SCORE.

(b) The Facility Director shall, at the time of preparing the proposed Budget for the ensuing year, submit to the Operations Board a complete inventory together with current valuations of all equipment and furnishings owned by, leased or temporarily assigned to SCORE. In case of dissolution of SCORE, such assigned or loaned items shall be returned to the lending governmental entity and all other items, including real property, or funds derived from the sale thereof, shall be distributed in accordance with Section 4(f) above.

(c) Title to real property purchased or otherwise acquired shall be held in the name of SCORE; provided however, that for valuable consideration received, SCORE may convey ownership of any real property as may be approved by supermajority vote (majority plus one) of the Administrative Board.

**Section 14. Local Control.**

Each Member City and Subscribing Agency shall retain the responsibility and authority for the operation of its police departments, and for such equipment and services as are required at its place of operation to utilize the SCORE Facility.

**Section 15. SCORE Facility Financing and Construction; SCORE Facility Public Development Authority.**

(a) SCORE Facility. In order to provide necessary services for the Member Cities and the Subscribing Agencies, SCORE shall acquire, construct, improve, equip, maintain and operate the SCORE Facility. The SCORE Facility is expected to be located in the City of Des Moines, Washington.

(b) Contracts for the SCORE Facility. The Administrative Board shall authorize, and the Presiding Officer of the Administrative Board, or his or her approved designee, will execute contracts for the development of the SCORE Facility. These contracts shall include, without limitation, contracts for architectural design and engineering, project management services; real estate acquisition, and construction.

(c) SCORE Facility Public Development Authority. In order to finance costs of acquiring, constructing, improving and equipping the SCORE Facility, the City of Renton has chartered the SCORE Facility Public Development Authority. The purpose of the SCORE Facility Public Development Authority is to issue Bonds to finance and refinance the acquisition, construction, improvement and equipping of the SCORE Facility. The Administrative Board shall serve *ex officio* as the Board of Directors of the SCORE Facility Public Development Authority as further provided in the Authority's organizational charter. Upon issuance of Bonds by the SCORE Facility Public Development Authority, Bond proceeds shall be deposited on behalf of SCORE and used for the purposes set forth herein. SCORE shall be obligated to make payments to the SCORE Facility Public Development Authority at the time and in the amounts required to pay principal of and interest on the Bonds and any administrative costs of the SCORE Facility Public Development Authority.

(d) SCORE Facility Financing.

(1) *Capital Contributions.* Each Owner City shall be obligated to pay an amount equal to its Capital Contribution without regard to the payment or lack thereof by any other Owner City. No Owner City shall be obligated to pay the Capital Contribution of any other Owner City, and each Owner City shall be obligated to budget for and pay its Capital Contribution. The obligation of each Owner City to pay its Capital Contribution shall be an irrevocable full faith and credit obligation of such Owner City, payable from property taxes levied within the constitutional and statutory authority provided without a vote of the electors of the Owner City on all of the taxable property within the Owner City and other sources of revenues available therefor. Each Owner City has or will set aside and include in its calculation of outstanding nonvoted general obligation indebtedness an amount equal to the principal component of its Capital

Contribution for so long as Bonds remain outstanding, unless relieved of such payment in accordance with Section 4(g). Each Owner City's obligation to pay the Capital Contribution shall not be contingent on the receipt of any revenues from other sources, including but not limited to Subscribing Agencies or the Host City.

An Owner City may prepay its Capital Contribution in a manner that is consistent with the authorizing documents for the Bonds; provided, however, that any such prepayment of one or more Owner Cities shall not affect the Capital Contribution of the remaining Owner Cities. Any Owner City that elects to prepay its Capital Contribution shall be responsible for paying all costs associated with such prepayment.

(2) *Costs of Maintenance and Operation.* Subject to the terms of the financial policies established by the Administrative Board pursuant to Section 9(b) of this SCORE Formation Interlocal Agreement, each Member City shall be obligated to pay its allocable portion of Costs of Maintenance and Operation of the SCORE Facility, including any debt issued to finance such costs, as determined in this subsection.

(i) Until the end of the first calendar year of operations of the SCORE Facility (estimated to be December 31, 2012), the allocable portion that each Member City shall be obligated to pay of Costs of Maintenance and Operation in such year shall be equal to the Member City's 2007 average daily population in all correctional facilities (as provided in the SCORE financial policies) multiplied by the Costs of Maintenance and Operation.

(ii) Commencing with the calendar year following the first calendar year of operations, the allocable portion that each Member City shall be obligated to pay of Costs of Maintenance and Operation shall be based on the Member City's average daily population in the SCORE Facility, as supplemented as necessary with the average daily population allocable to the Member Cities in all correctional facilities, for the 12-month period ending June 30 of the preceding year.

(iii) Commencing with the third calendar year of operations, the allocable portion that each Owner City shall be obligated to pay of Costs of Maintenance and Operation shall be based on the Member City's average daily population in the SCORE Facility for the 12-month period ending June 30 of the preceding year.

(e) Billing and Allocation of Revenues. Each Member City shall be billed for its Capital Contribution and its portion of Costs of Maintenance and Operation, as applicable, on a semiannual basis, or more frequently as determined by the Administrative Board, calculated as provided for in Section 15(d) above. Revenues received in a calendar year from Subscribing Agencies or from sources other than the contributions described in Section 15(d) above shall be allocated among the Member Cities as follows: (i) each Member City shall receive a credit against its obligation to pay Costs of Maintenance and Operation based on that Member City's proportional average daily population as calculated in Section 15(d)(2) above, and (ii) each

Owner City shall receive a credit against its Capital Contribution based on that Owner City's proportional Owner Percentage.

