

City of Kenmore



City of Kenmore - 18120 68th Avenue NE Kenmore, WA 98028 Phone: 425-398-8900
Agendas also available at www.kenmorewa.gov E-mail: cityhall@kenmorewa.gov

City Council Regular Meetings Agenda

March 22, 2021, 7 PM via Zoom

LINK: <https://us02web.zoom.us/j/84230901950>

Or iPhone one-tap :

US: +12532158782,,84230901950# or +13462487799,,84230901950#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 842 3090 1950

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATIONS

- A. Safe Place Week - National Safe Place Program, Accepted by DeAnn Adams, Chief Program Officer of Friends of Youth
[Safe Place Week Proclamation](#)
- B. Child Abuse Prevention Month, Accepted by Fran Gatica, Community Education Specialist with Dawson Place - Child Advocacy Center
[Child Abuse Prevention Month - April](#)
- C. Sexual Assault Awareness Month
[Sexual Assault Prevention Month - April](#)

VI. PRESENTATION

- A. Cascadia College Road Show 2021, presented by President Dr. Eric Murray
["Dr. Murray's 2021 Roadshow Presentation"](#)

VII. PUBLIC COMMENTS

- A. We want to welcome our community members to the Council's meeting. In this forum, the Council cannot engage or dialogue with the public; the primary role of the Council is to listen. All comments must be addressed to the Mayor and City Council. Please use the "raise hand" feature if you wish to speak. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name,

city of residence for the record and keep your comments to the allotted time. Your time cannot be granted to another and your clock time will not be reset unless there are extenuating circumstances *and* the Presiding Officer has expressly allowed it. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. This meeting is being recorded. Thank you for taking the time to express your comments.

If you are here to comment on the Fire District Merger Ballot Measure, we ask that you wait to participate in the special comment time following that agenda item.

VIII. CONSENT AGENDA

- A. Approve Minutes:
[City Council Regular Meeting of March 8, 2021](#)
[Community Meeting Attendance on March 11, 2021](#)
- B. Approve Total Check #s 46795 through 46897 totaling \$588,798.05 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dates 02/26/2021 totaling \$168,880.93.
[Voucher Approval Report 2/20/21-3/05/2021](#)
- C. Authorize the City Manager to enter into an Agreement with King County for Indigency Screening Services
[Agenda Bill - Indigent Screening Services and Memorandum of Agreement](#)
- D. Receive and File Department Report on Distribution of Federal Coronavirus Relief Act Funds - Revenues/Expenditures
[Agenda Bill- Distribution of Coronavirus Relief Act Funds](#)
- E. Approve the Amended Pandemic and Public Health Emergency Response and recovery Proclamation 2-02.4.
[Agenda Bill - Pandemic Policy 20-02.4](#)
[20-02.4 - Amendment Pandemic Policy](#)
- F. Cancel April 12 Regular Council Meeting

IX. BUSINESS AGENDA

- A. King County Fire Protection District No. 16 , Proposition No. 1, Merger of Northshore Fire Department into Woodinville Fire & Rescue, *for Discussion*.
 - Pursuant to RCW 42.17A.555(1), members of the public and council and will be afforded an approximately equal opportunity for expression of an opposing view.

Information Sites:

Northshore Fire District - <https://www.northshorefire.com/merger-updates/>

Woodinville Fire and Rescue- <https://wf-r.org/merger-information/>

King County, April Special Election -

<https://info.kingcounty.gov/kcelections/Vote/contests/ballotmeasures.aspx?eid=25>

[Agenda Bill - Fire District Merger Ballot Measure](#)

- B. Safe Place Program, presented by Police Chief Brandon Moen, *for Approval*
Proclamation to be Accepted by Monisha Harrell, Board Director of Equal Rights Washington

[Agenda Bill - Safe Place Program](#)

[Safe Place Proclamation - March 2021](#)

- C. Addendum No. 1 to Contract 18-C1863 Agreement with the Northshore Canoe and Kayak Club for Public Recreational Programming

[Agenda Bill - Addendum to Contract 18-C1863](#)

[Attachment #1 - Contract 18-C1863](#)

[Attachment # 2 - Addendum No. 1 to Contract 18-C1863](#)

- D. State Transportation Revenue Package, Resolution No. 21-361, expressing support for a Comprehensive Transportation Revenue Package, Presented by City Manager Rob Karlinsey, *for Approval*

[Agenda Bill - Transportation Revenue Package](#)

[Resolution 21-361 In Support of A State Transportation Revenue Package](#)

X. STAFF REPORT

XI. COUNCILMEMBER REPORTS & COMMENTS

XII. ADJOURNMENT

UPCOMING MEETINGS:

April 5, 2021, For the Love of Kenmore Community Workshop



April 12, 2021 (Tentatively Cancelled)

April 19, 2021



City of Kenmore, Washington

National Safe Place Week

PROCLAMATION

WHEREAS, Safe Place is a program that quickly connects runaway and homeless youth ages 12-17 to services, either by reuniting them with their family or providing them with emergency shelter, that began in 1983 and has grown to include nearly 140 programs nationally, including King County; and

WHEREAS, more than 379,000 youth have been helped at a Safe Place location or received counseling as a result of the Safe Place information received at school; and

WHEREAS, since the program inception in 1983, more than 15 million youth have been educated through the National Safe Place Networks outreach efforts, familiarizing them with the Safe Place sign and providing them with the information about how to seek help in order to stay safe; and

WHEREAS, Safe Place maintains a 24-hour hotline, 1-800-422-TEEN (8336), where youth can directly connect with Safe Place staff; and within one hour, a Safe Place coordinator meets with the youth, assesses the situation, and works with the youth to place them at a shelter or reunite them with parents or guardians; and

WHEREAS, Friends of Youth and YouthCare have run in partnership since 2012 to provide Safe Place services for youth in crisis across King County; and

WHEREAS, Metro Buses, local businesses and non-profits organizations number among the over 2,100 places in King County that have volunteered to service as locations where youth can go and request assistance and where staff members are trained to respond to youth in need and immediately contact Safe Place; and

WHEREAS, the success of Safe Place is based on public/private collaborations and Kenmore/King County needs increased numbers of community volunteers serving as mentors and positive influences on youth people; and

WHEREAS, increased awareness will encourage more communities to establish Safe Place locations where youth can readily access the help they need; and

WHEREAS, National Safe Place Week will be celebrated across the nation during the week of March 21st through March 27th, 2020.

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby affirm the work done by the National Safe Place Program and resources provided by Friends of Youth and proclaim March 22nd through March 28th National Safe Place Week.

IN WITNESS WHEREOF, signed this 22nd day of March 2021.

Signed: _____ Mayor David Baker

Attested: _____ City Clerk Anastasiya Warhol

City of Kenmore, Washington

Child Abuse Prevention Month - April 2021

PROCLAMATION

WHEREAS, all children deserve to grow up in a safe and nurturing environment to ensure they reach their full potential; and

WHEREAS, our children are our most valuable resources and will shape the future of Kenmore; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **April 2021** to be Child Abuse Prevention Month. We urge all residents to recognize this month by dedicating ourselves to improving the quality of life for all children and families.

IN WITNESS WHEREOF, signed this 22nd day of March 2021.

IN WITNESS WHEREOF, signed this 22nd day of March 2021.



Signed: _____

Mayor David Baker

Attested: _____

City Clerk Anastasiya Warhol



City of Kenmore, Washington

PROCLAMATION

WHEREAS, In Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime; and,

WHEREAS, In King County, 7,152 adults and children received specialized assistance from organizations with programming for sexual assault victims in 2020; and **WHEREAS**, members of the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) community in particular have historically under-reported hate crimes that occur to them,

WHEREAS, Rape is among the most underreported crimes for reasons that include victim's fear of being disbelieved or further traumatized within systems designed to support them. Additional barriers, such as language, immigration status, gender bias, and systemic racism further oppress and silence victims; and

WHEREAS, Individual and community impacts of sexual violence are rooted in and compounded by racial, gender, sexual orientation and other forms of oppression. Black, Indigenous and other people of color; people living in poverty; LGBTQ people; elders; people with disabilities and other people targeted by oppression are affected by sexual violence in significant and complex ways; and

WHEREAS, Statewide, 29% of the survivors who were supported by a community sexual assault organization identified as Black, Indigenous and people of color in 2019. Of those identifying ethnicity, 21% identified as Latinx/Hispanic; and

WHEREAS, King County is home to many organizations that provide culturally- and linguistically-specific services for survivors from various racial, ethnic, faith, and cultural communities, survivors who are immigrants and refugees, survivors who are LGBTQ, and survivors with disabilities. These culturally-specific services are critical to effectively respond to the specific needs and barriers many survivors face; and

WHEREAS, Negative impacts of sexual violence trauma on women, men, children and youth include fear, concern for safety, symptoms of post-traumatic stress disorder, injury, and missed work or school; and

WHEREAS, Working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to harmful attitudes and behaviors that contribute to sexual assault.

Now, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council join advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors and proclaiming **April 2021 SEXUAL ASSAULT AWARENESS MONTH**. Together, we commit to a safer future for all children, young people, adults, and families in our

community. **IN WITNESS WHEREOF**, signed this 22nd day of March 2021.

Signed: _____ Mayor David Baker

Attested: _____ City Clerk Anastasiya Warhol



CASCADIA
COLLEGE
BOTHELL

A college education for our children, our
employees, our community, our
economy, our future.



CASCADIA
COLLEGE
BOTHELL

FAST FACTS

- 19 - average age
- 5000 students
- 80% intend to go to university
- 50% need a part-time job
- 35% Running Start
- 1000 students complete a degree

FAST FACTS

LAST YEAR...

550 transferred to **UW**,
123 to WSU, 123 to WWU, 50 CWU, 28 ASU

Five Types of Students

- 1 Current high school students
- 2 Recent high school grads
- 3 Early or mid-career adults seeking up-training
- 4 Students looking to develop basic skills
- 5 International students

RUNNING START

NSD Fall Enrollments

2017 352

2018 371

2019 510

2020 521

LWSD Fall Enrollments

2017 89

2018 95

2019 77

2020 93

Riverview Fall Enrollments FTE

2017 17

2018 18

2019 17

2020 22

Guided Pathways



high-demand
skills

+



degrees

+



professional
connections

WHAT ABOUT COVID

✦ Effective COVID plan

- prioritizes health and safety
- controlled entry process
- stringent PPE and distancing requirements
- ✦ exceptional HVAC system
- mostly remote instruction
- student support with limited in-person courses

WHAT ABOUT FALL?

**WHAT ABOUT FINANCIAL HEALTH
and STABILITY?**

WHAT ABOUT UWB?

Questions?

CASCADIA
COLLEGE
BOTHELL

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
March 8, 2021**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL MEETING TO ORDER:

Mayor Baker called the meeting to order at 7:00 p.m. via Zoom.

PRESENT:

Councilmembers:

Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Melanie O’Cain
Councilmember Angela Kugler

Staff:

City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Curtis Chambers

Speaking Guests:

Stacey Valenzuela, Kenmore Resident
Janet Hays, Kenmore Resident
David Morton, Redmond Resident
John Peeples, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Rose Hendrix, Kenmore Resident

AL

The agenda was approved as presented.

PROCLAMATION: Women’s History Month

[Women's History Month Proclamation](#)

Mayor David Baker proclaimed March 2021 as Women’s History Month.

PUBLIC COMMENT:

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John Peeples, a Kenmore resident, thanked the Council for reciting the pledge of allegiance. In addition, he expressed concern that neither the Thanksgiving holiday or Independence Day were included in the proclamations calendar.

David Morton, a Redmond resident, expressed both environmental and regulatory permitting concerns over Kenmore's Cadman Asphalt Plant operations.

Janet Hays, a Kenmore resident, expressed gratitude for the lighting at the Lakepointe property. She also expressed gratitude for Council support on House Bill 10-57.

Stacey Valenzuela, a Kenmore resident, expressed both environmental and regulatory permitting concerns over Kenmore's Cadman Asphalt Plant operations.

Vicki Grayland, a Kenmore resident, requested an update on the Climate Action Plan. She also inquired about an integrated pest management plan.

Elizabeth Mooney, a Kenmore resident, affirmed the collaboration between the City and community in targeting environmental issues. She invited everyone to Kenmore Clean Air Coalition's meeting being held on Thursday at 11 am, virtually.

CONSENT AGENDA

- A. Approve Total Check #46733 through 46794 in the amount of \$2,040,607.47. Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated: 2/12/2021 in the Amount of \$158,630.98. Electronic Funds Transfer dated 1/22/2021 in the amount of \$1,000,073.89 and Electronic Funds Transfer dated 1/25/2021 in the amount of \$1,066,483.24.
[Voucher Approval Report](#)
- B. Approve Minutes:
[City Council January 25, 2021 Special and Regular Meeting Minutes](#)
[City Council February 8, 2021 Meeting Minutes](#)
- C. Approve November 2020 Financial Report
[Agenda Bill -November 2020 Financial Report](#)
- D. Authorize City Manager to execute contract 21-C2694 with King County to accept 2021-2022 Local Hazardous Waste Management Program Grant Funds
[Agenda Bill - Local Hazardous Waste Management Program Grant](#)
[Contract 21-C2694 PHSKC Local Hazardous Waste Management Program Grant](#)
- E. Authorize the City Manager to grant and execute an easement to Puget Sound Energy for the installation of electric service connection to the Rhododendron Park Boathouse
[Agenda Bill PSE - Easement for Rhododendron Boathouse](#)
[Sketch showing PSE easement area](#)

MOTION: Councilmember Pfeil moved to approve the consent agenda as presented, including the items listed above. Deputy Mayor Herbig seconded the motion. VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.
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BUSINESS AGENDA

Proclamations Calendar and Draft Policy, presented by City Clerk Anastasiya Warhol, *for Discussion and/or Action*

[Agenda Bill - Proclamations Calendar and Policy](#)

[Proclamations Calendar 2021](#)

[Kenmore DEI Proclamations 2021](#)

[Proclamations Policy](#)

[Proclamations Request Form C-01-21](#)

[Three-Year Proclamation history](#)

City Clerk Anastasiya Warhol introduced the Proclamations Calendar and a draft policy.