(f) Host City. Pursuant to RCW 35.21.740, the City of Des Moines, as the Host City, hereby authorizes the City of Renton to operate the SCORE Facility Public Development Authority within the corporate limits of the City of Des Moines in a manner consistent with the terms of this SCORE Formation Interlocal Agreement. The Host City shall enter into a written agreement with SCORE and any of the Owner Cities, as applicable, to establish a host city fee to be paid in exchange for the availability of the SCORE Facility.

(g) Tax-Exemption. The Member Cities shall not (1) make any use of the proceeds from the sale of Bonds or any other money or obligations of the SCORE Facility Public Development Authority or the Member Cities that may be deemed to be proceeds of the Bonds pursuant to Section 148(a) of the Code that will cause the Bonds to be "arbitrage bonds" within the meaning of said Section and said regulations, or (2) act or fail to act in a manner that will cause the Bonds to be considered obligations not described in Section 103(a) of the Code.

(h) Additional Financing. Notwithstanding anything to the contrary in this SCORE Formation Interlocal Agreement, bonds, notes or other evidences of borrowing may be issued from time to time by the SCORE Facility Public Development Authority or another issuer pursuant a separate agreement between one or more Member Cities and other entities to provide additional financing for the SCORE Facility on terms as agreed upon by the parties thereto.

(i) Special Facility Designation. The SCORE Facility, including all equipment, furnishings, and fixtures is critical to the ability of the Member Cities and the Subscribing Agencies to provide necessary and secure correctional services and assure public safety. Consequently, the SCORE Facility is essential to the preservation of the public health, safety, and welfare. As a result, the SCORE Facility's equipment, furnishings, and fixtures are special facilities subject to unique standards. Accordingly, based on the facts presented in this subsection, it is hereby resolved that the established policy of the Member Cities is that the SCORE Facility constitutes a "special facility" under RCW 39.04.280(1)(b), and all purchases of any kind or nature for the SCORE Facility shall be exempt from competitive bidding requirements as prescribed by Washington State statute but shall be governed by the procurement policy established by the Administrative Board as amended from time to time.

#### **Section 16. Preliminary Costs of the SCORE Facility; Bellevue Property**

The Administrative Board shall allocate costs associated with the design, acquisition, construction, improvement and equipping of the SCORE Facility prior to the issuance of the Bonds by the SCORE Facility Public Development Authority among the Member Cities by an affirmative vote of a supermajority (majority plus one) of the of the Member Cities, two (2) of which shall have the highest and the second highest average daily population in the SCORE Facility for the 12-month period ending June 30 of the preceding year. Any costs of the SCORE Facility paid by a Member City pursuant to this section may be reimbursed out of proceeds of Bonds to the extent permitted by law.



The Member Cities hereby agree that any net proceeds received from the sale of the property located at 1440 116<sup>th</sup> Avenue NE, Bellevue, Washington and 1412 116<sup>th</sup> Avenue NE, Bellevue, Washington (estimated to be approximately \$3,180,000) shall be deposited with SCORE and used to finance costs associated with the design, acquisition, construction, improvement and equipping of the SCORE Facility.

**Section 17. Compliance with Continuing Disclosure Requirements**

To the extent necessary to meet the conditions of paragraph (d)(2) of United States Securities and Exchange Commission Rule 15c2-12 (the "Rule"), as applicable to a participating underwriter or remarketing agent for Bonds, each Owner City will enter into an undertaking in a form acceptable at the time to the participating underwriter or remarketing agent, as the case may be.

**Section 18. Filing of Agreement**

Upon execution, this SCORE Formation Interlocal Agreement shall be filed as required in RCW 39.34.040.

**Section 19. Severability**

If any part, paragraph, section or provision of this SCORE Formation Interlocal Agreement is adjudged to be invalid by any court of competent jurisdiction such adjudication shall not affect the validity of any remaining section, part or provision of this SCORE Formation Interlocal Agreement.

**Section 20. Execution and Amendment**

This SCORE Formation Interlocal Agreement shall be executed on behalf of each Member City by its Designated Representative, or other authorized officer of the Member City, and pursuant to an appropriate motion, resolution or ordinance of each Member City. This SCORE Formation Interlocal Agreement shall be deemed adopted upon the date of execution by the last so Designated Representative or other authorized officer.

This SCORE Formation Interlocal Agreement may not be effectively amended, changed, modified or altered, except by an instrument in writing duly executed by the Designated Representative, or other authorized officer, of each Member City and pursuant to an appropriate motion, resolution or ordinance of each Member City, so long as such amendment does not materially adversely affect the owners of the Bonds or affect the tax-exempt status of the interest paid on the Bonds. If the Bonds issued by the SCORE Facility Public Development Authority are rated by a rating agency, then no amendment that adds or removes an Owner City from this SCORE Formation Interlocal Agreement or revises Section 15 of this SCORE Formation Interlocal Agreement shall be permitted unless the SCORE Facility Public Development Authority has received written confirmation from the rating agency that such amendment will not result in a reduction or withdrawal of the rating on the Bonds. If the Bonds are not rated by a rating agency, then no such amendment as described in the preceding sentence will be permitted

unless in the opinion of the SCORE Facility Public Development Authority such amendment will not materially adversely affect the owners of the Bonds.

**Section 21. Third Party Beneficiaries**

The SCORE Facility Public Development Authority and the holders from time to time of the Bonds shall be third party beneficiaries hereof and the commitments made herein shall be for their further benefit.

**Section 22. Hold Harmless**

The parties to this SCORE Formation Interlocal Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this SCORE Formation Interlocal Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the participating members. Any loss or liability resulting from the negligent acts errors or omissions of the Administrative Board, Operations Board, Facility Director and or staff, while acting within the scope of their authority under this SCORE Formation Interlocal Agreement shall be borne by SCORE exclusively.

**Section 23. Counterparts**

This SCORE Formation Interlocal Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this SCORE Formation Interlocal Agreement as of the day and year first written above.

CITY OF AUBURN

CITY OF RENTON

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF DES MOINES

CITY OF TUKWILA

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF FEDERAL WAY

CITY OF BURIEN

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SEATAC

By: \_\_\_\_\_

**RESOLUTION NO. 09-015**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the creation of a Police Confidential Imprest Fund and a Farmers Market Imprest Fund.

**WHEREAS**, the City currently maintains a Police Confidential Imprest Fund to record and account for the use of assets and funds resulting from seizure and forfeiture of property involved in transactions violating the Uniform Controlled Substances Act, using the forfeited property and net proceeds received for expansion and improvement of drug enforcement activity in the City; and

**WHEREAS**, the City also currently maintains a Farmers Market Imprest Fund to reimburse participating vendors for the coupons they have accepted for \$2 discounts on purchases made at their respective booths, and to give change as necessary for cash payments received for Market space rentals; and

**WHEREAS**, State law requires authorization by the governing body to create imprest funds.

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

Section 1. The City of SeaTac City Council authorizes the creation of a Police Confidential Imprest Fund.

Section 2. The City of SeaTac City Council also authorizes the creation of a Farmers Market Imprest Fund.

PASSED this 8th day of September, 2009 and signed in authentication thereof on this 8th day of September, 2009.

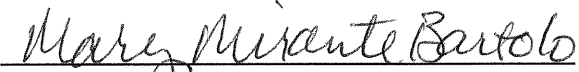
CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Creation of Imprest Funds]

**RESOLUTION NO. 09-016**

A RESOLUTION of the City Council of the City of SeaTac, Washington designating the Riverton site as a location to fly model aircraft, through September 30, 2010.

**WHEREAS**, SMC 2.45.510 provides that flying model rockets or airplanes is prohibited in any park unless designated and/or posted for that purpose; and

**WHEREAS**, the City Council finds that it is appropriate to designate the Riverton site as an area where airplanes may be flown; and

**WHEREAS**, it is appropriate to allow such use at the Riverton site for a one year trial period, through September 30, 2010;

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

1. Aircraft may be flown at the Riverton site through September 30, 2010, so long as the requirements of SMC 2.45.510 are met.
2. The City Manager or designee shall post signage at the Riverton site as to the specific portion of the Riverton site where aircraft may be flown.

**PASSED** this 22nd day of September, 2009 and signed in authentication thereof on this 22nd day of September, 2009.

**CITY OF SEATAC**

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Ralph Shape, Mayor

ATTEST:

---

Kristina Gregg, City Clerk

Approved as to Form:

---

Mary E. Mirante Bartolo, City Attorney

[Riverton site Model Aircraft Area]

**RESOLUTION NO. 09-017**

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager or Finance and Systems Director to designate certain expenditures for potential reimbursement from bonds that may be authorized and approved for issuance by the City Council in the future.

**WHEREAS**, the City of SeaTac, Washington (the “City”) issues tax exempt obligations from time to time (including bonds, leases and lines of credit) for the purpose of financing its governmental activities; and

**WHEREAS**, the United States Department of the Treasury has promulgated regulations limiting the ability of the City to use the proceeds of tax-exempt obligations for reimbursement of prior expenditures; and

**WHEREAS**, the regulations permit the City to appoint one or more officials for the purpose of identifying and qualifying capital projects for reimbursement purposes;

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

**Section 1. Appointment of City Manager and Finance and Systems Director.** Pursuant to U.S. Treasury Regulation Section 1.150-2(e)(1), the City Council hereby designates and appoints the City Manager and Finance and Systems Director of the City as the responsible officials for the purpose of issuing statements of official intent in compliance with Treasury Regulation Section 1.150-2.

**Section 2. Statements of Official Intent.** Upon a determination by the City Manager or Finance and Systems Director that the costs of a particular capital project may be reimbursed from the proceeds of a tax exempt obligation(s) of the City, the City Manager or Finance and Systems Director are authorized and directed to execute a certificate of official intent, substantially in the form attached hereto as Exhibit A. Each certificate so executed shall become a part of the official records of the City available for public inspection and review.

**Section 3.** No capital projects will be undertaken unless such projects have been previously approved in the customary manner by the City Council, and the execution of any intent certificate shall not obligate the City to issue any debt all of which shall require separate and additional official approval by the City Council.

**PASSED** this 13th day of October, 2009 and signed in authentication thereof on this 13th day of October, 2009.

**CITY OF SEATAC**

\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Reimbursement Resolution]



## CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting City Clerk of the City of SeaTac, Washington (the "City"), and keeper of the records of the City Council of the City (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached Resolution No. \_\_\_\_\_ (herein called the "Resolution") is a true and correct copy of a resolution of the City, as passed at a regular meeting of the Council held on the \_\_\_\_ day of \_\_\_\_\_, 2009 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2009.

---

City Clerk  
City of SeaTac, Washington

**EXHIBIT A**

**FORM OF OFFICIAL INTENT CERTIFICATE**

Pursuant to Resolution No. \_\_\_\_ of the City Council of the City of SeaTac, Washington (the “City”), the undersigned, [City Manager/Finance and Systems Director] of the City hereby states as follows:

**SECTION 1.** The City reasonably expects to reimburse the expenditures described herein with the proceeds of debt to be incurred by the City (the “Reimbursement Bonds”).

**SECTION 2.** The maximum principal amount of Reimbursement Bonds expected to be issued is \$\_\_\_\_\_.

*[Select one version of Section 3]*

**SECTION 3.** The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Bonds are for \_\_\_\_\_ [insert general functional description of the property, project or program].

**OR**

**SECTION 3.** The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Bonds will be made from \_\_\_\_\_ [insert name of fund or account from which the expenditure will be made and description of the functional purpose of the fund, for example, capital improvement program].