The Council agreed to add the following two proclamations to the calendar:

- Asian and Pacific Islander Heritage Month – May
- Americans with Disabilities Act Signed “Disability Independence Day” – July 26th

In addition, the Council offered suggestions to the policy.

MOTION: Councilmember Pfeil moved to the Proclamations Calendar and Policy as amended to include suggested edits. Deputy Mayor Herbig seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

Staff agreed to share the both the Calendar and Policy at an upcoming meeting.

STAFF REPORTS

City Manager Rob Karlinsey briefly updated the Council on pressing matters including the following:

- Upcoming Public Works Site Selection Criteria Discussion (scheduled for 3/15)
- Federal American Rescue Plan Act

COUNCIL INITIATIVES:

Individual Councilmembers offered progress reports pertaining to various committees.

There was consensus on the Council to add “Health and Human Services Resource Guide” to an upcoming agenda.

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 8:23 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**Council Attendance
Community Meeting – Kenmore Clean Air Coalition
March 11, 2021**

NOTICE OF POTENTIAL QUORUM:

On Friday, March 5, notice was given that there was a potential of a Council quorum at an upcoming community meeting scheduled for March 11th at 10 am to be held virtually.

QUORUM:

A quorum of the Council did appear at the community meeting. In attendance were Mayor David Baker, Councilmember Corina Pfeil, Councilmember Melanie O’Cain, and Councilmember Angela Kugler.

PRESENT:

Elizabeth Mooney, a Kenmore Resident
Vicki Grayland, a Kenmore Resident
David Morton, a Redmond Resident
Patrick O’Brien, a Kenmore Resident
Jim Meyers, a Kenmore Resident
Stacy Valenzuela, a Kenmore Resident
Other members of the public

Development Services Director Bryan Hampson
Code Enforcement Officer Bridgit Baker
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Counsel on behalf of the City – Dennis McLerran, Cascadia Law Group
Counsel on behalf of the City – Valerie Fairwell
Consultant on behalf of the City – Karin Greenacre – TRC Company

DISCUSSION:

The Kenmore Clean Air Coalition invited the City to discuss environmental concerns in the City. The City’s counsel and consultants offered comments related to permit activity at the Cadman Asphalt Plant and briefly outlined suggested avenues for complaints relating to odors. Coalition members and other guests asked questions and offered comments.

COUNCIL ACTION:

No final action was taken by Council at the meeting.

CONCLUSION:

The meeting concluded at 11 a.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

02/20/2021 - 03/05/2021

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 46795 through 46897: \$588,798.05

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 02/26/2021: \$168,880.93

RS Karling 3/9/21
City Manager / Date

[Signature] 3/8/21
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
AFLAC	46795	02/26/2021	Employee Medical/Disability Plans	216.19
AMERICAN GENERAL LIFE GPO/400S	46796	02/26/2021	Life Insurance	279.92
AWC EMPLOYEE BENEFIT TRUST	46797	02/26/2021	Employee Health Insurance	69,336.99
AWC EMPLOYEE BENEFIT TRUST	46798	02/26/2021	Void	-
CITY OF KENMORE	46799	02/26/2021	Wages Overpayment Reimbursement	50.00
DEPARTMENT OF LABOR AND INDUSTRIES	46800	02/26/2021	City of Kenmore	3,717.65
DEPARTMENT OF LABOR AND INDUSTRIES	46801	02/26/2021	Void	-
EMPLOYMENT SECURITY DEPARTMENT	46802	02/26/2021	Paid Family & Medical Leave	1,297.49
ICMA RETIREMENT C/O ALLFIRST BANK/1099	46803	02/26/2021	City of Kenmore 401a	19,251.07
ICMA RETIREMENT TRUST 457/304745	46804	02/26/2021	ICMA 457 Deferred Comp	7,315.50
LINCOLN NATIONAL LIFE INSURANCE	46805	02/26/2021	Life Ins/ADD & LTD	1,270.33
LINCOLN NATIONAL LIFE INSURANCE	46805	02/26/2021	Life Ins/ADD & LTD	109.83
NATIONAL LIFE OF VERMONT	46806	02/26/2021	Life Insurance	123.17
STATE OF FLORIDA DISBURSEMENT UNIT	46807	02/26/2021	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	46808	02/26/2021	Employee Charitable Contribution	118.46
ALPHAGRAPHICS	46809	03/05/2021	Business Cards for SWM Employees	147.88
AMERICALL	46810	03/05/2021	Jan. After Hours Call Out Phone Svc.	161.32
ASPECT CONSULTING LLC	46811	03/05/2021	Boyd's Dry Cleaning Site Environmental Consulting	868.50
AURORA RENTS	46812	03/05/2021	Post Office Heater Rental	710.28
BOTHELL KENMORE CHAMBER OF COMMERC	46813	03/05/2021	Feb. KBA Support Services	300.00

BRIEN, GAYLYNN	46814	03/05/2021	Feb. 2021 Sales Tax Data Conversion	50.00
CADMAN MATERIALS, INC.	46815	03/05/2021	Asphalt for 61st Ave Pothole	172.08
CALPORTLAND COMPANY	46816	03/05/2021	Sand for Snow & Ice Response	297.04
CALPORTLAND COMPANY	46817	03/05/2021	Materials for Pothole Repair	40.00
CALPORTLAND COMPANY	46818	03/05/2021	Sand for Snow & Ice Response	538.72
CANON FINANCIAL SERVICES, INC.	46819	03/05/2021	Feb. 2nd Floor Copier Lease	266.08
CITY OF BELLEVUE	46820	03/05/2021	Quarterly Billing of ARCH Contributions	11,230.25
CITY OF BELLEVUE	46821	03/05/2021	Quarterly Billing of ARCH Contributions	11,230.25
COMCAST BUSINESS	46822	03/05/2021	2/19-3/18 Hangar Bldg. Cable	63.69
COMCAST BUSINESS	46823	03/05/2021	2/10-3/9 Squire's Landing Internet	69.95
COMCAST BUSINESS	46824	03/05/2021	2/14-3/13 City Hall Cable & Internet	152.09
CROWN PRODUCTS LLC	46825	03/05/2021	Pet Waste Bags	514.20
DIGITAL REPROGRAPHICS SERVICES INC.	46826	03/05/2021	Printing for Final Budget	984.50
FRUHLING SAND & TOPSOIL	46827	03/05/2021	Asphalt Disposal	35.00
GORDON THOMAS HONEYWELL	46828	03/05/2021	Jan. Governmental Affairs Consulting	3,908.80
GORDON THOMAS HONEYWELL	46829	03/05/2021	Feb. Governmental Affairs Consulting	3,900.00
HONEY BUCKET	46830	03/05/2021	2/8-3/7 Public Works Yard Rental	156.75
HONEY BUCKET	46831	03/05/2021	2/20-3/19 Squire's Landing Rental	240.35
HYAS GROUP, LLC	46832	03/05/2021	8/1/20-1/31/21 Retirement Plan Consulting	3,750.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	46833	03/05/2021	Jan. Legal Services	29,088.13
JACOBS ENGINEERING GROUP	46834	03/05/2021	11/28/20-1/29/21 W. Samm. Bridge Proj.	39,809.75
JUDHA OF LION LANDSCAPING AND SERVICES	46835	03/05/2021	Concrete Repair for Arson @ Moorlands Park	4,734.30
KBA INC.	46836	03/05/2021	18-C1846 Jan. W. Samm. Bridge Proj. Mgmt	84,370.68
KING COUNTY FINANCE	46837	03/05/2021	2021 LIDAR Aerials Project	2,668.38
KING COUNTY FINANCE	46838	03/05/2021	Jan. Adult/Juvenile Detention Booking/Maint.	1,690.49
KING COUNTY TREASURY	46839	03/05/2021	Property Taxes - 3 Lots	9,233.37
KPFF CONSULTING ENGINEERS	46840	03/05/2021	68th Ave NE Prof. Svcs	341.28
KPFF CONSULTING ENGINEERS	46841	03/05/2021	19-C2098 Dec. Project Mgmt/Pavement Sealing/68th	7,673.63
KPFF CONSULTING ENGINEERS	46842	03/05/2021	19-C2098 Jan. Project Mgmt/Simonds Rd/68th	25,571.69
MACDONALD MILLER FACILITY SOLUTIONS	46843	03/05/2021	City Hall Water Heater Repair	9,842.94
MINUTEMAN PRESS	46844	03/05/2021	68th Ave. Project Mailer & Postage	3,893.19
MOTT MACDONALD GROUP, INC.	46845	03/05/2021	17-C1657 Jan. Squire's Landing Design/Permitting	19,355.97
MOTT MACDONALD GROUP, INC.	46846	03/05/2021	17-C1656 Jan. Logboom Park Design/Permitting	19,038.00
MR. T'S TROPHIES & AWARDS LLC	46847	03/05/2021	Employee Name Tags	46.04
MR. T'S TROPHIES & AWARDS LLC	46848	03/05/2021	Council Chambers Name Plates	46.04
NATIONAL BARRICADE CO., LLC	46849	03/05/2021	Street Sign Rentals	280.76

NATIONAL BARRICADE CO., LLC	46850	03/05/2021	Street Sign Rentals	280.76
NELSON ELECTRIC, INC.	46851	03/05/2021	Electrical Work on Council Chamber Projector	1,004.50
NORTHSHORE PARK & REC SERVICE AREA	46852	03/05/2021	2021 Interlocal Contribution for NPRSA	2,720.00
NORTHSHORE SCHOOL DISTRICT	46853	03/05/2021	February 2021 School Impact Fees	52,573.00
OFFICE DEPOT	46854	03/05/2021	Misc. Office Supplies	186.55
OFFICE DEPOT	46855	03/05/2021	Envelope Sealing Bottles	1.88
OFFICE DEPOT	46856	03/05/2021	File Folders for Finance	8.81
OLYMPIC ENVIRONMENTAL RESOURCES INC	46857	03/05/2021	19-C2121 Spring Recvcling Event Administration	1,330.00
OSBORN CONSULTING INC.	46858	03/05/2021	19-C2012 Jan. Boathouse Const. Support	2,653.66
OSBORN CONSULTING INC.	46859	03/05/2021	19-C2012 Jan. NE 190th Culvert - Phase 2	19,767.29
PACE ENGINEERS, INC.	46860	03/05/2021	21-C2667 Jan. On-Call Engineering Svcs	1,956.00
PACIFIC AIR CONTROL, INC.	46861	03/05/2021	City Hall HVAC Repair	706.84
PACIFIC OFFICE AUTOMATION	46862	03/05/2021	Monthly Maint. for 1st Floor Temp. Scanners	83.68
PENDLETON CONSULTING LLC	46863	03/05/2021	Council Retreat Consulting	3,200.00
PUGET SOUND ENERGY	46864	03/05/2021	1/13-2/11 Incubator/St. Lights/Parks/CH/Hangar	13,952.65
PUGET SOUND ENERGY	46865	03/05/2021	1/13-2/11 181st Receptacles	12.77
PUGET SOUND ENERGY	46866	03/05/2021	1/13-2/11 Town Square & Hangar Gas	65.49
PUGET SOUND PLANTS	46867	03/05/2021	SR522 Tree Replacement from Car Accident	269.50
RED BARN ENGINEERING, INC.	46868	03/05/2021	21-C2666 1/18-2/12 On-Call Engineering Svcs	7,812.70
REPUBLIC SERVICES	46869	03/05/2021	Feb. Rhododendron Park Solid Waste Chgs	389.26
REPUBLIC SERVICES	46870	03/05/2021	Feb. City Hall Solid Waste Chgs	603.05
SCORE	46871	03/05/2021	December Outside Health Svcs	965.40
SCORE	46872	03/05/2021	Dec. Inmate Housing Charges	4,224.00
SHANNON & WILSON, INC.	46873	03/05/2021	19-C2122 Geotechnical Svcs 1/12-2/6	2,862.50
SHERWIN WILLIAMS CO. #8099	46874	03/05/2021	Paint for Moorlands Park Bldg. Repairs	186.53
SMS CLEANING, INC.	46875	03/05/2021	City Hall, Hangar & PW Office Monthly Cleaning	6,495.00
ST OF WA DEPT OF FISH & WILDLIFE	46876	03/05/2021	Map of Priority Habitats & Species	40.00
STEWART MACNICHOLS HARMELL, INC.	46877	03/05/2021	January Public Defense Services	5,000.00
TOTAL LANDSCAPE CORP	46878	03/05/2021	Parks & City Hall Landscape Maintenance	5,030.02
U.S. BANK PURCHASE CARDS	46879	03/05/2021	Amazon/Safety Vests	225.76
U.S. BANK PURCHASE CARDS	46880	03/05/2021	American Planning Assoc./PAW Webinar	708.00
U.S. BANK PURCHASE CARDS	46881	03/05/2021	Volgistics/Amazon/WA Festivals/Surveymonkey	155.74
U.S. BANK PURCHASE CARDS	46882	03/05/2021	Job Postings/ICMA/AWC/Zoom/Seattle Times	2,693.09
U.S. BANK PURCHASE CARDS	46883	03/05/2021	Hangar Supplies, Parks Materials, 1099 Supplies	1,957.43
U.S. BANK PURCHASE CARDS	46884	03/05/2021	Amazon/AR500 Armor/NATW/Safelifedefense	806.58