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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[City Manager/Finance and Systems Director]

# **SUMMARY OF INTERNAL REVENUE SERVICE REIMBURSEMENT BOND GUIDELINES**

## **INTRODUCTION**

If the rules described in this memorandum are followed, reimbursement bond proceeds will be treated as “spent” when they are allocated to reimburse an issuer or a private activity bond conduit borrower for prior capital expenditures. This will free the reimbursement bond proceeds from federal tax rules such as the arbitrage rebate requirements. These rules may apply to only a portion of a bond issue.

### **Definition of Reimbursement Bond**

A reimbursement bond is the portion of a bond issue used to reimburse the issuer or conduit borrower for an original expenditure made before the reimbursement bonds are issued and paid from a source other than a reimbursement bond.

### **Short Summary**

The issuer or conduit borrower must declare official intent to issue bonds to reimburse itself not later than 60 days after payment of the original expenditure.

- The issuer must declare official intent if the reimbursement bond is a private activity bond (other than a qualified 501(c)(3) bond, a qualified mortgage bond, a qualified student loan bond or a qualified veterans’ mortgage bond). For other types of bonds, either the issuer or the conduit borrower may declare official intent.
- Reimbursement bond proceeds must be allocated to payment for the original expenditure within 18 months after the expenditure was paid or the financed property was placed in service (whichever is later), but in no event more than three years after the original expenditure was paid (these time limits are longer for certain under-\$5 million bond issuers).
- If the issuer qualifies for the arbitrage rebate exception for small governmental issuers that expect to issue \$5,000,000 or less of bonds in the calendar year, reimbursement bond proceeds must be allocated to payment for the original expenditure within three years after the expenditure was paid or the financed property was placed in service (whichever is later).
- The expenditure financed with reimbursement bond proceeds must be a capital expenditure, an issuance cost for the reimbursement bonds, an extraordinary working capital item, a grant, a qualified student loan or a qualified veterans’ mortgage loan.
- Certain de minimis preliminary expenditures may be paid earlier than 60 days before declaration of official intent, and the 18-month or three-year maximum reimbursement period does not apply to these items.

## **Effective Date**

The new reimbursement rules apply to bonds issued after June 30, 1993.

## **No Application to Certain Bonds**

The 60 day official intent declaration requirement and the timing of issuance of the reimbursement bonds do not apply to the smaller of \$100,000 or five percent of the bond proceeds. Original expenditures up to this amount may be reimbursed with bond proceeds without following the reimbursement bond rules.

Similarly, the 60 day official intent declaration requirement and the 18-month or three year maximum reimbursement period does not apply to preliminary expenditures of up to 20% of the issue price of the reimbursement bonds. Preliminary expenditures include architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred before commencement of acquisition, construction or rehabilitation of the financed property. Land acquisition, site preparation and other costs incident to commencement of construction do not constitute preliminary expenditures.

## **PRELIMINARY REQUIREMENTS**

This section describes the requirements that bond issuers or conduit borrowers must meet within 60 days of paying any original expenditure that they intend to reimburse with tax-exempt bond proceeds.

### **Official Intent Declaration Requirement**

The municipal issuer or ultimate borrower of the bond proceeds must declare “official intent” for the original expenditure within 60 days of paying the expenditure. This official intent may be made before any expenditures are paid. The points that must be covered in the official intent declaration are as follows:

- The declaration of official intent may be made in any reasonable form including a resolution of the issuer, action of an authorized person or specific legislative authorization for a particular project.
- The declaration of official intent must contain a general functional description of the project, property or program to be financed by the reimbursement bonds (for example, “school building renovation,” “highway capital improvement program”). A project description is sufficient if it identifies, by name and functional purpose, the fund or account from which the original expenditure is paid (for example, “parks and recreation fund--recreational facility capital improvement program”).
- The declaration of official intent must state the maximum principal amount of debt expected to be issued (or incurred) for the project.

### **Timing Requirement for Official Intent Declaration**

The issuer or the conduit borrower must declare its official intent within 60 days of making the original expenditure with respect to which it will issue reimbursement bonds. The official intent declaration may be adopted before any expenditures are made.

### **Type of Property Requirement**

The expenditure to be reimbursed must be a “capital” expenditure. A capital expenditure is any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles. Most working capital cannot be financed with the proceeds of reimbursement bonds. Original expenditures for extraordinary, non-recurring items that are not customarily payable from current revenues, such as casualty losses or extraordinary legal judgments in amounts in excess of reasonable insurance coverage may be financed with reimbursement bond proceeds. In addition, costs of issuance of the reimbursement bonds may be financed as can grants, qualified student loans, qualified mortgage loans or qualified veterans’ mortgage loans.

### **Reasonableness Requirement**

On the date of adoption of the official intent declaration, the issuer or conduit borrower must have a reasonable expectation that it will reimburse the original expenditure with proceeds of the reimbursement bonds. Official intent declarations made as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for the project are not reasonable. Similarly, a pattern of failing to reimburse original expenditures covered by official intent declarations is evidence of unreasonableness.

## **REFINANCING RULES**

Rules prohibit reimbursement bond proceeds from being applied to pay principal or interest on an obligation that financed an original expenditure. Prior reimbursement bonds may be refunded if the prior reimbursement bonds met the reimbursement requirements in effect on the date they were issued.

## **BOND ISSUANCE REQUIREMENTS**

There are certain bond issuance and proceeds allocation requirements that must be met at the time of issuance of the reimbursement bonds.

### **Timing Requirements for Reimbursement Bonds**

Reimbursement bonds must be issued and bond proceeds allocated to reimburse the issuer or conduit borrower not later than the date that is 18 months after:

- (a) the date the original expenditure was paid, or
- (b) the date that the project to be financed was placed in service.

but in no event more than three years after the original expenditure was paid.

In the case of governmental units with general taxing powers that expect to issue no more than \$5 million of governmental bonds in the calendar year, reimbursement bonds that are not private activity bonds must be issued within three years of the date the original expenditure was paid or within three years after the property is placed in service.

### **Allocation Requirement**

In order for reimbursement bond proceeds to be treated as expended, the bond proceeds must be “allocated” to the expenditures on the books and records of the issuer or conduit borrower. The allocation must result in the bond proceeds being relieved from all restrictions or covenants contained in the bond documents and state law. An allocation made within 30 days of issuance of the reimbursement bonds may be treated as made on the date of issuance of the reimbursement bonds.

An allocation is invalid and does not result in an expenditure of reimbursement bond proceeds if, within one year after the allocation, money corresponding to the proceeds of the reimbursement bonds allocated to the original expenditure are used to create a sinking fund, pledged fund or otherwise establish an account that has a nexus to the governmental purpose of the reimbursement bonds resulting in the creation of replacement funds.

### **Reasonable Changes to Project**

The rules allow reasonable deviations between the project descriptions contained in the intent resolutions and the actual projects financed by the reimbursement bond proceeds. The project actually financed must be reasonably related in function to the project described in the official intent declaration.

**RESOLUTION NO. 09-018**

A RESOLUTION of the City Council of the City of SeaTac, Washington removing Craig Ward from the position of City Manager and suspending Craig Ward from the duties of City Manager.

**WHEREAS**, the City Council of the City of SeaTac has previously passed a Motion under Agenda Bill #2565 on August 9, 2005 appointing Craig Ward as City Manager; and

**WHEREAS**, RCW 35A.13.130 provides that at least thirty days before the effective date of the removal of a City Manager, the City Manager must be furnished with a formal statement in the form of a Resolution passed by a majority vote of the City Council stating the Council's intention to remove him and the reasons therefore; and

**WHEREAS**, the City Council of the City of SeaTac has determined that Craig Ward should be removed from the position of City Manager; and

**WHEREAS**, RCW 35A.13.130 provides upon passage of a Resolution stating the Council's intention to remove the manager, the Council by a similar vote may suspend him from duty, but his pay shall continue until his removal becomes effective;

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

**Section 1.** That the City Council of the City of SeaTac, Washington believes that it is in the best interest of the City that Craig Ward be removed from the position of City Manager effective midnight, Thursday, October 22, 2009.

**Section 2.** A copy of this Resolution shall be provided as soon as possible to Craig Ward by the Mayor. Craig Ward may, within 30 days from the date of service upon him of such copy, reply in writing to this Resolution. In the event that no reply is timely filed, the Resolution shall, upon the 31<sup>st</sup> day from the date of such service, constitute the final Resolution removing the City Manager, and his services shall terminate on that day. If a reply is timely filed with the City

Clerk, the City Council shall fix a time for a public hearing upon the question of the City Manager's removal and final Resolution removing the City Manager shall not be adopted until a public hearing has been had.

**Section 3.** That the City Council of the City of SeaTac Washington suspends Craig Ward from all his duties as City Manager of the City of SeaTac, Washington effective immediately.

**Section 4.** In accordance with RCW 35A.13.130 and RCW 35A.13.140, Craig Ward will continue to receive compensation until his removal shall become effective. Upon the removal of Craig Ward becoming effective as provided in RCW 35A.13.130 and RCW 35.13.140, his compensation shall cease under the provisions of said statutes, at which time severance in accordance with Section 12 of the Amended and Restated Employment Agreement dated September, 2009 between Craig Ward and the City of SeaTac will commence.

**PASSED** this 22nd day of October, 2009 and signed in authentication thereof on this 22nd day of October, 2009.

**CITY OF SEATAC**

\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[City Manager Removal]



**RESOLUTION NO. 09-019**

A RESOLUTION of the City Council of the City of SeaTac, Washington designating an Acting City Manager.

**WHEREAS**, the City Council of the City of SeaTac has previously passed Resolution 09-018, that removed Craig Ward from the position of City Manager and suspending him from his duties; and

**WHEREAS**, RCW 35.13.150 provides that the City Council may designate a qualified administrative officer of the City to perform the duties of City Manager during the absence, disability, or suspension of the City Manager;

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

**Section 1.** The City Council of the City of SeaTac, Washington designates Todd Cutts as the Acting City Manager and qualified administrative officer of the City.

**PASSED** this 22nd day of October, 2009 and signed in authentication thereof on this 22nd day of October, 2009.

**CITY OF SEATAC**

\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

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Mary E. Mirante Bartolo, City Attorney

[Appointing Acting City Manager]

**RESOLUTION NO. 09-020**

A RESOLUTION of the City Council of the City of SeaTac, Washington, ordering the cancellation of outstanding municipal checks.

**WHEREAS**, RCW 39.56.040 requires that outstanding, stale dated municipal checks be cancelled by passage of a resolution; and

**WHEREAS**, the City of SeaTac has a number of outstanding, stale dated municipal checks that need be cancelled; and

**WHEREAS**, the Finance Department has made all reasonable attempts to resolve these outstanding municipal checks; and

**WHEREAS**, the City Council of the City of SeaTac wishes to cancel all outstanding, stale dated municipal checks as detailed in Exhibit A;

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

Section 1. The SeaTac City Council declares the cancellation of municipal checks as detailed in Exhibit A.

**PASSED** this 3rd day of November, 2009, and signed in authentication thereof on this 3rd day of November, 2009.

**CITY OF SEATAC**

\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

**RESOLUTION NO. 09-021**

A RESOLUTION of the City Council of the City of SeaTac, Washington confirming the City Manager's appointment of Stephen K. Causseaux, Jr. as the City Hearing Examiner, providing for appointment of a Hearing Examiner Pro-Tem, and authorizing the City Manager to enter into contracts for Hearing Examiner services.