U.S. BANK PURCHASE CARDS	46885	03/05/2021	Council Member Zoom Charges	44.04
U.S. BANK PURCHASE CARDS	46886	03/05/2021	YSI/Amazon/Costco	1,353.76
U.S. BANK PURCHASE CARDS	46887	03/05/2021	Zoom Charges, WFH Desk, & 1099 Supplies	1,118.59
U.S. BANK PURCHASE CARDS	46888	03/05/2021	WFH Equip, 1099 Forms, Battery Recycling	532.46
U.S. BANK PURCHASE CARDS	46889	03/05/2021	Pacific NW ISA/American Planning Assoc.	439.00
VARITECH INDUSTRIES INC.	46890	03/05/2021	Parts for De-Icer Truck	1,042.17
WA STATE DEPT OF TRANSPORTATION	46891	03/05/2021	Inspection & Testing Fees	6,099.62
WA STATE DEPT OF TRANSPORTATION	46892	03/05/2021	68th/175th & 68th/181st Jan. Traffic Signal Maint.	1,886.04
WA STATE DEPT OF TRANSPORTATION	46893	03/05/2021	Salt for Snow & Ice Response	2,254.86
WILLIAMS, KASTNER & GIBBS PLLC	46894	03/05/2021	Jan. Special Counsel - Ridout Matter	12,421.00
ZIPLY FIBER	46895	03/05/2021	2/19-3/18 PW Office Internet	111.98
PSR MECHANICAL	46896	03/05/2021	Void	-
PSR MECHANICAL	46897	03/05/2021	HVAC Replacement at Post Office	19,732.12
DRS 457	DFT0000932	02/26/2021	DRS 457 Deferred Comp	1,075.99
AVIDIA HEALTH	DFT0000933	02/26/2021	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000934-939	02/26/2021	Public Employees Retirement	34,121.44
NAVIA	DFT0000940	02/26/2021	Employee Flexible Spending Account	516.54
BANK OF AMERICA 941	DFT0000941	02/26/2021	Federal Taxes	19,378.32
PAYROLL	Electronic Dep.	2/26/2021	Direct Deposit	113,688.64
TOTAL				<u><u>\$ 757,678.98</u></u>

VIII. B. Approve Total Check #s 46795 through 46897 totaling \$588,798.05...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2021 - 03/05/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	668.00
0037	BASTYR UNIVERSITY	50,000.00
0064	CASCADE PEST CONTROL	286.00
0067	CENTER FOR HUMAN SERVICES	3,750.00
0076	CITY OF BELLEVUE	22,460.50
0081	CITY OF KENMORE	100.00
0083	CITY OF LAKE FOREST PARK	49,950.00
0099	CONSOLIDATED PRESS	4,296.81
0106	CROWN PRODUCTS LLC	514.20
0109	DAILY JOURNAL OF COMMERCE	305.30
0121	REPUBLIC SERVICES	1,984.62
0130	EMPLOYMENT SECURITY DEPARTMENT	2,712.91
0145	FRUHLING SAND & TOPSOIL	35.00
0151	CALPORTLAND COMPANY	875.76
0169	HERRERA ENVIRONMENTAL CONSULTANTS	2,717.56
0173	HOME DEPOT CREDIT SERVICES	326.01
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	54,804.37
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1,365.48
0191	INTERNATIONAL INST OF MUNI CLERKS	210.00
0197	JET CITY PRINTING	385.00
0206	KENMORE MIDDLE SCHOOL	2,750.00
0212	KING COUNTY FINANCE W.L.R.D.	1,052.86
0219	KING COUNTY FINANCE	25,656.19
0235	KING COUNTY TREASURY	9,233.37
0251	LIGHTHOUSE CONSULTING INC	10,950.78
0261	PENDLETON CONSULTING LLC	3,200.00
0267	MR. T'S TROPHIES & AWARDS LLC	92.08
0285	NORTHSHORE FIRE DEPT	240.00
0286	NORTHSHORE SCHOOL DISTRICT	84,433.00
0287	NORTHSHORE SENIOR CENTER	6,250.00
0288	NORTHSHORE UTILITY DIST	8,817.15
0292	HONEY BUCKET	794.20
0300	OFFICE DEPOT	197.24
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	2,345.00
0310	PACIFIC TOPSOILS	1,158.44
0327	PUGET SOUND CLEAN AIR AGENCY	19,396.00
0328	PUGET SOUND ENERGY	48,395.79
0345	SEATTLE TIMES	51.61
0355	STAPLES ADVANTAGE	1,384.80
0356	STATE AUDITOR'S OFFICE	2,318.55
0357	STEWART MACNICHOLS HARMELL, INC.	10,000.00
0359	SOUND CITIES ASSOC	15,539.29
0365	TOTAL LANDSCAPE CORP	12,317.09
0371	UNITED STATES POSTMASTER	1,828.98
0385	WA ASSOC OF BUILDING OFFICIALS	2,000.00
0387	WA CITIES INSURANCE AUTHORITY	382,432.00
0390	WA FINANCE OFFICERS ASSOCIATION	75.00
0400	WASHINGTON STATE DEPT OF REVENUE	801.79
0401	WA STATE DEPT OF TRANSPORTATION	9,926.09
0424	ICMA RETIREMENT TRUST 457 / 304745	30,731.64
0425	DRS 457	4,302.71
0426	AFLAC	432.38

Vendor Purchasing Report

For Date Range 01/01/2021 - 03/05/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0428	BANK OF AMERICA 941	84,365.82
0429	AWC EMPLOYEE BENEFIT TRUST	138,649.27
0431	DEPARTMENT OF RETIREMENT SYSTEMS	131,908.55
0432	DEPARTMENT OF LABOR AND INDUSTRIES	6,918.18
0434	UNITED WAY OF KING COUNTY	236.92
0436	NATIONAL LIFE OF VERMONT	246.34
0448	UPS STORE KENMORE	62.80
0450	AURORA RENTS	876.75
0542	AMERICAN SOCIETY OF COMPOSERS	367.00
0558	SNOHOMISH COUNTY	1,060.00
0610	WA STATE DEPT OF TRANSPORTATION	11,196.38
0685	PACE ENGINEERS, INC.	4,709.00
0689	DIGITAL REPROGRAPHICS SERVICES INC.	984.50
0692	HDR ENGINEERING, INC	8,869.71
0696	AMERICAN GENERAL LIFE GPO/400S	559.84
0743	BANNER BANK NO	654.69
0781	QUALITY BUSINESS SYSTEMS INC.	560.01
0791	NORTHSHORE ROTARY CLUB	60.00
0817	GRAINGER	67.45
0831	NORTHSHORE PARK & REC SERVICE AREA	2,720.00
0892	JACOBS ENGINEERING GROUP	39,809.75
0899	SHRED IT USA LLC	168.33
0913	KENMORE ELEMENTARY	1,250.00
0981	COMCAST BUSINESS	553.94
0994	GORDON THOMAS HONEYWELL	7,808.80
1003	iWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	183.30
1052	FIRE PROTECTION, INC	7,495.10
1123	AM TEST, INC	200.00
1148	AGORA REFRESHMENTS	202.25
1197	MILLER STEPHENS, MARY	1,250.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	1,100.00
1299	VERIZON WIRELESS	286.70
1309	BANNER BANK BAKER	5,060.67
1311	WASHINGTON STATE PATROL	1,107.35
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	2,400.00
1326	JOYCE ZIKER PARKINSON	975.00
1331	KBA INC.	149,800.17
1337	STATE OF WA DEPT. OF LICENSING	0.40
1345	SHERWIN WILLIAMS CO. #8099	334.56
1358	ALPHAGRAPHICS	333.31
1359	EVERGREEN FIRE AND SAFETY, INC.	466.95
1387	ST OF WA DEPT OF FISH & WILDLIFE	40.00
1403	OSBORN CONSULTING INC.	41,054.44
1431	BRIEN, GAYLYNN	100.00
1452	CITY OF KENT	500.00
1459	FLEMINGS HOLIDAY LIGHTING LLC	2,547.71
1482	HIGHWIRE	543.12
1492	MACDONALD MILLER FACILITY SOLUTIONS	9,842.94
1504	SCORE	9,808.40
1524	GRANICUS LLC	14,890.46
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1555	LINCOLN NATIONAL LIFE INSURANCE	2,939.84
1673	KPFF CONSULTING ENGINEERS	36,022.52
1689	MOTT MACDONALD GROUP, INC.	79,585.46
1704	BANNER BANK RK	472.96
1711	SOFTWAREONE, INC.	11,925.63
1731	NORTHWEST ARBORICULTURE LLC	792.72

VIII. B. Approve Total Check #s 46795 through 46897 totaling \$588,798.05...

Vendor Purchasing Report

For Date Range 01/01/2021 - 03/05/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1816	NAVIA	8,566.16
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	1,352.28
1838	AVIDIA HEALTH	400.00
1884	CADMAN MATERIALS, INC.	257.63
1885	NATIONAL BARRICADE CO., LLC	561.52
1889	WILLIAMS, KASTNER & GIBBS PLLC	12,421.00
1900	ASPECT CONSULTING LLC	868.50
1930	T MOBILE USA, INC.	1,001.83
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	110.00
1964	EARTHWORKS	8,905.80
1979	MSPT XXII, LLC C/O FLYWAY	1,500.00
1980	HRA VEB TRUST	18,959.88
1993	HYAS GROUP, LLC	3,750.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	21,446.30
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	4,734.30
2047	PUGET SOUND PLANTS	269.50
2048	SMS CLEANING, INC.	12,990.00
2081	SHANNON & WILSON, INC.	2,862.50
2095	TRANSPO GROUP USA INC.	3,219.62
2096	TUPLING, SANDRA	146.50
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	77,862.90
2157	SOUND SAFETY PRODUCTS CO.	457.02
2175	ELECTRONIC BUSINESS MACHINES	155.05
2176	CANON FINANCIAL SERVICES, INC.	532.16
2236	COMCAST	3,028.32
2254	U.S. BANK PURCHASE CARDS	19,899.80
2259	MINUTEMAN PRESS	3,893.19
2285	QUALITY WATER FINANCIAL	233.18
2318	PIXEYES GRAPHICS & DESIGN	780.00
2327	PACIFIC AIR CONTROL, INC.	3,036.83
2386	CECCANTI, INC.	2,406,979.42
2396	ZIPLY FIBER	1,359.25
2402	PACIFIC OFFICE AUTOMATION	167.36
2403	AMERICALL	295.48
2425	THOMCO CONSTRUCTION, INC.	343,365.05
2434	PSR MECHANICAL	19,732.12
2459	NELSON ELECTRIC, INC.	2,434.70
2482	KIMLEY HORN AND ASSOCIATES, INC.	4,850.00
2508	SERENITY DILLAWAY	100.00
2512	CARASOFT TECHNOLOGY CORPORATION	3,630.00
2513	DGR DEVELOPMENT, INC.	7,500.00
2514	STAN YAO	7,804.00
2517	CLEARVIEW NURSERY, INC.	392.12
2518	CYSTIC FIBROSIS FOUNDATION	100.00
2519	HAMBELL	375.00
2520	KING COUNTY FINANCE	15.00
2521	UNITED PRINT SIGNS GRAPHICS	385.35
2522	TRC ENVIRONMENTAL CORPORATION	3,294.69
2523	ALL AROUND FENCE COMPANY	990.90
2524	VARITECH INDUSTRIES INC.	3,855.02
2525	SERVICE ELECTRIC CO. INC.	743.18
2526	CONVERGINT TECHNOLOGIES	1,568.93
Vendor Set Vendor Set 01 Total:		4,752,446.88

VIII. B. Approve Total Check #s 46795 through 46897 totaling \$588,798.05...



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic:

Memorandum of Agreement Between King County and the city of Kenmore related to Indigency Screening Services. Time of performance January 1, 2021 to December 31, 2022.

For Council Meeting Agenda of: March 22, 2021

Department: Finance & Administration

Prepared by: Leticia Salcido, Director of Finance & Administration

Initial & Date

Approved by Department Head: _____

Approved by City Attorney: _____

Approved by Finance Director: _____

Approved by City Manager: _____

N/A

RGK

Proposed Council Action/Motion:

Authorize the City Manager to enter into an agreement with King County for Indigency Screening Services. Term of agreement 1/1/21 to 12/31/22.