**WHEREAS**, Section 1.20.030 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

**WHEREAS**, Section 1.20.060 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner Pro-Tem by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

**WHEREAS**, the City Manager believes that Stephen K. Causseaux, Jr. is qualified to serve as the City's Hearing Examiner, based upon his qualifications, including their training, actual experience in, and knowledge of administrative and quasi-judicial hearings on zoning, subdivision, and other land use regulatory enactments; and

**WHEREAS**, the City Manager appoints Stephen K. Causseaux, Jr. as the City Hearing Examiner subject to confirmation of the City Council; and

**WHEREAS**, the City Council finds that it is appropriate that the Hearing Examiner appoint a Hearing Examiner Pro-Tem, as necessary, subject to the approval of the City Manager or designee, to fulfill the duties of the Hearing Examiner set forth in the SeaTac Municipal Code;

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

1) The appointment by the City Manager of Mr. Stephen K. Causseaux, Jr. to the position of City Hearing Examiner is hereby confirmed through December 31, 2011, as specified by Ordinance, and the jurisdiction of Mr. Causseaux to perform all previous official acts, hearings, and decisions are confirmed and ratified in all respects; and

2) The Hearing Examiner is authorized to appoint, as necessary, a Hearing Examiner Pro-Tem, subject to approval by the City Manager or designee, in order to fulfill the duties of Hearing Examiner as set forth in the SeaTac Municipal Code; and

3) The City Manager is authorized to enter into contracts, in substantially similar form as attached hereto in Exhibit A, for Hearing Examiner services with the Hearing Examiner and Hearing Examiner Pro-Tem.

**PASSED** this 3rd day of November, 2009 and signed in authentication thereof on this 3rd day of November, 2009.

**CITY OF SEATAC**

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Ralph Shape, Mayor

ATTEST:

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Kristina Gregg, City Clerk

Approved as to Form:

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Mary E. Mirante Bartolo, City Attorney

[Confirmation of Hearing Examiner]

**RESOLUTION NO. 09-022**

A RESOLUTION of the City Council of the City of SeaTac, Washington making clear the City of SeaTac's support of the City of Seattle's proposal to host the 2018/2022 Fédération Internationale de Football Association (FIFA) World Cup™.

**WHEREAS**, the City of Seattle is one of twenty-seven cities in the United States being considered by the USA Bid Committee, Inc. to host the 2018 or 2022 Fédération Internationale de Football Association (FIFA) World Cup™; and

**WHEREAS**, the Puget Sound region has attracted large, enthusiastic crowds for professional matches since 1976 when the Seattle Sounders broke Major League Soccer attendance records and merchandise sales in their first season; and

**WHEREAS**, more than 125,000 young people actively compete in soccer matches around Washington State and the FIFA World Cup™ will provide the region with a unique opportunity to inspire new generations of soccer enthusiasts; and

**WHEREAS**, the United States received an estimated \$4 billion in economic benefits from hosting the 1994 FIFA World Cup™, and soccer fans bring significant additional revenue to the host SeaTac's hotels, restaurants, shops, and tax coffers; and

**WHEREAS**, the Mayor and City Council share a common goal of promoting SeaTac's stature, diversity, and economic vitality, which will be enhanced by hosting the 2018 or 2022 FIFA World Cup™; and

**WHEREAS**, the 2018 or 2022 FIFA Confederations Cup, a major international tournament in its own right will also be played in regional venues; and

**WHEREAS**, the Seattle Host Committee will bring local leaders from government, international corporations, global marketing campaigns, community development associations, the hospitality industry, and professional sports franchises together to ensure Seattle maximizes the economic, cultural, and social benefits of being a FIFA World Cup™ host city, while promoting FIFA’s goals of corporate and social responsibility and environmental awareness, the surrounding region, including SeaTac will benefit from this convergence; and

**WHEREAS**, FIFA will determine final host countries for 2018 and 2022 by December 2010 and, along with the USA Bid Committee, will determine final host cities five years prior to the event; and

**WHEREAS**, the effectiveness of Seattle’s proposal will be enhanced by cooperation from neighboring cities, such as SeaTac;

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

The City of SeaTac encourages the City of Seattle to continue its pursuit to host the 2018/2022 FIFA World Cup™ and market the region, and the United States, as an attractive host for an international soccer tournament.

**PASSED** this 3rd day of November, 2009 and signed in authentication thereof on this 3rd day of November, 2009.

**CITY OF SEATAC**

\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

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Kristina Gregg, City Clerk

Approved as to Form:

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Mary E. Mirante Bartolo, City Attorney

[2018/2022 FIFA World Cup]



**RESOLUTION NO. 09-023**

A RESOLUTION of the City Council of the City of SeaTac, Washington, imposing a moratorium on acceptance of applications for rezones, land use permits, development permits, and building permits for new construction of commercial and multi-family structures, affecting certain parcels within the SeaTac/Airport Station Area to allow for creation of development standards for an overlay district.

**WHEREAS**, the City of SeaTac is a diverse suburban South King County community with over 25,000 citizens and a large, short-term transient population moving through the SeaTac International Airport and the hotels located within the City; and

**WHEREAS**, a portion of the City involves airport, airport commercial, commercial business, and industrial land uses, with the remainder of the City being primarily residential in nature; and

**WHEREAS**, the City Council believes that creation of a downtown in the SeaTac/Airport Station Area would create significant economic development which would benefit the City and its residents, and help provide for creation of a mix of possible transportation infrastructures (both vehicular and pedestrian), retail facilities, and public and private service facilities; and

**WHEREAS**, Sound Transit is currently constructing a light rail station at the intersection of South 176<sup>th</sup> Street and International Boulevard in the City of SeaTac, and light rail service to this station is scheduled to commence in late December, 2009; and

**WHEREAS**, the light rail station is located within the SeaTac/Airport Station Area; and

**WHEREAS**, RCW 35A.63.220 permits the City Council to adopt a moratorium relating to planning, zoning, and development regulations, subject to a public hearing within

sixty days of the date of passage, and further subject to findings of fact justifying the moratorium at either the time of passage or at the time of conclusion of the public hearing; and

**WHEREAS**, the existing zoning and development regulations in place in the SeaTac/Airport Station Area do not adequately allow for achievement of the downtown district, nor does it allow for a proper transit oriented development concept; and

**WHEREAS**, it was intended that staff present the SeaTac/Airport Station overlay to the City Council for action on December 8, 2009; and

**WHEREAS**, the creation of these development standards would create an overlay district in the area depicted in Exhibit A to this Resolution; and

**WHEREAS**, many property owners and citizens expressed concern about the adoption of standards that affect properties within the SeaTac/Airport Station Area without additional discussion and review; and

**WHEREAS**, the City Council desires to effect a temporary moratorium on changes to land uses and in acceptance of land use, development permits, and building permits within a portion of the SeaTac/Airport Station Area, in order to have continued discussions with affected property owners and citizens, in order to try and reach consensus as to a unified creation of an entertainment district transit oriented development concept within the SeaTac/Airport Station Area; and

**WHEREAS**, a moratorium is necessary to prevent piecemeal development of the SeaTac/Airport Station Area, which could destroy the viability of the creation of an entertainment district; and

**WHEREAS**, it is in the best interest of the City and its residents that a temporary moratorium be enacted in order to complete the development regulations for the SeaTac/Airport

Station proposed overlay district; and

**WHEREAS**, the City Council finds that creation of development regulations that would create and facilitate the creation of an entertainment district in the SeaTac/Airport Station Area would be greatly in the public interest; and

**WHEREAS**, potential applications for rezones, other land use and development permits, and building permits presently exist which may or may not be compatible with comprehensive planning (including the SeaTac/Airport Station Area Plan, that was formally adopted by the City Council in December, 2006), development regulations, and final decisions as to effect of a entertainment district development concept within the SeaTac/Airport Station Area;

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

**SECTION 1. Moratorium Established.** Through May 15, 2010, the City shall not accept applications for rezones, land use permits, development permits, or building permits for new construction of commercial and multi-family structures, affecting any property within the portion of the SeaTac/Airport Station Area depicted on the map and described within the attached Exhibit "A" to this Resolution.

**SECTION 2. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall cause appropriate notice to be given and shall hold a public hearing regarding the moratorium established in Section 1 of the Resolution not later than sixty (60) days after adoption hereof, and the City Council shall make findings of fact justifying the moratorium or rescind the same.

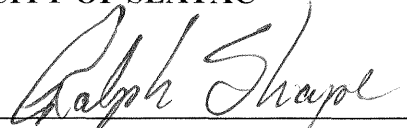
**SECTION 3. Publication of Moratorium.** The City Manager shall cause notice of this moratorium to be published in the City's official newspaper.

**SECTION 4. Effective Date.** This Resolution shall be in effect immediately upon passage.

**SECTION 5. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of the Resolution.

PASSED this 24th day of November, 2009, and signed in authentication thereof on this 24th day of November, 2009.

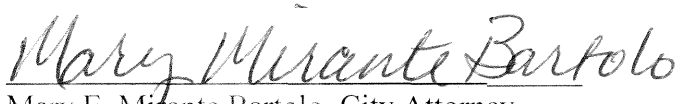
CITY OF SEATAC

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 11/24/09]

[SeaTac/Airport Station Area Moratorium]

# **Exhibit A**

## Map and Description of Area Subject to Moratorium

## **Description of Area of Subject to Moratorium**

The parcels in the City of SeaTac, King County, Washington, as bordered by the following:

North of South 176<sup>th</sup> Street;

South of South 170<sup>th</sup> Street;

West of 32<sup>nd</sup> Avenue South; and

East of International Boulevard.

Map of Area of Subject to Moratorium



**RESOLUTION NO. 09-024**

A RESOLUTION of the City Council of the City of SeaTac, Washington to authorize the City Manager to waive a public hearing on the proposed revisions to the Washington State Department of Transportation Limited Access boundary needed as a result of the Port of Seattle's Rental Car Facility Offsite Roads Improvement project.

**WHEREAS**, a public hearing is required pursuant to RCW 47.52.133 to gather input from affected property owners and local jurisdictions on changes in Washington State Department of Transportation limited access boundaries on SR518 due to the construction of a new ramp from South 160<sup>th</sup> Street to SR 518 as part of the Port of Seattle's Offsite Road Improvement project; and

**WHEREAS**, the Port of Seattle are the only affected property owner and the Port and City are the local jurisdictions in the area of the revised limited access boundaries; and

**WHEREAS**, the Port of Seattle requests that the City execute waiver for the requirement of a public hearing since the change in limited access boundaries only affects access for Port owned property on South 160<sup>th</sup> Street; and

**WHEREAS**, the Council considered the request at the December 8, 2009 Regular Council meeting and finds that a public hearing is not necessary, since access to only Port property would be limited by these changes in the boundary;

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

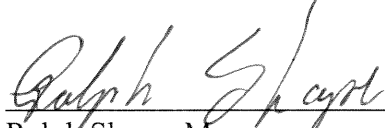
1. A public hearing on the Port of Seattle's proposed changes to the Washington State Department of Transportation SR 518 limited access boundary due to the Port's Offsite Road Improvement project, as depicted on the map attached hereto as Exhibit A, is not necessary, since access to only Port property would be limited by these changes in the boundary.