Exhibits/Attachments:

Memorandum of Agreement

INFORMATION/BACKGROUND:

Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes court, jail, prosecution, and public defense. The City is required to provide indigency screening and public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials. Cities must carry their criminal justice responsibilities through the use of their own facilities and staff or by entering into interlocal agreements to provide these services. King County Department of Public Defense has been providing financial screening services for indigent defendants for the City of Kenmore. The last agreement expired on December 31, 2020.

The City pursuant to RCW 10.101.020 and RCW 10.101.030 is authorized to enter into an agreement with King County for the performance of indigency screening services. For the County to continue the service the City is required to enter into a new memorandum of agreement. The term of the agreement is for the period of January 1, 2021 to December 31, 2022. The County in this capacity is acting as an independent contractor and controls personnel, standards of performance, discipline and all other aspect of performance shall be governed entirely by the County.

FISCAL CONSIDERATION:

The cost to the City for the indigent screening services will be \$81 per month. This is a reduction from the previous year's rate of \$251 per month.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective & efficient services

**Memorandum of Agreement Between
King County and the City of Kenmore
Relating to Indigency Screening Services**

This AGREEMENT entered into this 1st day of January 2021 between King County, State of Washington, hereinafter referred to as the "County", and the municipal corporation of *Kenmore* hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.060 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

I. OBLIGATIONS

- A. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
 - 1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the most recent Washington State Office of Public Defense screening criteria and King County procedures.
 - 2. No rescreening for indigency will occur within one year unless a new case is filed.
 - 3. Except as set forth in section VII.A. below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
 - 4. Routinely provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. - 4:30 p.m. excluding holidays.
 - 5. Provide screening documentation to the City upon request.
- B. In consideration of the promises of the County herein before set forth, the City promises to:
 - 1. Make available a telephone in a private space for the client to contact the screening staff. Post appropriate signage directing clients to indigency screening services and if applicable, provide similar information on the City's official website.

2. Follow the King County District Court, Kenmore Courthouse (KCDC) system for notification of any temporary cancellations. If the KCDC is closed due to adverse conditions, the Department of Public Defense will be notified by calling 206-477-9727 so the screening staff may be notified.
3. Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the Department of Public Defense's procedure for calculating ability to contribute to the cost of defense. Collection of fees and communication to defendants regarding collections is the responsibility of the City.
4. Provide the County with a current, updated list of contracted Public Defense Attorneys.

II. COMPENSATION AND METHOD OF PAYMENT

The City shall reimburse the County for the services as delineated in this agreement in the following manner:

- A. The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of phone calls received from clients for the City, listed by date. For 2019-2020, the rate for indigency screening services provided will be \$81 per month. Per King County code, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, their supervision and King County overhead necessary to provide the service.
- B. The City shall remit payment to the County within thirty calendar days of receipt of the invoice.

III. TIME OF PERFORMANCE

This agreement shall be effective the 1st day of January 2021 through the 31st day of December 2022. The rate and continuation of services will be reviewed within the period of 90 days prior to December 31, 2022.

IV. MODIFICATIONS

The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

V. TERMINATION

This agreement may be terminated without cause only after ninety (90) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination.

VI. MUTUAL COVENANTS

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

- A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.
- B. All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County.
- C. The contact for the City regarding citizen complaints about the indigency screening process is the Department of Public Defense at 206-477-9727. The Department of Public Defense will institute its complaint investigation process immediately. The City contact regarding citizen complaints about the defense attorney performance is the City Manager's Office, who can be reached at 425-398-8900.
- D. Any controversy or claim arising out of or relating to this agreement shall be referred to a mediator selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten days from the date of his/her selection or at such other time as the parties may mutually agree. The cost of the mediator, if any, shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties' right to terminate this agreement for cause, as per Section V.

VII. INDEMNIFICATION

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to

VIII. C. Authorize the City Manager to enter into an Agreement with King...

participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

VIII. AUDITS AND INSPECTION

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six years after termination hereof.

IX. NON-DISCRIMINATION

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with federal regulations including but not limited to 41 CFR Part 60-2.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

CITY OF

FOR

King County Executive

Date

NAME (Please type or print)

Date

ATTEST:

Approved as to Form:

City Clerk

Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Distribution of Federal Coronavirus Relief Act Funds – Revenues/Expenditures Proposed Council Action/Motion: Receive & file: Department report - Distribution of Federal Coronavirus Relief Act Funds Revenues/expenditures	For Council Meeting Agenda of: March 22, 2021 Department: Finance & Administration Prepared by: Leticia Salcido, Director of Finance & Administration <u>Initial & Date</u> Approved by Department Head: <u></u> Approved by City Attorney: <u>N/A</u> Approved by Finance Director: <u></u> Approved by City Manager: <u></u> RGK Exhibits/Attachments: Listing of : Human services grantees/amounts Community organization grantees/amounts Small business grantees/amounts
<u>INFORMATION/BACKGROUND:</u> On April 2020 Governor Inslee announced the award of nearly \$500 million to local governments in Coronavirus Relief Funds (CRF) from the State's allocation of the Coronavirus Act Relief and Economic Security (CARES) Act. The allocation of \$699,600 per the original agreement was based on Kenmore's 2019 population estimate. The City entered into a contract with Department of Commerce who administered eligible reimbursement requests. The funds were available to reimburse costs incurred between March 1 and October 30, 2020. On September 2, 2020 Governor Inslee announced the award of an additional award of just over \$124 million to local governments in CRF funds. The City was then eligible to receive an additional \$349,800 of CRF funds, again based on Kenmore's 2019 population estimate. The contract with the Department of Commerce was amended to reflect a new total contract amount of \$1,049,400 and an extension of the reimbursement date to November 30, 2020. The City submitted the first reimbursement request on November 6, 2020 and the second on December 4, 2020. The combined total of the requests was \$1,049,400. The request was for safety personnel salary reimbursement (\$953,048), small business grants (\$69,500) and business reopening kits (\$26,852). The \$1,049,400 CRF reimbursement was received from Department of Commerce replenishing the General Fund for the public safety payroll expenses (\$953,048). The amount previously allocated for public safety payroll expenses in the General Fund was approved by Council to be used to cover additional small business grants, Human Service grants, and Community Organization grants. The following is the breakdown and use of the CRF reimbursement: • \$413,801 - Human Service grants (Rental assistance, food assistance, emergency assistance) • \$45,000 - Community Organization grants • \$104,699 - Small Business Grants • <u>\$485,900</u> - City covid 19 expenditures (safety supplies, equipment, telecommunication equipment, software, hardware etc. legal, consulting, training) • \$1,049,400 - Total	

FISCAL CONSIDERATION:

The City received \$1,049,400 of Coronavirus Relief Funds (CRF) under the Coronavirus Act Relief and Economic Security (CARES) Act for reimbursement of eligible expenses related to the Covid-19 health emergency for the period between March 1, 2020 and November 30, 2020.

Eligible expenses were first accounted for in the General Fund. The City submitted reimbursement request for eligible expenditures to the Department of Commerce and the General Fund was replenished upon receipt of funds.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

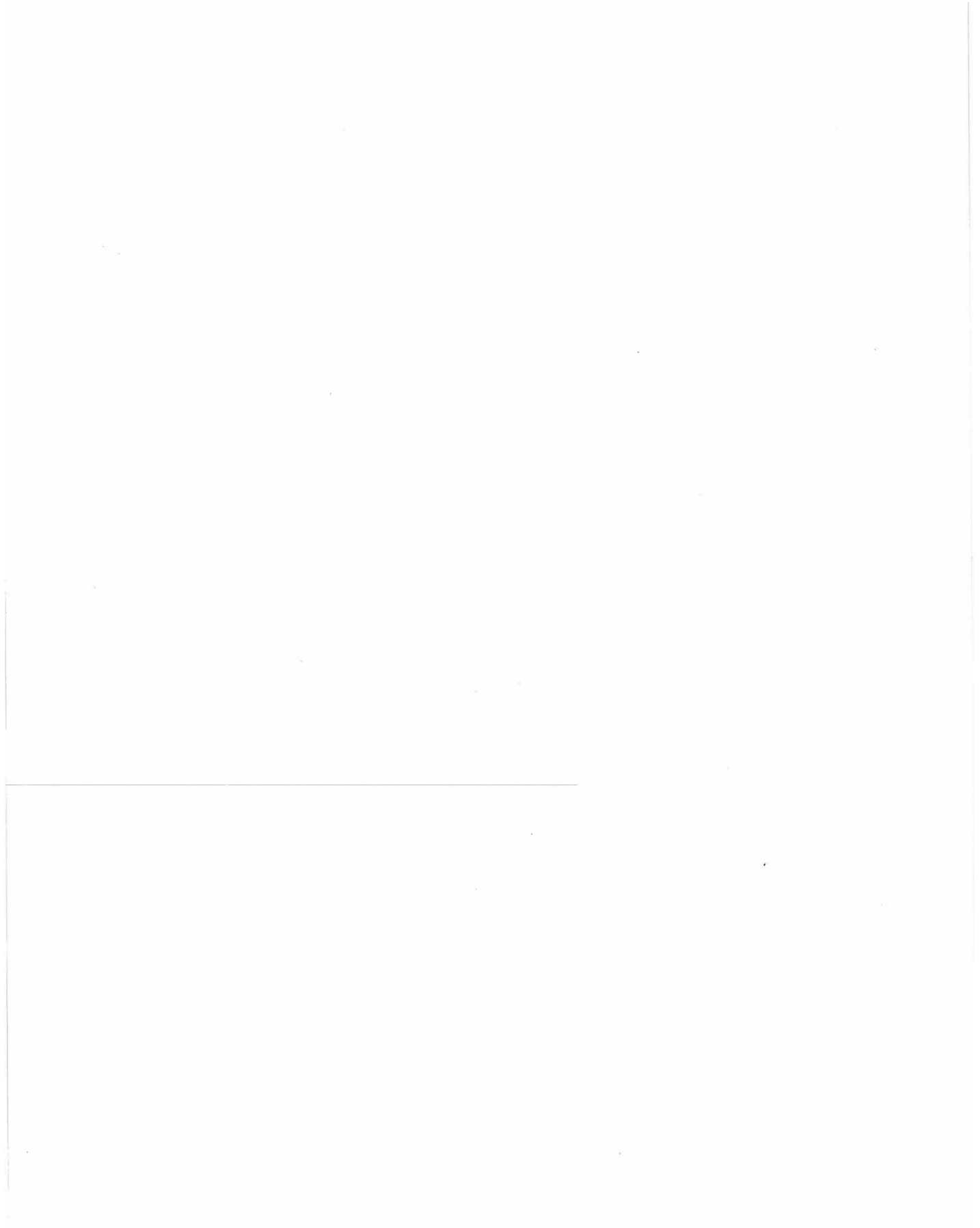
At the September 10, 2020 Council budget retreat, the Council noted that the Covid 19 pandemic had come after the Council had established priorities for 2020. However, Council recognized the City's response to the pandemic as a priority and it was added to the list.

HUMAN SERVICES GRANTS

Vendor	Amount	Description
HOPELINK	10,000.00	Pandemic Emergency Grant
MARY'S PLACE	10,500.00	Pandemic Emergency Grant
NORTHSHORE SCHOOLS FOUNDATION	3,000.00	Pandemic Emergency Grant
CENTER FOR HUMAN SERVICES	2,500.00	Pandemic Emergency Grant
HOPELINK	100,000.00	Rental Assistance Grant
CENTER FOR HUMAN SERVICES	14,301.00	Pandemic Emergency Grant
MARY'S PLACE	5,000.00	Pandemic Emergency Grant
NORTHSHORE SENIOR CENTER	66,000.00	Pandemic Emergency Grant
HOPELINK	2,500.00	Food Assistance Grant
NORTHSHORE SCHOOL DISTRICT	100,000.00	Pandemic Emergency Grant
NORTHSHORE SCHOOLS FOUNDATION	100,000.00	Pandemic Emergency Grant
	<u>413,801.00</u>	

COMMUNITY ORGANIZATION GRANTS

Vendor	Amount	Description
BASTYR UNIVERSITY	25,000.00	Community Organization Grant
BOTHELL KENMORE CHAMBER OF COMMERCE	5,000.00	Community Organization Grant
KENMORE COMMUNITY CLUB	5,000.00	Community Organization Grant
KENMORE HERITAGE SOCIETY	5,000.00	Community Organization Grant
ARTS OF KENMORE	5,000.00	Community Organization Grant
	<u>45,000.00</u>	