2. The Council authorizes the City Manager to execute the waiver of a public hearing attached hereto as Exhibit "B".

**PASSED** this 8th day of December, 2009 and signed in authentication thereof on this 8th day of December, 2009.

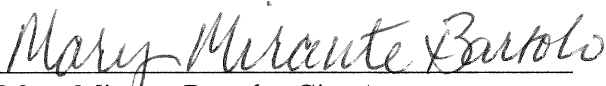
**CITY OF SEATAC**

  
\_\_\_\_\_  
Ralph Shape, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristina Gregg, City Clerk

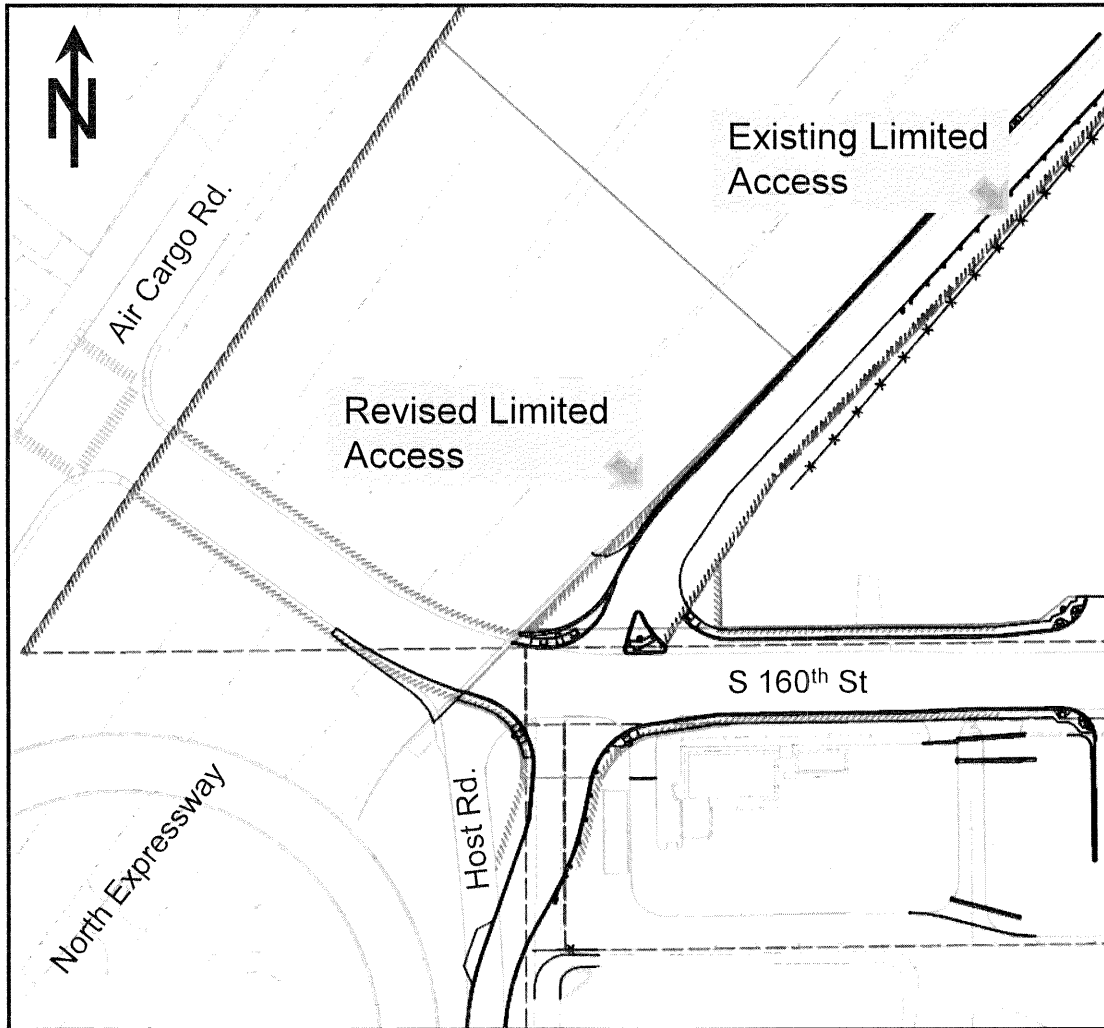
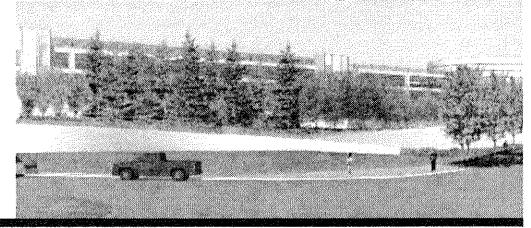
Approved as to Form:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

[Waiver for public hearing regarding WSDOT limited access boundary revisions]

# EXHIBIT A

## Limited Access Revisions



Limited Access revisions due to new SR 518 on-ramp from S 160<sup>th</sup> St

Limited Access Revisions only effect Port of Seattle owned property

# EXHIBIT B

## WAIVER OF HEARING

The Washington State Department of Transportation (WSDOT) has tentatively approved a plan for the revision to the existing limited access facility on State Route 518 in the vicinity of State Route 99 and South 160<sup>th</sup> Street. This section of State Route 518 is located within the city of SeaTac Washington in King County, as shown on attached exhibit map. This exhibit map will be the basis for development of a right of way plan. The right of way plan will be approved by securing waivers of hearing as required by the provisions of RCW 47.52.134.

The WSDOT has explained to Susan Sanderson, P.E. City Engineer of SeaTac, the details of the proposed project, the access plan for the limited access facility, and the City of SeaTac's right to a hearing pursuant to RCW 47.52.133.

It is a benefit to the public to have the limited access plan become final without the time necessitated for a hearing. The City of SeaTac, in King County has no objections to the adoption of the revised combined right of way and limited access plan without a hearing as provided for in RCW 47.52.134.

Having had the project and plan explained, the City of SeaTac, in King County waives any rights to have a formal hearing pursuant to RCW 47.52.134 and consents to the revisions to the limited access facility.

\_\_\_\_\_  
Todd Cutts  
Acting City Manager, SeaTac

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witnessed by

\_\_\_\_\_  
Print Name