SMALL BUSINESS GRANTS

Vendor	Amount
192 BREWING COMPANY	1,955.55
2051 - PANTAC, LLC	1,955.55
58 STARS TRAVEL	3,000.00
7 STAR TOWING LLC	3,000.00
ALAA YASSIN, DDS PLLC	1,500.00
APEX ELECTRIC INC.	2,000.00
APEX ELECTRIC INC.	3,000.00
BECHTEL CONSULTING GROUP	1,500.00
BECHTEL CONSULTING GROUP	3,000.00
BIKEPT	1,955.55
BOWWOW FUN TOWNE	1,955.55
BROMEO, LLC	3,000.00
CAIRN BREWING	1,955.55
CHANSE DESIGNS LLC	1,955.55
COZY INN TAVERN	1,955.55
EASTSIDE NATURAL MEDICINE, PLLC	2,500.00
ELEPHANT EMERGENCY ROADSIDE LLC	2,500.00
EUGENIA LEE, DMD PLLC	3,000.00
HODGEPODGE CAFE	1,955.55
ICE_AME INC.	3,000.00
IMBAYA ARTS	2,500.00
INMOVE LLC	1,955.55
JESSICA DANKS	2,500.00
KATHERINE MARTIN, ND LLC	3,000.00
L1 RESTORATIONS, INC.	1,500.00
LAKEVIEW SMILES FAMILY DENTISTRY	1,955.55
LAMASTERWORKS MASSAGE	1,000.00
LITTLE IVY ACADEMY	3,000.00
M MEDINA REMODELING LLC	1,955.55
MR. T'S TROPHIES & AWARDS LLC	1,500.00
NINE YARDS BREWING, CORP.	1,955.55
NORTH SOUND PLUMBING	1,500.00
NORTHSHORE ENDODONTICS PLLC	2,000.00
NORTHSHORE PUB	1,955.55
PK & JK CORPORATION	2,500.00
PK & JK CORPORATION	3,000.00
PRETTY NAILS	3,000.00
PRETTY NAILS	3,000.00
RAINBOW TOWING	1,955.55
SALON EXODUS	1,955.55
SAM'S TOWING & RECOVERY LLC	1,955.55
SDP ENTERPRISES, INC.	3,000.00
SHARI BOTH JEWELRY DESIGN	2,500.00
SHIN'S TAEKWONDO ACADEMY	3,000.00
STAR NORTHWEST, INC. KENMORE LANES	1,955.55
ZAHOOMI LLC	1,955.55
TOTAL	104,699.90

Signature: Rob Karlinsey
Rob Karlinsey (Mar 2, 2021 17:59 PST)

Email: rkarlinsey@kenmorewa.gov

20210302174033

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYSFtpDXGzrTZpxsa13Prslor1m9tabf9

"20210302174033" History

-  Document created by Leticia Salcido (lsalcido@kenmorewa.gov)
2021-03-03 - 1:55:01 AM GMT- IP address: 50.235.209.34
-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
2021-03-03 - 1:56:03 AM GMT
-  Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
2021-03-03 - 1:57:49 AM GMT- IP address: 50.235.209.34
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2021-03-03 - 1:59:10 AM GMT - Time Source: server- IP address: 50.235.209.34
-  Agreement completed.
2021-03-03 - 1:59:10 AM GMT



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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment to the Pandemic and Public Health Emergency Response and Recovery Proclamation 20-02 Move to: Approve the Amended Pandemic and Public Health Emergency Response and Recovery Proclamation 20-02.4.	For Council Meeting Agenda of: March 22, 2021 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager Approved by City Attorney: <u>Initial & Date</u> Approved by Finance Director: <u>KW via email</u> Approved by City Manager: <u>LS</u> <u>RGK</u> Exhibits/Attachments: Pandemic and Public Health Emergency Response and Recovery Proclamation 20-02.4
<u>INFORMATION/BACKGROUND:</u> At the March 5, 2020 City Council meeting, the Kenmore City Council adopted Proclamation 20-02, approving the Pandemic and Public Health Emergency Response and Recovery Policy. The proclamation has since been amended three times by the City Council, on April 27th, 2020, July 13th, 2020, and February 8th, 2021. A number of City employees have been utilizing the pandemic-related leave benefit under the Families First Coronavirus Response Act (FFCRA) that was passed by Congress last spring. The benefit provides employees up to ten (10) days of emergency paid sick leave and up to twelve (12) weeks of public health emergency leave (the first two weeks unpaid) in connection with pandemic-related medical and childcare needs. Any time-off not qualifying under the FFCRA may be covered by the employee's use of accrued City leave or leave without pay. This leave benefit expired on its own terms on December 31, 2020. Although Congress did not extend the FFCRA, in December 2020 it passed another relief package that allowed for employers to voluntarily extend "FFCRA-like" leave benefits through March 31, 2021. In late December 2020, the City Manager signed Emergency Proclamation 20-02.3 allowing for the FFCRA leave benefits offered by the City to be extended through March 31, 2021, and the City Council ratified this action on February 8, 2021. Because the spread of the coronavirus has not been contained and access to vaccines is limited to certain populations, the City Manager recommends extending this leave provision through May 31, 2021.	



**Proclamation 20-02.34 – Amendment:
Pandemic and Public Health Emergency Response and Recovery**

1. PURPOSE: The purpose of this policy is to provide guidance and establish procedures in the event a pandemic illness or public health emergency is expected to, or currently is taking place, which may affect the operations of the City of Kenmore and/or pose a risk to the health or safety of staff and the community at large.
2. SCOPE: This policy applies to all City of Kenmore departments and employees.
3. DEFINITIONS:
 - A. Outbreak: a widespread occurrence of an infectious disease in a community at a particular time with a hospitalization and/or mortality rate significantly higher than the common flu.
 - B. Pandemic: a disease that is prevalent over a region, country, or the world.
 - C. Families First Coronavirus Response Act (FFCRA): Federally mandated leave program, voluntarily extended by the City through ~~March~~ May 31, 2021, that provides for Emergency Paid Sick Leave (EPSL) and Public Health Emergency Leave (PHLE).
4. REFERENCES:
 - A. Chapter 7.05 RCW – Local Health Departments
 - B. Chapter 7.08 RCW – Combined City-County Health Departments
 - C. Chapter 70.26 RCW – Pandemic Influenza Preparedness
 - D. RCW 38.52.070 – Emergency Powers
 - E. Chapter 8.30 KMC – Emergency Operations Plan
 - F. City of Kenmore Comprehensive Emergency Management Plan
 - G. City of Kenmore Personnel Policies
 - H. Washington Department of Health: doh.wa.gov
 - I. Public Health – Seattle & King County: www.kingcounty.gov/depts/health.aspx
 - J. Families First Coronavirus Response Act under the authority of the U.S. Department of Labor Wage and Hour Division
5. POLICY: It is the policy of the City of Kenmore to take all appropriate measures needed to address a pandemic and protect public health. Protecting the community and City staff is a top priority and this policy establishes some of the actions that may be taken, and the

authority, granted to address a pandemic.

6. PROCEDURES: The following procedures are established to minimize disease exposure and maintain continuity of City operations in the event that a pandemic becomes a threat to the health or safety of City employees, their families, and the community at large.
 - A. Declaration of Pandemic and/or Public Health Emergency: Public health professionals at organizations such as the Centers for Disease Control and Prevention (CDC), Washington State Public Health Department, Washington State Governor, and/or King County/Seattle Public Health Department may declare that a pandemic, outbreak, or public health emergency exists. Such declarations may contain instructions or recommendations to both private and public sector entities. The City will follow all mandatory instructions and will implement recommendations to the extent it determines these to be applicable and/or feasible or practicable under the particular circumstances.
 - B. Procedures to help minimize the spread of germs: Employees are urged to practice standard Non-Pharmaceutical Interventions (“NPI’s”), including covering coughs by coughing into a tissue or, if a tissue is not available, into their elbows, regular hand washing, regular use of alcohol hand sanitizer, and avoiding touching eyes, nose, or mouth. Hands and work surfaces should be disinfected frequently. Employees are also urged to utilize social distancing such as maintaining a distance of six feet from others when practical to do so.
 - C. Proclamation of Emergency/Disaster Due to Pandemic: Upon the City’s proclamation of emergency/disaster due to pandemic, the following shall apply:
 - i. Employees who have a communicable illness or are experiencing flu-like symptoms (as then-defined by the applicable health authorities), are prohibited from coming to work and are encouraged to consult their physician.
 - ii. Employees reporting to work who exhibit symptoms of a communicable illness will be sent home and encouraged to consult their physician. Unless otherwise prohibited by law, the employee shall be required to utilize accrued leave, if any, pursuant to adopted Personnel Policies or applicable collective bargaining agreement if they are sent home due to symptoms of an illness.
 - iii. If the illness of an employee or member of an employee’s household interferes with reporting to work in a timely manner, the employee is responsible for notifying their supervisor pursuant to the provisions of the Personnel Policies or applicable collective bargaining agreement. Employees must not return to work until they have been free of illness symptoms (fever, chills, sore throat, etc.) for at least 24 hours (or as otherwise provided for in applicable guidelines published by the appropriate health authorities).

- iv. Except as otherwise provided or prohibited by law, employees are required to first utilize their accrued sick leave and then any other accrued paid time off (vacation leave, compensatory time, or floating holidays) while recovering from, or caring for a spouse or dependent recovering from, illness.
- v. If the school or place of care of an employee's child is closed due to pandemic, the employee may use accrued sick leave (or other accrued paid time off, to the extent the employee does not have sufficient sick leave), to care for the child.
- vi. Employees may donate accrued sick leave to employees who do not have enough accrued leave balances to cover their absence, in accordance with the City's shared leave policy.
- vii. When quarantine of an employee is ordered by State or County Health Officials due to a pandemic illness, employees may use accrued sick leave (or other accrued paid time off, to the extent the employee does not have sufficient sick leave) for the period of quarantine.
- viii. In response to the Covid-19 pandemic, the City provides emergency paid sick leave and public health emergency leave in accordance with the FFCRA.
- ix. At the discretion of the City Manager or designee, City Hall may alter its business practices, hours of business, and services provided. Examples of potential measures that could be taken include but are not limited to:
 - a. The City may implement temporary emergency procedures to minimize in-person contact between employees. Such measures may include greater use of e-mail, phone, and teleconferences as opposed to in-person meetings and contact.
 - b. Reduced Reception and Front Counter Service: The City may alter how it conducts business with the public by limiting or halting services at counters/areas of the City Hall and other facilities where front-line services are typically provided.
 - c. Partial Work from Home Schedules: Some staff may be permitted or assigned to work from home.
 - d. Full or partial City Hall Closure: City Hall may be partially or fully closed. During closure, staff who are able to reasonably work from home, whether in full or partial shifts, will be allowed to do so, and City managers and supervisors will coordinate this directly with the subject employees. To the extent they are not able to fully or partially work from home, staff will be provided leave in accordance with the provisions of the Families First Coronavirus Response Act (FFCRA), to

the extent applicable. If FFCRA is not applicable, employees may use their accrued paid time off benefits in connection with absences due to City Hall closure. If the employee does not have accrued paid time off, the employee may be granted an unpaid leave of absence in accordance with normal City policy.

_____	_____
_____	_____



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: King County Fire Protection District No. 16 Proposition No. 1 Merger of Northshore Fire Department into Woodinville Fire & Rescue Proposed Council Action/Motion: Discussion of Ballot Measure. Pursuant to RCW 42.17A.555(1), members of the public and council and will be afforded an approximately equal opportunity for expression of an opposing view	For Council Meeting Agenda of: March 22, 2021 Department: Clerk Prepared by: Anastasiya Warhol, City Clerk <table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: right;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">DR via email 3/9</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">RK via email 3/10</td> </tr> </table> Exhibits/Attachments:		<u>Initial & Date</u>	Approved by Department Head:	N/A	Approved by City Attorney:	DR via email 3/9	Approved by Finance Director:	N/A	Approved by City Manager:	RK via email 3/10
	<u>Initial & Date</u>										
Approved by Department Head:	N/A										
Approved by City Attorney:	DR via email 3/9										
Approved by Finance Director:	N/A										
Approved by City Manager:	RK via email 3/10										
<u>INFORMATION/BACKGROUND:</u> The Board of Fire Commissioners of Fire Protection District No. 16, King County, Washington, adopted a resolution concerning the merger of Fire Protection District No. 16 (Northshore Fire Department) into Woodinville Fire & Rescue. This proposition would merge King County Fire Protection District No. 16 (Northshore Fire Department) into Woodinville Fire & Rescue, creating one fire protection district to provide fire and emergency medical services for the areas currently served by the two districts, which includes Kenmore. RCW 42.17A.555(1) authorizes the City Council to take action to collectively express a decision, or to actually vote upon a motion, proposal, or to support or oppose a ballot measure so long as (a) the agenda includes the title and number of the ballot proposition, and (b) members of the public and councilmembers are afforded an approximately equal opportunity to express an opposing view.											
<u>FISCAL CONSIDERATION:</u> N/A											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>											



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Safe Place Program in Kenmore Proposed Council Action/Motion: Issue attached Proclamation marking the beginning of Kenmore's Safe Place Program	For Council Meeting Agenda of: March 22, 2021 Department: Prepared by: Anastasiya Warhol, City Clerk <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;"></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Police Chief:</td><td style="text-align: right;">Via email 3/11</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">Via email 3/11</td></tr> </table> Exhibits/Attachments: Presentation Materials Proclamation		<u>Initial & Date</u>	Approved by Police Chief:	Via email 3/11	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	Via email 3/11
	<u>Initial & Date</u>										
Approved by Police Chief:	Via email 3/11										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	Via email 3/11										
<u>INFORMATION/BACKGROUND:</u> At the January 2021 Council Retreat, the Council expressed a desire to participate in the well-known and locally born "Safe Place" program. This program capitalizes on a partnership between law enforcement and participating businesses in responding to cases of hate or bias crimes. At the core, the program is designed to collaboratively and directly assist victims of hate crimes in real-time. Since the retreat, the City has laid the foundation to begin the program including procuring program materials and creating a website space where businesses can choose to participate in the program. Participation in the program requires that, if a victim of a crime enters the premises asking for help, the partnering organizations/businesses/entities agree to call 911 immediately and allow the victim to remain on-premises until police arrive.											
<u>FISCAL CONSIDERATION:</u> The program creatively leveraged larger city resources at a minimal initial cost to the City.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> This program is directly aligned with broad health and safety initiatives and specifically aligned with the City's Diversity, Equity, and Inclusion efforts.											

City of Kenmore, Washington

Safe Place Program Adoption

March 2021

PROCLAMATION

WHEREAS, victims of hate crimes are often fearful to report these crimes to authorities, allowing suspects to continue their unlawful and threatening behavior,

WHEREAS, hate crime laws in Washington State protect community members from crimes in which they are targeted due to their race, religion, ancestry, national origin, gender, sexual orientation, gender expression or identity, or mental, physical, or sensory disability,

WHEREAS, members of the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) community in particular have historically under-reported hate crimes that occur to them,

WHEREAS, race-based hate crimes continue to persist, including an increasing number of hate crimes directed towards members of the Asian-American community in our nation over the past year, driven by false narratives and xenophobia surrounding the pandemic,

WHEREAS, the development of a partnership with businesses and community groups can serve a critical role in assisting victims of hate crimes,

WHEREAS, Kenmore strives to provide a welcoming, inclusive community where all feel safe from bias-motivated crimes,

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim that the City of Kenmore is hereby a proud member of the Safe Place Program.

Let us support our community by providing locations where persons can seek out a safe place to call 911 and wait for police to arrive. While Kenmore remains a highly safe community with low rates of crime, including hate crimes, it is our intent to be welcoming and supportive of all within our city.

IN WITNESS WHEREOF, signed this 22nd day of March 2021.

IN WITNESS WHEREOF, signed this 22nd day of March 2021.



Signed: _____

Mayor David Baker

Attested: _____

City Clerk Anastasiya Warhol



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Addendum No. 1 to Contract 18-C1863 with the Northshore Canoe and Kayak Club (NCKC) for Recreational Programming Proposed Council Action/Motion: Motion giving authorization to the City Manager to execute addendum No. 1 to contract 18-C1863.	For Council Meeting Agenda of: March 22, 2021 Department: Community Development Prepared by: Rita Moreno, Recreation Coordinator and Debbie Bent, Community Development Director <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"></th><th style="text-align: right; border-bottom: 1px solid black;"><u>Initial & Date</u></th></tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">3/4/21</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">2/8/21 e-mail</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">3/4/21 e-mail</td></tr> </tbody> </table> Exhibits/Attachments: 1. Contract 18-C1863 2. Addendum No. 1 to Contract 18-C1863		<u>Initial & Date</u>	Approved by Department Head:	3/4/21	Approved by City Attorney:	2/8/21 e-mail	Approved by Finance Director:	N/A	Approved by City Manager:	3/4/21 e-mail
	<u>Initial & Date</u>										
Approved by Department Head:	3/4/21										
Approved by City Attorney:	2/8/21 e-mail										
Approved by Finance Director:	N/A										
Approved by City Manager:	3/4/21 e-mail										
<u>INFORMATION/BACKGROUND:</u> A contract agreement between the City and NCKC (also known as Kenmore Waterfront Activities Center), has been in place since 2014 for waterfront recreational programs. A new contract was executed in 2018 (see attachment #1). The 2018 contract allowed NCKC the right to use a detached garage and portions of the Squires Landing Park property, including the lagoon parcel, for vessel and equipment storage in return for recreational programming. The original term of this agreement was through December 31, 2020 with automatic one-year term extensions unless either party triggered termination in writing before October 1st. The contract automatically renewed through December 31, 2021. The estimated construction schedule for the Squires Landing Waterfront Improvement Project is September 2021 to September 2023. During project construction Squires Landing Park will be closed to the public, including access for NCKC recreational programming. Therefore, an addendum (see attachment #2) to Contract 18-C1863 is necessary to clarify several terms of the contract agreement to reflect the construction project's impact on use of the City's property. The addendum shows amendments to sections of the contract in underline (new language) and strikethrough format. All other contract terms remain in effect through December 31, 2021. The proposed addendum was provided to NCKC for review. A new contract will be negotiated to outline terms of how NCKC will provide recreational programming following completion of park improvements. A new contract will be brought forward for Council consideration, likely early 2023. A summary of contract amendments included in Addendum No. 1 are as follows: Term: Contract term extended to December 31, 2021. No automatic renewals. Equipment Storage: All boats and equipment stored anywhere other than in the garage (including all moored equipment) must be removed by September 1st, 2021. The City Manager has the authority to extend this date without further amendment of the contract. The City Manager may, without further amendment of the contract, grant NCKC access to the garage and storage shed if, prior to September 1st, 2021, the City receives written											

notice, signed by the adjacent property owner (property owner immediately to the west of the park property), that NCKC has permission to access the garage and storage shed via the adjacent property. All costs incurred by the City to either modify and/or secure safe access to the garage and storage shed must be reimbursed by NCKC unless otherwise authorized by the City Manager.

Activities: The addendum deletes the requirement for NCKC to organize two semi-annual park clean-up days.

Use of Funds: As a consideration for providing recreational programming, the 2018 contract stated the City would contribute \$40,100 for acquisition, repair, and maintenance of safety launch (es) and motor(s), dragon boat(s) and canoes & kayaks. The City has contributed through reimbursement to NCKC an amount of \$14,740 for a safety launch, \$4,307 for a boat motor and \$12,000 for a dragon boat. \$9,163.61 of the \$40,100 remains unspent, anticipated for purchase of kayaks and racing paddles. However, NCKC has not satisfied the conditions outlined in the agreement for the City to pay for this equipment (refer to Attachment #1, page 3 of Contract 18-C-1863).

The addendum gives the City Manager without further amendment of this agreement, upon approval of a request by NCKC the authority to use remaining funds (\$9,163.61) to reimburse NCKC for costs associated with operations on the adjacent parcel or other property in Kenmore (e.g., rent, or additional storage). The City Manager also has the authority to use these funds to pay for City for costs incurred to either modify and/or secure safe access to the garage and shed on the property.

FISCAL CONSIDERATION: \$9,163.61 of the original \$40,100 budgeted in prior budgets for acquisition, repair and maintenance of equipment has not been allocated to NCKC as terms of Contract 18-C1863 have not been met for purchase of kayaks and racing paddles. Addendum No.1 to Contract 18-C1863 gives the City Manager flexibility to use the \$9,163.61 to reimburse NCKC for operational costs on the adjacent parcel and for City costs to secure NCKC access to the garage and shed on Squires Landing park property.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Priorities adopted 2/22/21: #5 Implement the Walkways and Waterways projects

Contract 18-C 1863

AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING

THIS AGREEMENT made and entered into this 3 day of APRIL, 2018, by and between the CITY OF KENMORE, a municipal corporation, hereinafter referred to as "City", and Northshore Canoe and Kayak Club, a State of Washington nonprofit corporation (UBI# 603311491), hereinafter referred to as "NCKC."

WITNESSETH:

City hereby grants to NCKC the right, license, and privilege to utilize a detached garage and portions of the City-owned Squires Landing Park property located near the Sammamish River at 7353 NE 175th Street and adjacent lagoon parcel in Kenmore ("Park") in the manner and for the purposes hereinafter specified. In addition, the city manager may approve NCKC presence and vessel and equipment storage at other locations in the City, including but not limited to Rhododendron Park and Log Boom Park, subject to site and space availability, permit and agency requirements, and other limiting factors at the city manager's sole discretion. In this Agreement, NCKC shall mean NCKC and its dba's, programs, subcontractors, and affiliated organizations through which recreational programming is being provided and coordinated by NCKC. The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF USE

NCKC is granted the non-exclusive right to operate and conduct hand-powered watercraft activities, classes and programs for the public at the Park, in the area of the Park depicted on Exhibit A (the "Premises"). NCKC's use of other areas in the Park, including the dock, shall not be exclusive; such areas shall remain and be available for use by City and the public. City shall not charge NCKC for these activities and uses described in Exhibit B, for the reason stated in the "Programs and Activities" section of this Agreement. Prices and membership fees charged by NCKC to participants for hand-powered watercraft activities in the Park must be comparable and competitive with (or lower than) those generally charged in the area for similar membership levels.

TERM OF AGREEMENT

This Agreement shall begin on April 1, 2018 and end on December 31, 2020. Subject to the termination provisions below, this Agreement shall be automatically extended for additional one-year terms unless either party gives written notice of termination to the other party on or before October 1 of the calendar year prior to the end of the initial term of this Agreement or the end of any one-year term.

LICENSING AND OTHER REQUIREMENTS

NCKC shall, at its own expense, obtain all necessary licenses, permits and approvals for its activities and operation, including a City business registration. NCKC or its affiliate

organizations shall not alter or modify any portion of the Park property or structures on the property without first obtaining written permission of the City Manager and obtaining required permits and approvals.

PROGRAMS AND ACTIVITIES PROVIDED BY NCKC

In consideration for NCKC's use of the garage and portions of the Park at no cost, NCKC shall provide, among other required activities described in this agreement, recreational programming and instruction (see Exhibit B) to students, defined as persons less than eighteen (18) years of age ("student") as well as adults. NCKC shall use a well-rounded, multi-discipline approach, allowing and making room for various forms of paddling and rowing programs and activities to operate under the NCKC umbrella.

NCKC and all Affiliate Clubs will provide the equipment, including all safety provisions to allow full participation. Additional details on programming and NCKC's affiliated organizations and subcontractors is provided in Exhibit B of this Agreement.

NCKC and Affiliate Clubs will provide scholarships to any student who expresses the desire to participate but is financially unable to do so. These scholarships will be available for the duration of this Agreement. In its brochures and marketing materials, NCKC shall advertise and make the scholarships known to potential participants.

NCKC shall organize two semiannual Park cleanup days per year. These Park cleanup days will be coordinated with the City. Park cleanup activities shall include such tasks as weeding, edging, raking, trimming and removing vegetation, spreading mulch or topsoil, picking up litter, and performing other Park maintenance tasks. On an ongoing basis, NCKC must keep the Park free of litter and debris.

NCKC shall be responsible for its administrative functions, including bookkeeping, collecting membership dues, recruiting and managing staff and volunteers, maintaining membership and class rosters, accounts payable, etc. All Affiliate Clubs will maintain their own financial and administrative functions.

One-Time Contribution for Equipment

As additional consideration for the services to be provided by NCKC as described in this agreement, the City will contribute up to \$40,100 for acquisition, repair, and maintenance of the following boats and related equipment:

- Safety launch(es) and motor(s)
- Dragon Boat(s)
- Canoes & Kayaks

The above one-time contribution can also be used for acquisition, repair, or maintenance of the boats and equipment during the term of this agreement. Before expending funds for boats and equipment under this paragraph, NCKC shall propose specific items and costs to the city manager. Upon approval of the request by the city manager, NCKC can either incur the costs and then seek reimbursement from the City or request that the City pay the vendor(s) directly. Note, however, that the City cannot make payments in advance of receiving goods or services.

For canoes, kayaks, and related canoe and kayak equipment, the City will not pay for or reimburse NCKC for Canoe and Kayak equipment until the following conditions have been met:

1. A canoe and kayak head coach (either paid or volunteer) has been appointed by NCKC and has committed to coach students for at least three afternoons/evenings per week April 1 through September 30 of each year. The coach shall also commit to recruiting students and accompanying students on at least three regional competitions per season.
2. At least 12 students are enrolled in the canoe and kayak program under the direction of the coach.

If, at any time during this agreement, both of the above conditions are met and City funds were used to acquire canoes, kayaks, and related canoe and kayak equipment; and then either of the above two conditions later fails to be met for more than sixty days (either cumulative or consecutive) during any April 1-September 30 season during the term of this contract, NCKC will reimburse the City for the canoes, kayaks, and/or equipment, prorated based on an expected 10 year life of the equipment from the date NCKC acquired it (regardless of whether NCKC purchased the equipment new or used).

If, during the term of this agreement, any of the programs dissolve and City funds were used to purchase boats or equipment for those programs, NCKC will reimburse the City for the affected boats or equipment, prorated based on an expected 10-year life of the equipment from the date NCKC acquired it (regardless of whether NCKC purchased the equipment new or used).

NCKC may not sell, trade, surplus, donate, or dispose of any boats or equipment purchased with City funds without prior written approval of the city manager. If NCKC makes such a request, the City may request and be entitled to a prorated reimbursement from NCKC based on an expected 10-year life of the equipment as described above.

ADVERTISING AND PROMOTION

City shall promote and advertise NCKC classes, programs and events at least once yearly in City's Newsletter (timing and space permitting). City shall also include a link on City's website to NCKC. From time to time City may announce NCKC programs, classes, and events through City's various communications outlets.

NCKC shall also promote the City of Kenmore in its advertising and media. Any competitive team operating through NCKC shall display its association with the City of Kenmore at all events.

Subject to changes in City's sign code, NCKC may place one sign on the water (southern) side of the Park. The sign shall be no more than five square feet in size and must meet City's sign code requirements. The look, content and location of the sign shall be approved in writing and in advance by the City Manager. The sign's location shall not interfere with public use and enjoyment of the Park.

Also subject to changes in City's sign code, NCKC may also place one A-frame sign on City property (not in the right of way) near and visible from NE 175th Street. Current City code (subject to change) allows an A-frame sign no larger than six square feet. The look, content and location of the A-frame sign shall be approved in writing and in advance by the City Manager.

NCKC shall not place any other signage or advertisement on the Park without written permission from the City and, if such permission is granted, until appropriate permits, licenses, and approvals are obtained.

EVENTS

NCKC is encouraged to organize special events in the Park and at other appropriate venues in the City, including regattas, triathlons, and the like. NCKC shall first obtain written permission from the city manager and shall obtain the proper permits, licenses and approvals for such events. Once approved, City will help promote the event by including it in City Newsletter (as timing allows) and by announcing it on City's web page, email listserv, and social media.

Each year, NCKC shall lead, organize, and execute an annual waterfront activities fair at the Park. The City may help promote the event through its media channels.

A City sponsored event at the Park has scheduling priority over NCKC events and activities.

REPORTING

By the March 31, NCKC shall submit to the City an annual report, which shall provide relevant information about the prior calendar year, including but not limited to data on number of student participants and members, number of adult participants and members, volunteer hours, number and types of classes and programs, enrollment in

each of the classes and programs, fees, and number of discounted memberships and classes for low income students and families.

INDEPENDENT CONTRACTOR

This Agreement is not a contract of employment and NCKC is an independent entity with respect to its business, use and activities hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Any assistants, volunteers, or other help used by NCKC are and shall be deemed to be employees of NCKC and not employees of City. NCKC shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

For all its business, use and activities under this Agreement, NCKC (and its affiliated organizations and subcontractors) shall obtain and maintain for the duration of this Agreement, policies of Commercial General Liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than an AM Best rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. City shall be named as an additional insured and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance. NCKC shall provide a Certificate of Insurance with applicable Additional insured endorsements for both the CGL coverage and products/completed operations with the City prior to NCKC using the Park facilities and areas and/or providing services.

HOLD HARMLESS/INDEMNIFICATION

NCKC shall defend, indemnify and hold City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of NCKC with respect to any and all activities conducted by NCKC, use of the Park and construction of modifications or improvements under this Agreement, except for injuries and damages caused by the sole negligence of City.

City shall defend, indemnify and hold the NCKC, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of City in carrying out its administrative duties under this Agreement, except for injuries and damages caused by the sole negligence of NCKC.

RULES GOVERNING OPERATION

The Park shall be available for general public use at all times during Park hours. NCKC may only operate during daylight hours, but in any event no sooner than 7:00 a.m. and no later than to 9:00 p.m. with the exception of July 4th.

During NCKC's use of the Park and provision of classes, programs, and events, the public shall be welcome to use the Park, including but not limited to the boat ramp and dock, and NCKC members, staff, and coaches shall in no way treat the public as if they are not welcome to freely use the Park for picnics, launching from the dock, and other activities that maximize the full use and enjoyment of the Park. NCKC members, staff, and coaches shall at all times be courteous and friendly to all those who use the Park. NCKC is not authorized to act on behalf of City to enforce laws and Park rules. If NCKC members or staff believe a member of the public is violating a law or Park rule in the Park, NCKC shall call the police or contact City immediately.

To maximize the use of the dock for the launching of hand-powered watercraft, City may post "No Fishing from Dock" signs. NCKC and its members, staff and coaches shall not monopolize the dock or boat ramp and shall keep the dock and boat ramp reasonably clear for other boats. Depending on usage and conflicts that may arise, City may adopt additional rules regarding use and public enjoyment of the dock and boat ramp.

NCKC shall at all times keep its area of business, use and activities free of clutter and litter and debris, stains and spills related to the business, use and activities. All trash generated by NCKC's business, use and activities shall be collected and disposed of as soon as possible by NCKC.

NCKC shall not have the right to designate parking at the Park for NCKC staff or customers. City will post no parking signs or place cones or barricades to allow appropriate access to the garage at all times. City reserves the right to change, add, remove, or otherwise establish rules for the Park, including but not limited to parking, hours of operation, signage, and facility reservations.

City reserves the right to repair, remove, change, relocate, add to, or modify any of the structures in the Park, including the dock, garage, and manufactured home or close the Park for periods of time. City reserves the right to remove or modify existing structures, including the garage, and to construct new structures. NCKC recognizes that any such closure, removal, change, modification or construction may render any or all of the Park facilities unusable for a period of time. Any such closure, removal, change, modification or construction and resulting inability to use the Park facilities shall not be a breach of this Agreement.

EQUIPMENT STORAGE

NCKC may store its boats and other equipment in the garage as well as other designated locations in the Park; This includes outdoor storage of up to two large boats along the

Northwest corner as shown in Exhibit A. Any outdoor storage structure for the above mentioned oversized boats, temporary or permanent, must be approved in writing and in advance at the sole discretion of the city manager and in compliance with permit and agency approval requirements. The city manager may approve storage of other boats at the city manager's sole discretion. City shall not be responsible for lost, stolen, or damaged boats and equipment. City's insurance does not provide coverage for lost, stolen, or damaged boats and equipment, and NCKC is encouraged to obtain its own insurance coverage.

No overnight moorage is allowed with the exception of one boat on the landward side of the existing dock. Overnight moorage of up to four boats is allowed on the western side of the lagoon. Access to the lagoon must be from the Park property.

All other vessels used by NCKC or its affiliate organizations must be stored in the garage, or in designated storage areas such as the outdoor boat racks. All other related equipment must be stored in the garage and adjacent storage shed.

All NCKC-owned equipment, supplies, and other items and those from affiliated organizations must be removed from the Park within seven (7) days of the last day of this Agreement.

SAFETY PROCEDURES AND SAFETY EQUIPMENT

NCKC must operate the classes, programs and activities and use the Park and facilities (and the water specialty activities, in particular) according to each water sports standards. When in or on the water, every student must, at all times and with only an exception for students in a rowing program, wear a personal flotation device that is U.S. Coast Guard approved and meets additional "safe for use" guidelines. No fewer than two NCKC staff (or one coach and a parent/guardian) must supervise water activities at any given time when students are on the water. All NCKC adult staff, volunteers, and parents who provide training, supervision, and/or regularly or semi-regularly interact with participants who are students or vulnerable adults must complete a Washington State Patrol criminal background check.

Participants must be taught how to properly enter and exit the water and navigate their crafts. Any Affiliate Club whose sport requires shall hold a current Float Test. NCKC shall comply with all Washington State and U.S. Coast Guard water safety laws. NCKC must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, NCKC staff must be First Aid and CPR-certified, and NCKC must provide First Aid kits on site and accessible to staff and members. The standards and requirements of this section have been promised to City

by NCKC, according to standards that are known to and understood by NCKC. City shall not be required to enforce these standards and requirements and shall not be responsible for NCKC's adherence (or lack of adherence) to them.

When students are paddling on the water, NCKC shall have adult, on-water supervision at all times. On-water supervision means that the adult shall be in a water craft that can follow students and allow the adult supervisor to keep students within view and respond to their needs.

TERMINATION OF AGREEMENT

In the event NCKC breaches any term of this Agreement, or in the event NCKC violates any local, City, County, State or Federal laws applicable to its business, use, and activities hereunder, City may terminate this Agreement upon ten (10) days written notice to NCKC. However, the City Manager or designee may order NCKC to cease operations immediately at any time should the City Manager or designee determine such operations are detrimental to public safety, health or welfare. In the event of termination, NCKC agrees City shall have the right to dispose of all property used by NCKC in its operations that has not been removed by NCKC by the ending date of this Agreement.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the Parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both Parties.

SUCCESSORS AND ASSIGNS

NCKC shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

NCKC shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bonafide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CITY OF KENMORE, WASHINGTON

NCKC

By: 

By: 

Title: City Manager

Title: PRESIDENT

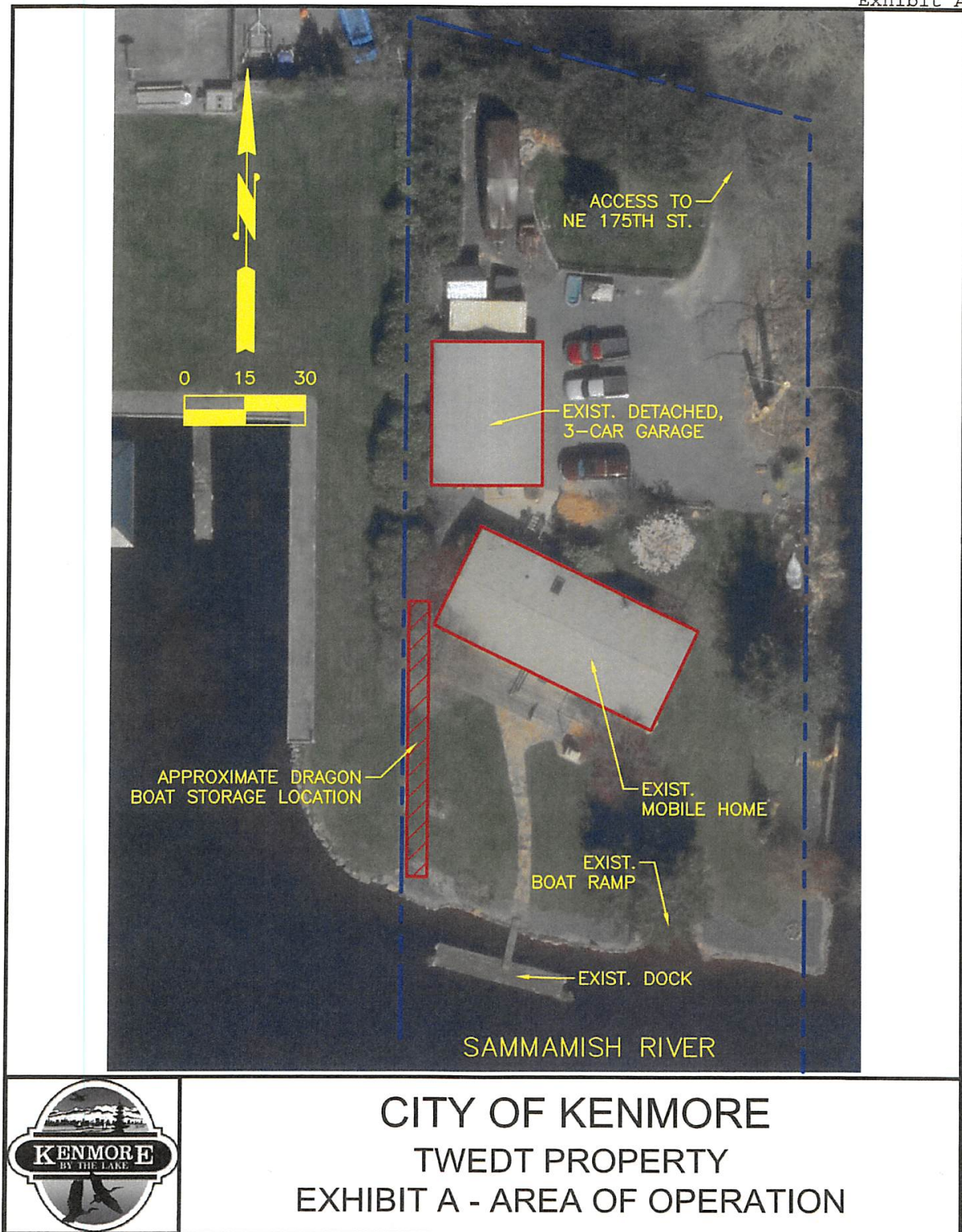
Date: 4-3-18

Date: 4. 3. 18

EXHIBIT A
Area of Operation

Insert aerial photo

Exhibit A



**EXHIBIT B
PROGRAMS AND AFFILIATED ORGANIZATIONS**

NCKC may provide activities, classes, and programs at the Park either directly or through affiliated organizations and/or subcontractors. The city manager is authorized to approve any new organizations or subcontractors, not identified below, under the NCKC umbrella. Any such new additions shall be approved by the City Manager in writing and in advance, shall provide the same insurance coverages as required of NCKC in this Agreement, and shall comply with the terms of this Agreement. In any case, NCKC shall be the responsible, umbrella organization with which City interacts and holds all affiliated organizations and subcontractors accountable under this Agreement.

The following organizations and programs are authorized to operate as affiliated organizations and subcontractors under the direction and coordination of NCKC:

Kenmore Waterfront Activities Center (KWAC). As a dba of NCKC, KWAC will provide the coordination of the programs and activities at the Park. KWAC (i.e. NCKC) will coordinate boat and equipment storage in the garage, moorage, and other designated storage areas as well as scheduling and coordination of various classes and activities.

Kenmore Canoe and Kayak Club. From June 1 through August 30 of each year of this agreement, Kenmore Canoe and Kayak Club (as a dba of NCKC) will provide weekly instruction to students on how to paddle kayaks and canoes, which may also include competitive coaching and racing opportunities. The Club may also provide such opportunities for adults.

Seattle Flying Dragon Boat Club. As an affiliated organization of or subcontractor to NCKC, the Seattle Flying Dragons shall provide weekly Dragon Boat paddling opportunities in City for at least 40 weeks per year of each year of this agreement. Any City-based Dragon Boat racing team(s) shall prominently bear the "Kenmore" name.

Kenmore Rowing Club. As a dba of NCKC, Kenmore Rowing Club will provide weekly between June 1 and August 30 of each year of this agreement. KRC will promote rowing with summer student camps.

WhatsSUP Stand Up Paddle and Kayak. As a dba of NCKC, WhatsSUP may provide instruction for learn to stand up paddle to students and adults. The program may also include yoga SUP as well as competitive instruction. [The City's agreement with WhatsSUP for concession services at Log Boom Park is separate from and not part of this agreement.]

Hui Wa'a O Puget Sound Outrigger Canoe Club. As a dba of NCKC, Hui Wa'a O Puget Sound Outrigger Canoe Club may provide instruction as well as introduce and promote Hawaiian heritage by providing members an opportunity to perpetuate the water sport and competitive spirit of Hawaiian outrigger canoe racing.

Contract 18-C1863

**ADDENDUM NO. 1
TO THE
AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING**

This Addendum No. 1 to the AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING, Contract No. 18-C1863 ("Agreement") is entered into by and between the City of Kenmore, a municipal corporation (hereinafter the "City") and the Northshore Canoe and Kayak Club, a Washington non-profit corporation (hereinafter "NCKC"), is made effective upon mutual execution.

WHEREAS, the parties executed the Agreement to memorialize the City's grant to NCKC the right, license and privilege to utilize certain portions of City-owned real property at 7353 NE 175th Street and the adjacent lagoon parcel and fixtures thereto, and to set out the conditions for use; and

WHEREAS, the Agreement's initial term was for a period ending on December 31, 2020, unless automatically extended for an additional one-year term absent either party triggering termination in accordance with the terms of the agreement; and

WHEREAS, neither party sought to terminate the Agreement prior to December 31, 2020, and accordingly, the agreement has been extended for a one-year period; and

WHEREAS, the City has commenced the Squire's Landing Park Waterfront & Natural Open Space Access Project (the "Project"), with construction to begin in late Spring 2021, and the Project is predicted to impact the terms of the Agreement pertaining to use of the City's property and fixtures during the term of the Project; and

WHEREAS, the parties desire to amend the Agreement to reflect the Project's impact on NCKC's use of the City's property and fixtures;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

A. Section "Term of Agreement" is hereby amended to read as follows:

This Agreement shall begin on April 1, 2018 and end on December 31, ~~2021, 2020.~~
~~Subject to the termination provisions below, this Agreement shall be automatically extended for additional one-year terms unless either party gives written notice of termination to the other party on or before October 1 of the calendar year prior to the end of the initial term of this Agreement or the end of any one-year term.~~

B. Section "EQUIPMENT STORAGE" is hereby amended to read as follows:

Beginning on September 1, 2021, all boats (including those stored at the park that NCKC rents to members of the public) and equipment stored anywhere other than

~~in the garage (including all moored equipment) shall be removed and may not be stored in the Park or on the Premises. NCKC may store its boats and other equipment in the garage as well as other designated locations in the Park; This includes outdoor storage of up to two large boats along the Northwest corner as shown in Exhibit A. Any outdoor storage structure for the above mentioned oversized boats, temporary or permanent, must be approved in writing and in advance at the sole discretion of the city manager and in compliance with permit and agency approval requirements. The city manager may approve storage of other boats at the city manager's sole discretion. City shall not be responsible for lost, stolen, or damaged boats and equipment. City's insurance does not provide coverage for lost, stolen, or damaged boats and equipment, and NCKC is encouraged to obtain its own insurance coverage.~~

~~No moorage is allowed. with the exception of one boat on the landward side of the existing dock. Overnight moorage of up to four boats is allowed on the western side of the lagoon. No access to the lagoon or dock is allowed.~~

~~All other vessels used by NCKC or its affiliate organizations must be stored in the garage, or in designated storage areas such as the outdoor boat racks. All other related equipment must be stored in the garage and adjacent storage shed.~~

~~All NCKC-owned equipment, supplies, and other items and those from affiliated individuals and organizations must be removed from the Park within seven (7) days of the last day of this Agreement.~~

~~Unless otherwise provided in this Agreement, beginning on September 1, 2021, NCKC's access to the park, garage and storage shed will be prohibited except by permission from the City Manager or designee. NCKC acknowledges this restriction and will remove any and all boats and equipment stored at the park, in the garage or storage shed prior to September 1, 2021. The City Manager may, without further amendment of this Agreement, grant an extension of this date.~~

~~The City Manager may, without further amendment of this Agreement, grant NCKC access to the garage and storage shed if, prior to September 1, 2021, the City receives written notice, signed by the adjacent property owner or designee, that NCKC has permission to access the garage and storage shed via the adjacent property. Beginning September 1, 2021, the Park and the Premises are an active construction site and public access is not permitted once occupied by the Contractor. NCKC agrees that entry from the adjacent property owner's property if permission is granted to access the garage and storage shed is done at the entrant's own risk. NCKC agrees to provide written and verbal notice of this provision to all authorized users of the Park and Premises under this condition. All costs incurred by the City to either modify and/or secure safe access to the garage and storage shed must be reimbursed by NCKC unless otherwise authorized by the City Manager, as set forth in Section "PROGRAMS AND ACTIVITIES PROVIDED BY NCKC", as amended. All associated costs for NCKC to operate on the adjoining property are the sole responsibility of NCKC.~~

- C. Section "PROGRAMS AND ACTIVITIES PROVIDED BY NCKC" is hereby amended to read as follows:

~~NCKC shall organize two semiannual Park cleanup days per year. These park cleanup days shall be coordinated with the City. Park cleanup activities shall include such tasks as weeding, edging, raking, trimming and removing vegetation, spreading mulch or topsoil, picking up litter, and performing other Park maintenance tasks. On an ongoing basis, NCKC must keep the Park free of litter and debris.~~

One-Time Contribution for Equipment

As additional consideration for the services to be provided by NCKC as described in this agreement, the City will contribute up to \$40,100 for acquisition, repair and maintenance of the following boats and related equipment:

- Safety launch(es) and motor(s)
- Dragon Boat (s)
- Canoes & Kayaks

As of the date of execution of this addendum the City has previously contributed through reimbursement to NCKC an amount of \$14,740 for a safety launch, \$4,307 for a boat motor and \$12,000 for a dragon boat. \$9,163.61 of the \$40,100 remains anticipated for purchase of kayaks and racing paddles. As of the date of execution of this addendum NCKC has not satisfied the conditions outlined in the agreement for the City to pay for this equipment. The City Manager without further amendment of this agreement may upon approval of a request by NCKC authorize the use of these funds to reimburse NCKC for costs associated with operations on the adjacent parcel (e.g. rent or additional storage). The City Manager also has the authority to use these funds to pay for City costs incurred to either modify and/or secure safe access to the garage and shed from the adjacent property. The City Manager without further amendment of this agreement may upon approval of a request by NCKC authorize the use of these funds to reimburse NCKC for costs associated with operations on a non-adjacent property (e.g. rent or additional storage) subject to NCKC also providing written notice signed by the property owner or designee prior to September 1, 2021 authorizing NCKC operations on such property.

D. In all other respects, the Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth below.

CITY OF KENMORE,
WASHINGTON

NORTHSHORE CANOE AND KAYAK CLUB

By: _____
Rob Karlinsey, City Manager

By: Sheri Baker
Sheri Baker (Mar 12, 2021 18:14 PST)
Sheri Baker, President

Date: _____

Date: Mar 12, 2021

Addendum -

Final Audit Report

2021-03-13

Created:	2021-03-12
By:	Anastasiya Warhol (awarhol@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaR1SkUn_F9nPw9_F6JGaoXTEPoSrHKzb

"Addendum -" History

-  Document created by Anastasiya Warhol (awarhol@kenmorewa.gov)
 2021-03-12 - 11:25:03 PM GMT- IP address: 50.235.209.34
-  Document emailed to Sheri Baker (sheri@vseltd.com) for signature
 2021-03-12 - 11:25:33 PM GMT
-  Email viewed by Sheri Baker (sheri@vseltd.com)
 2021-03-13 - 1:50:01 AM GMT- IP address: 50.123.102.111
-  Document e-signed by Sheri Baker (sheri@vseltd.com)
 Signature Date: 2021-03-13 - 2:14:29 AM GMT - Time Source: server- IP address: 50.123.102.111
-  Agreement completed.
 2021-03-13 - 2:14:29 AM GMT



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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Resolution in Support of a State Transportation Revenue Package Proposed Council Action/Motion: Pass Resolution No. 21-361 In Support of a State Transportation Revenue Package	For Council Meeting Agenda of: March 22, 2021 Department: Prepared by: Rob Karlinsey, City Manager <table style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RGK 3/10/21</td></tr> </table> Exhibits/Attachments: Resolution No. 21-361, In Support of a State Transportation Revenue Package		<u>Initial & Date</u>	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	RGK 3/10/21
	<u>Initial & Date</u>								
Approved by City Attorney:	N/A								
Approved by Finance Director:	N/A								
Approved by City Manager:	RGK 3/10/21								

INFORMATION/BACKGROUND:

Washington State as well as cities and counties across the state are in need of additional transportation funding for the following reasons:

- The state's transportation revenue streams – including gas tax, tolling, and fees for transit agencies and the ferry system – have eroded in response to the pandemic.
- The state faced transportation funding gaps prior to the pandemic and those challenges have only been exacerbated in the wake of the pandemic, with disproportionate impacts on low-income communities and communities of color.
- The state now projects a significant transportation budget shortfall for the next three years.
- Washington State, including its cities and counties, has a significant backlog of deferred maintenance projects that threaten the reliability and safety of our transportation system. WSDOT estimates that the cost to preserve the state transportation system in a state of good repair is \$8.1 billion over the next 10 years.
- It will cost an estimated \$3.3 billion to meet a Federal Court injunction related to the removal of fish-passage barriers and to unblock 90 percent of fish habitat by 2030.

At the local level, Kenmore is in need of additional funding to maintain its existing transportation infrastructure, including asphalt overlays, replacement of aging and upheaving sidewalk panels, and replacement of over 900 non-compliant wheelchair ramps on sidewalks. Through its Target Zero goal, the City also puts a high priority on pedestrian and bicycle safety and access improvements and was as infrastructure that supports and improves transit.

As the State considers a potential transportation revenue package to fund the state and local needs listed above, Kenmore will advocate for funding that maintains existing infrastructure and invests in multi-modal improvements for pedestrians, cyclists, and transit users. We prefer an incremental “Strong Towns” approach, and we are not in favor of funding massive, car-centric highway projects.

The attached resolution advocates for passage of a state transportation package that is in keeping with these values and priorities, as well as the City’s State Legislative Agenda approved by the City Council last fall. The following is an excerpt from the Kenmore City Council’s 2021 Legislative Agenda:

“The City supports AWC’s efforts to institute a transportation funding package that emphasizes maintenance and preservation funding and provides direct distribution and new local revenue options for cities.”

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Target Zero Pedestrian and Bicycle Safety Goal
Council Goal #2 Climate Action Plan
Council Goal #3 Diversity, Equity, and Inclusion

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 21-361**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON,
EXPRESSING SUPPORT OF A COMPREHENSIVE STATE 2021
TRANSPORTATION PACKAGE**

WHEREAS, the state's transportation revenue streams – including gas tax, tolling, and fees for transit agencies and the ferry system – have eroded in response to the pandemic;

WHEREAS, our state faced transportation funding gaps prior to the pandemic and those challenges have only been exacerbated in the wake of the pandemic, with disproportionate impacts on low-income communities and communities of color;

WHEREAS, Washington has a significant backlog of deferred maintenance projects that threaten the reliability and safety of our transportation system. WSDOT estimates that the cost to preserve the state transportation system in a state of good repair is \$8.1 billion over the next 10 years.;

WHEREAS, it will cost an estimated \$3.3 billion to meet a Federal Court injunction related to the removal of fish-passage barriers and to unblock 90 percent of fish habitat by 2030;

WHEREAS, a state transportation package that focuses on maintaining what we have and makes investments in pedestrian and bicycle safety, as well as investments in mass transit, will support job creation and recovery; ensure mobility for our essential workers; and improve our state's economy and quality of life;

WHEREAS, a delay in action will mean projects will be shelved, stifling the progress begun through the 2015 Connecting Washington package and resulting in less economic activity, more job losses, and a further deteriorating of our transportation system;

WHEREAS, the City of Kenmore prioritizes an incremental approach, maintaining existing transportation assets, and investing in improvements for pedestrians, cyclists, and transit users;

WHEREAS, the City of Kenmore is not in favor of massive investments in car-centric highway projects such as freeway interchanges and adding lane miles for cars;

WHEREAS, Kenmore and many other cities need additional funding for asphalt overlays on existing roads, replacement of aging and upheaving sidewalk panels, and replacement of over 900 non-compliant wheelchair ramps on sidewalks;

WHEREAS, ensuring the continuity and completion of our multimodal systems around the state is paramount for our essential workers, most vulnerable populations, and the post-pandemic workforce;

WHEREAS, reducing our carbon footprint is critical in fighting the climate crisis. Investing in our transportation infrastructure to bring more multimodal options, convert our ferry and public fleets to zero-emission and incentivizing the reduction of carbon use is a major step to fighting that crisis;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. In order to address all aforementioned issues, support the need for additional resources to maintain our existing infrastructure; improve multi-modal options for cyclists, pedestrians, and transit users; and spur economic activity; we urge the Legislature to work collaboratively to pass a comprehensive transportation funding package in 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 22nd DAY OF MARCH, 2021.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk