



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

City of Kenmore
City Council Regular Meeting Agenda
6:00 p.m., Monday, December 10, 2018
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. 6:00 p.m. - CALL SPECIAL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PLANNING COMMISSION INTERVIEWS

- A. Planning Commission Interviews - Eight Applicants
*(Interviews will begin at 6:10 p.m. and end approximately at 8:10 p.m.
Interviews will take place in the small conference room adjoining the Council
Chambers)*
[Agenda Item](#)

VI. BUSINESS AGENDA

- A. Appoint Two Candidates to the Planning Commission and Create a Pool of
Candidates for Future Vacancies - Lauri Anderson, Senior Planner
[Agenda Item](#)

VII. CITIZEN COMMENTS

(At 8:15 p.m. or shortly thereafter)

- A. This is an opportunity to express your views on issues that are important to you
and to the community. Please limit your comments to three (3) minutes.

VIII. CONSENT AGENDA

- A. The following checks and electronic payments are approved for payment:
Total check #s 41193 through #41270 in the amount of \$500,663.16.
Total payroll/taxes/flexible spending/retirement & health savings account
electronic deposits dated 11/23/18 in the amount of \$129,886.49.
[Check vouchers](#)
- B. City Council Meeting Minutes of November 5, November 13, November 19
and November 26, 2018
[11/5/18 Minutes](#)
[11/13/18 Minutes](#)
[11/19/18 Minutes](#)
[11/26/18 Minutes](#)
- C. Approve Amendment No. 4 of Contract 10-C862 for Prosecution Services and
Domestic Violence Coordinator Services with the Law Office of Sarah Roberts
[Agenda Item](#)
- D. Approve Amendment No. 1 to Contract 18-C1946 with Skip Stone, LLC to
Develop a Plan and Framework for Commercial Development
[Agenda Item](#)
- E. Approve Amendment No. 6 to Contract 14-C1322 with Corey Hansen for
Kenmore Business Incubator Consulting Services
[Agenda Item](#)
- F. Approve Amendment No. 1 to Contract 18-C1834 with Exponent, Inc. for
Assistance with the Puget Sound Energy Franchise Agreement
[Agenda Item](#)
- G. Approve Amendment No. 8 to Contract 12-C1081 with Osborn Consulting for
On-Call Engineering Services
[Agenda Item](#)
- H. Approve Amendment No. 3 to Contract 18-C1832 with the Johnston Group for
Consulting Services related to the Sound Transit Board
[Agenda Item](#)
- I. Per Section 5.12 and Appendix B of the City's Information Technology Policy,
Authorize a Cell Phone Stipend for the City Manager
[Agenda Item](#)
- J. Authorize the City Manager to Enter into an Agreement for Public Works and
Municipal Consulting Services with MuniManage LLC
[Muni Manage LLC](#)
- K. Authorize the City Manager to Enter into an Interlocal Agreement to Join and
Participate in the King County Cities Climate Collaboration (K4C)
[Agenda Item](#)
- L. Approve Amendment No. 7 to Contract 15-C1409 with Gallatin Public Affairs
[Agenda Item](#)

- M. Approve Amendment No. 1 to Contract 17-C1685 with Alcalde & Fay
Government and Public Relations Consultants
[Agenda Item](#)

IX. STAFF REPORT

- A. Review of New iCompass Video Module for Public Meetings - Kelly Chelin,
City Clerk

X. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XI. RECESS TO EXECUTIVE SESSION

- A. Discussion of Litigation per RCW 42.30.110 (1) (i)
There is no action expected.

XII. ADJOURNMENT

Upcoming Meetings:

Thursday, December 20, 2018 - Special Council Meeting

Tuesday, January 8, 2019 - Legislative Send-Off

Friday, January 11, 2019 and Saturday, January 12, 2019 - Legislative Retreat



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Planning Commissioner Interviews and Appointment Proposed Council Action/Motion: Interview Planning Commissioner candidates. Appoint one candidate to fill the vacant position. Create a pool of candidates to fill future vacancies.	For Council Meeting Agenda of: December 10, 2018 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> Initial & Date Approved by Department Head: <u>LWA GW DB, 11/30/18</u> Approved by City Attorney: <u>N/A</u> Approved by Finance Director: <u>✓</u> Approved by City Manager: <u>PJK</u> Exhibits/Attachments:
<u>INFORMATION/BACKGROUND:</u> Eight individuals have submitted applications for the Planning Commissioner position that will become vacant on January 1 (Jennifer Alderman, Torren Arnesen, Natalie Gordon, Suzanne Greathouse, David Lange, Nathan Loutsis, Richard Owen, and Maelyn Plessas). Interviews will be held at your December 10 meeting, followed by Council's appointment of one candidate to fill the vacant seat and creation of a pool of candidates to fill future vacancies. Each interview is expected to last 10 minutes. Background information on the candidates will be provided to you during the week of December 3rd. Planning Commissioners must be Kenmore residents. According to the Municipal Code, "The city council shall attempt, but shall not be obligated, to appoint planning commission members so that all geographic areas of the City are represented." At your meeting on November 26, the Council asked that "broad demographic representation" also be considered. Current Planning Commissioners (Carol Baker, Scott McDonald, Mike Mulcare, Mark Ohrenschall, Dennis Olson, and Mike Vanderlinde) live in the northwest and southwest areas of the City. No current Commissioners live in northeast Kenmore (east of 68th Avenue NE), Downtown or in southeast Kenmore (east of 72nd Avenue NE). The Commission includes five men and one woman. Information on other demographic characteristics of the existing Commissioners (age, race, ethnicity, income level, etc.) has not been collected.	
<u>FISCAL CONSIDERATION:</u> None at this time.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> • Municipal Code Chapter 2.30, "Planning Commission."	



City Council Business Agenda Item City of Kenmore, WA

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Voucher Certification and Approval

City of Kenmore

DATE RANGE:

11/17/2018 - 11/30/2018

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 41193 through 41270: \$500,663.16

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct. Electronic Deposits Dated: 11/23/2018: \$129,886.49

R2 K 11-30-18
City Manager / Date

Ben K... 11/30/18
Finance Director / Date

Accountant

Vendor Name	Check #	Date	Description	Amount
AFLAC	41193	11/23/2018	Employee Medical/Disability Plans	172.38
AFLAC	41193	11/23/2018	Employee Medical/Disability Plans	154.72
AMERICAN GENERAL LIFE GPO-400S	41194	11/23/2018	Life Insurance	203.27
AMERICAN GENERAL LIFE GPO-400S	41194	11/23/2018	Life Insurance	67.37
AMERICAN GENERAL LIFE GPO-400S	41194	11/23/2018	Life Insurance	37.63
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	38.09
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	6.68
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	5.37
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	21.94
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	4.83
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	5.52
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Ins Contributions	1,008.86
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Ins Contributions	207.95
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Ins Contributions	149.10
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	3.29
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	0.70
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	0.79
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	38.10
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	6.68
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	5.36
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	3,288.43
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	552.52
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	385.34
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	21.94
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	4.83
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	5.52
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Ins Contributions	1,008.85
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Ins Contributions	207.96
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Ins Contributions	149.10
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	3,247.39
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	(0.07)
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	29,283.05
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	5,181.88
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	3,400.84
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	3.29
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	0.70
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	0.79
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	432.42
AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	71.44

AWC EMPLOYEE BENEFITS	41195	11/23/2018	Employee Health Insurance	51.74
AWC EMPLOYEE BENEFITS	41196	11/23/2018	Void	-
AWC EMPLOYEE BENEFITS	41197	11/23/2018	Void	-
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	173.18
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	56.04
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	50.22
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	667.35
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	215.98
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	193.54
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	104.68
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	3.14
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	1.85
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	190.66
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	5.70
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	3.40
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	148.06
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	48.35
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	40.95
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	570.60
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	186.35
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	157.80
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	95.36
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	3.10
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	2.00
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	173.78
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	5.67
DEPARTMENT OF LABOR AND INDUSTRIES	41198	11/23/2018	City of Kenmore	3.59
DEPARTMENT OF LABOR AND INDUSTRIES	41199	11/23/2018	Void	-
ICMA RETIREMENT TRUST 457 - 304745	41200	11/23/2018	ICMA 457 Deferred Comp	2,717.30
ICMA RETIREMENT TRUST 457 - 304745	41200	11/23/2018	ICMA 457 Deferred Comp	692.08
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	349.02
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	48.96
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	38.25
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	1.08
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	(1.53)
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	532.48
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	17.31
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	71.42
LINCOLN NATIONAL LIFE INSURANCE	41201	11/23/2018	Life Ins/ADD & LTD	55.46
NATIONAL LIFE OF VERMONT	41202	11/23/2018	Life Insurance	123.17
NATIONWIDE FINANCIAL 401a	41203	11/23/2018	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	41203	11/23/2018	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	41203	11/23/2018	City of Kenmore 401a	8,738.98
NATIONWIDE FINANCIAL 401a	41203	11/23/2018	City of Kenmore 401a	1,464.05
NATIONWIDE FINANCIAL 401a	41203	11/23/2018	City of Kenmore 401a	1,127.58
NATIONWIDE RETIREMENT SOLUTIONS 457	41204	11/23/2018	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS 457	41204	11/23/2018	Nationwide 457 Deferred Comp	75.00
STATE OF FLORIDA DISBURSEMENT UNIT	41205	11/23/2018	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	41206	11/23/2018	Employee Charitable Contribution	74.61
PACIFIC GOLF & TURF	41207	11/30/2018	John Deere 1200A Bunker & Field Rake	14,252.24
AAA PRINTING	41208	11/30/2018	Handouts/ Port of Seattle Grant	185.43
AAA PRINTING	41209	11/30/2018	Economic Development Strategy Booklet	441.74
AAA PRINTING	41209	11/30/2018	Economic Development Strategy Booklet	1,081.50
AAA PRINTING	41210	11/30/2018	Economic Development Strategy Booklet	3,114.35
AMERICAN PUBLIC WORKS ASSOCIATION	41211	11/30/2018	Membership Renewal 2/1/19-1/31/20	1,365.00
AMERICAN SOLUTIONS FOR BUSINESS	41212	11/30/2018	Target Zero Reflective Shoe Lace Tags	546.89
AMERICAN SOLUTIONS FOR BUSINESS	41212	11/30/2018	Target Zero Supplies	376.38

AMERICAN SOLUTIONS FOR BUSINESS	41213	11/30/2018	Target Zero Beach Balls	331.11
ARTS OF KENMORE	41214	11/30/2018	18-C1865 Collage Squared Exhibit 8/17-11/8	950.00
ARTS OF KENMORE	41215	11/30/2018	Ellen Bursteed Art Show	950.00
BANNER BANK BAKER	41216	11/30/2018	Parking/Bus. Mtg. Expense	63.78
BANNER BANK DB	41217	11/30/2018	Double Tree Spokane/Dollar Tree Kenmore	62.10
BANNER BANK DB	41217	11/30/2018	Double Tree Spokane/Dollar Tree Kenmore	328.82
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	11.20
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	224.20
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	17.29
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	58.79
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	352.32
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	25.19
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	564.60
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	11.20
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	39.19
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	540.00
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	198.00
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	22.39
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	47.59
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	115.00
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	60.50
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	16.80
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	20.78
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	121.64
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	93.76
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	27.48
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	24.92
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	37.50
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	22.39
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	16.79
BANNER BANK KENMORE	41218	11/30/2018	Supplies/Publications/Signs/Training/Battery Recycling	169.15
BANNER BANK KENMORE	41219	11/30/2018	Void	-
BANNER BANK NO	41220	11/30/2018	Pagliacci/Avis/Chambermaster/Jimmy John's	184.98
BANNER BANK NO	41220	11/30/2018	Pagliacci/Avis/Chambermaster/Jimmy John's	79.20
BANNER BANK NO	41220	11/30/2018	Pagliacci/Avis/Chambermaster/Jimmy John's	310.62
BANNER BANK NO	41220	11/30/2018	Pagliacci/Avis/Chambermaster/Jimmy John's	89.95
BANNER BANK RK	41221	11/30/2018	Seattle Times/NLC/Tuck Ventures Hotel	45.00
BANNER BANK RK	41221	11/30/2018	Seattle Times/NLC/Tuck Ventures Hotel	1,012.72
BANNER BANK RK	41221	11/30/2018	Seattle Times/NLC/Tuck Ventures Hotel	910.00
BANNER BANK RK	41221	11/30/2018	Seattle Times/NLC/Tuck Ventures Hotel	118.18
BANNER BANK RK	41221	11/30/2018	Seattle Times/NLC/Tuck Ventures Hotel	117.94
BANNER BANK RK	41221	11/30/2018	Seattle Times/NLC/Tuck Ventures Hotel	90.00
COLUMBIA RIDGE LANDFILL	41222	11/30/2018	October Street Sweeper Debris Disposal	983.79
COMCAST BUSINESS	41223	11/30/2018	Hangar Bldg. Cable TV/Music	141.80
COMMUNITY ATTRIBUTES INC.	41224	11/30/2018	Oct. Work on Economic Development Brochure	5,214.75
COSTCO WHOLESALE MEMBERSHIP	41225	11/30/2018	Membership Renewal	60.00
ECIVIS, INC.	41226	11/30/2018	Cost Allocation Software	3,000.00
GALLATIN PUBLIC AFFAIRS	41227	11/30/2018	Oct. Media Relations/Marketing Svcs	3,500.00
GREGORY, JOANNE	41228	11/30/2018	Employee Appreciation Exp. Reimbursement	209.76
HERBIG, NIGEL	41229	11/30/2018	Exp. Reimbursement/Mileage/Parking/Transportation	405.38
HORIZON DISTRIBUTORS INC	41230	11/30/2018	Parks Materials	57.40
HORVATH, PETER	41231	11/30/2018	Conference Expense Per Diem	34.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs	3,100.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - Executive	8,933.17

INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - Community Development	2,438.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - Lakepointe	2,328.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - Development Svcs.	3,318.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - David Thompson IV	1,753.10
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - Public Works	3,496.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	41232	11/30/2018	Oct. Legal Svcs - Records Requests	530.47
KBA INC.	41233	11/30/2018	18-C1846 W. Sammamish Bridge Proj.	5,017.04
KENMORE COMMERCIAL LLC	41234	11/30/2018	Dec. Incubator Bldg. Lease Payment	3,291.66
KING COUNTY DISTRICT COURT	41235	11/30/2018	2017 Contract Reconciliation	127,468.00
KING COUNTY FINANCE	41236	11/30/2018	Oct. Overlay Program	116,590.52
KING COUNTY FINANCE	41237	11/30/2018	Oct. Bridge Inspection Svcs	1,828.00
KING COUNTY FINANCE	41238	11/30/2018	Oct. Adult/Juvenile Detention	1,701.99
KING COUNTY FINANCE	41239	11/30/2018	Oct. Road Svcs/Signs/Signals	1,997.75
KING COUNTY FINANCE	41239	11/30/2018	Oct. Road Svcs/Signs/Signals	3,154.06
KING COUNTY FINANCE W.L.R.D.	41240	11/30/2018	July - Dec. SWM Account Maintenance	14,757.74
KING COUNTY OFFICE OF FINANCE	41241	11/30/2018	Oct. Public Defense Indigency Screening	689.00
KPFF CONSULTING ENGINEERS	41242	11/30/2018	15-C2595 Sept. On-Call Svcs.	487.83
KPFF CONSULTING ENGINEERS	41242	11/30/2018	15-C2595 Sept. On-Call Svcs.	4,600.48
KPFF CONSULTING ENGINEERS	41243	11/30/2018	15-C1484 68th Ave Ped/Bike Prof. Svcs	33,207.97
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 City Hall Irrigation	1,562.60
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 City Hall Water/Sewer	565.33
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 68th/SR522 Irrigation	823.30
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 SR522/83rd Pl. Irrigation	578.64
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 Water Fill Station	43.60
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 Northshore Summit Park Irrigation	1,200.40
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 67th/181st Irrigation	76.55
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 Hangar Bldg. Water/Sewer	547.05
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 68th-73rd & 181st Irrigation	541.90
NORTHSHORE UTILITY DIST	41244	11/30/2018	9/15-11/15 Town Square Irrigation	252.60
OFFICE DEPOT	41245	11/30/2018	Tax Due on Previous Invoice	68.87
OUSLEY, NANCY	41246	11/30/2018	10/26-10/28 Meals & Lodging	520.34
OUSLEY, NANCY	41246	11/30/2018	Airfare/Meals/Lodging Conference Reimbursement	995.60
OUSLEY, NANCY	41246	11/30/2018	6/19-11/8/18 Mileage Reimbursement	171.44
PENINSULA FINANCIAL CONSULTING	41247	11/30/2018	2018 Stormwater Rate Study	9,058.86
PHSI PURE HEALTH SOLUTIONS INC.	41248	11/30/2018	City Hall Monthly Filtered Water System Chgs	101.09
PUGET SOUND ENERGY	41249	11/30/2018	10/12-11/12 City Hall Gas Chgs	510.63
PUGET SOUND ENERGY	41249	11/30/2018	10/12-11/12 Incubator Bldg. Electricity & Gas	450.22
PUGET SOUND ENERGY	41249	11/30/2018	10/12-11/12 Town Square & Hangar Electricity	388.83
PUGET SOUND ENERGY	41249	11/30/2018	10/12-11/12 Town Square & Hangar Gas Chgs	284.64
PUGET SOUND ENERGY	41249	11/30/2018	10/13-11/12 Parks Electricity Charges	664.97
PUGET SOUND ENERGY	41249	11/30/2018	10/13-11/12 Traffic Signals	477.88
PUGET SOUND ENERGY	41249	11/30/2018	10/12-11/12 School Crosswalks	129.74
PUGET SOUND ENERGY	41249	11/30/2018	10/13-11/12 Radar Speed Signs	83.73
PUGET SOUND ENERGY	41249	11/30/2018	10/13-11/12 Tree Receptacle Chgs	77.49
QUALITY BUSINESS SYSTEMS INC.	41250	11/30/2018	11/5-12/4/18 1st Floor Copier Lease	675.53
SEATTLE TIMES	41251	11/30/2018	11/12 SEPA Notice Kenmore Link LLC	227.46
SEATTLE TIMES	41252	11/30/2018	11/09 Public Hearing for Surface Water Fees	123.07
SHANE-KULMER, SEAN P.	41253	11/30/2018	Holiday Event "Santa"	300.00
SHRED-IT USA LLC	41254	11/30/2018	Monthly Shredding Service	70.05
SMS CLEANING, INC.	41255	11/30/2018	City Hall & Hangar Bldg. Monthly Janitorial Svcs	3,900.00
SMS CLEANING, INC.	41255	11/30/2018	City Hall & Hangar Bldg. Monthly Janitorial Svcs	1,800.00

STAPLES ADVANTAGE	41256	11/30/2018	City Hall & Hangar Bldg. Supplies	233.35
STAPLES ADVANTAGE	41256	11/30/2018	City Hall & Hangar Bldg. Supplies	247.59
STAPLES ADVANTAGE	41257	11/30/2018	City Hall Maintenance Supplies	12.74
STAPLES ADVANTAGE	41258	11/30/2018	City Hall Maintenance Supplies	47.73
STAPLES ADVANTAGE	41259	11/30/2018	City Hall Maintenance Supplies	34.09
STATE AUDITOR'S OFFICE	41260	11/30/2018	Audit Services for 2017	1,036.52
STUDIO 3 SIGNS	41261	11/30/2018	Brew Row Signs	1,431.30
THORSON BARNETT & MCDONALD, P.C.	41262	11/30/2018	ICMA Agreement Legal Review	862.50
TOTAL LANDSCAPE CORP	41263	11/30/2018	City Hall & Parks Landscaping	880.00
TOTAL LANDSCAPE CORP	41263	11/30/2018	City Hall & Parks Landscaping	4,145.45
UNITED STATES POSTMASTER	41264	11/30/2018	Postage for Winter Newsletter	1,656.68
UTILITIES UNDERGROUND LOCATION CTR	41265	11/30/2018	October Utility Locate Requests	256.71
VALENTINE ROOFING INC.	41266	11/30/2018	Refund Permit Fee/Permit Not Required	192.00
VALENTINE ROOFING INC.	41266	11/30/2018	Refund Permit Fee/Permit Not Required	9.60
VALENTINE ROOFING INC.	41266	11/30/2018	Refund Permit Fee/Permit Not Required	6.50
VENIS, ROSALIND	41267	11/30/2018	Reimbursement of Holiday Vendor Fee	30.00
WA STATE DEPT OF TRANSPORTATION	41268	11/30/2018	Oct. Traffic Signal Maintenance	483.50
WASHINGTON STATE TREASURER	41269	11/30/2018	Permit Fees for Summer Concert Rentals	6,690.28
WILLIAMS, KASTNER & GIBBS PLLC	41270	11/30/2018	17-C1736 Oct. El-Sharawy Legal Svcs	1,343.92
DRS 457	DFT0000225	11/23/2018	DRS 457 Deferred Comp	118.80
DRS 457	DFT0000226	11/23/2018	DRS 457 Deferred Comp	755.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000227	11/23/2018	Public Employees Retirement	1647.49
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000227	11/23/2018	Public Employees Retirement	84.42
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000227	11/23/2018	Public Employees Retirement	96.48
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000228	11/23/2018	Public Employees Retirement	16050.8
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000228	11/23/2018	Public Employees Retirement	1765.25
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000228	11/23/2018	Public Employees Retirement	1468.45
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000229	11/23/2018	Public Employees Retirement	651.48
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000229	11/23/2018	Public Employees Retirement	377.23
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000230	11/23/2018	Public Employees Retirement	170.28
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000231	11/23/2018	Public Employees Retirement	862.68
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000232	11/23/2018	Public Employees Retirement	1714.72
NAVIA	DFT0000233	11/23/2018	Employee Flexible Spending Account	153.85
NAVIA	DFT0000233	11/23/2018	Employee Flexible Spending Account	173.5
NAVIA	DFT0000233	11/23/2018	Employee Flexible Spending Account	85.38
NAVIA	DFT0000233	11/23/2018	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	491.94
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	9701.41
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	2979.96
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	372.42
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	967.76
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	631.84
BANK OF AMERICA 941	DFT0000234	11/23/2018	Federal Taxes	286.82
PAYROLL	ACH Transaction	11/23/2018	Direct Deposit	88,182.38
				<u>\$ 630,549.65</u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	500.00
0014	AMERICAN PLANNING ASSOCIATION	1,778.00
0022	ASSOCIATION OF WA CITIES	17,772.40
0024	BAKER, DAVID	3,600.66
0025	BAKER, SHERI	16,307.24
0037	BASTYR UNIVERSITY	50,531.54
0047	BRAVO ENVIRONMENTAL , NW INC.	96.00
0050	BRUCE C ALLEN & ASSOC INC	7,500.00
0054	BULGER SAFE & LOCK, INC.	1,082.35
0064	CASCADE PEST CONTROL	1,430.00
0067	CENTER FOR HUMAN SERVICES	21,000.00
0076	CITY OF BELLEVUE	134,145.75
0083	CITY OF LAKE FOREST PARK	859,476.20
0086	CITY OF SHORELINE	8,796.90
0092	CODE PUBLISHING COMPANY	4,114.24
0099	CONSOLIDATED PRESS	15,802.86
0103	COSTCO WHOLESALE MEMBERSHIP	60.00
0106	CROWN PRODUCTS LLC	3,008.47
0109	DAILY JOURNAL OF COMMERCE	165.60
0111	DEPARTMENT OF ECOLOGY	38,579.96
0121	REPUBLIC SERVICES	13,434.18
0137	FERGUSON ENTERPRISES INC #1539	1,946.93
0145	FRUHLING SAND & TOPSOIL	4,482.50
0151	CALPORTLAND COMPANY	1,351.09
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0173	HOME DEPOT CREDIT SERVICES	2,666.29
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	200,878.90
0197	JET CITY PRINTING	3,755.41
0201	KCDA PURCHASING COOP	16,919.77
0205	KENMORE HERITAGE SOCIETY	4,933.15
0206	KENMORE MIDDLE SCHOOL	9,963.62
0212	KING COUNTY FINANCE W.L.R.D.	37,041.49
0213	KING COUNTY ANIMAL SVCS	3,655.00
0217	KING COUNTY DISTRICT COURT	127,468.00
0218	KING COUNTY FINANCE	3,019.71
0219	KING COUNTY FINANCE	700,595.63
0224	SOUND PUBLISHING, INC.	5,786.90
0229	KING COUNTY OFFICE OF FINANCE	4,408.02
0230	KING COUNTY RADIO COMM SERVICES	900.90
0233	KING COUNTY SHERIFF	2,919,953.94
0235	KING COUNTY TREASURY	24,269.72
0237	FEDEX OFFICE	88.84
0246	LAKE CITY PICTURE FRAMING	257.85
0251	LIGHTHOUSE CONSULTING INC	62,934.75
0261	MICHAEL PENDLETON	7,657.65
0265	MORGAN SOUND INC	3,733.95
0267	MR. T'S TROPHIES	324.96
0285	NORTHSHORE FIRE DEPT	8,194.96
0287	NORTHSHORE SENIOR CENTER	31,600.00
0288	NORTHSHORE UTILITY DIST	176,842.30
0289	NORTHSHORE YMCA	4,875.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	16,000.00

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Vendor Set: Vendor Set 01

Vendor	Name	Volume
0292	HONEY BUCKET	4,425.55
0299	EBIX, INC./ TOPHEALTH	118.27
0300	OFFICE DEPOT	8,808.64
0302	OFFICE TEAM	15,410.67
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	27,586.94
0310	PACIFIC TOPSOILS	3,617.21
0314	PETTY CASH CUSTODIAN	1,172.72
0327	PUGET SOUND CLEAN AIR AGENCY	18,341.00
0328	PUGET SOUND ENERGY	164,773.24
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,616.00
0345	SEATTLE TIMES	9,037.81
0346	SECRETARY OF STATE	5,115.40
0350	SIGN UP, SIGN CO, INC	979.00
0355	STAPLES ADVANTAGE	8,812.43
0356	STATE AUDITOR'S OFFICE	30,236.54
0357	STEWART MACNICHOLS HARMELL, INC.	50,000.00
0359	SOUND CITIES ASSOC	45.00
0365	TOTAL LANDSCAPE CORP	123,584.45
0370	UNITED RENTALS NW, INC	905.61
0371	UNITED STATES POSTMASTER	11,540.01
0374	URBAN LAND INSTITUTE	440.00
0375	US POSTAL SERVICE (HASLER)	10,299.47
0386	WA ASSOC OF CODE ENFORCEMENT	280.00
0387	WA CITIES INSURANCE AUTHORITY	274,303.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0390	WA FINANCE OFFICERS ASSOCIATION	150.00
0391	WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
0401	WA STATE DEPT OF TRANSPORTATION	4,713.49
0412	COLUMBIA RIDGE LANDFILL	9,775.88
0416	WETLANDS & WOODLANDS INC	2,340.13
0419	WONDERLAND DEVELOPMENT	5,000.00
0422	NATIONWIDE FINANCIAL 401a	316,334.98
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	7,800.00
0424	ICMA RETIREMENT TRUST 457 - 304745	96,497.79
0425	DRS 457	14,889.90
0426	AFLAC	3,598.10
0428	BANK OF AMERICA 941	382,225.47
0429	AWC EMPLOYEE BENEFITS	517,777.79
0431	DEPARTMENT OF RETIREMENT SYSTEMS	560,450.03
0432	DEPARTMENT OF LABOR AND INDUSTRIES	38,696.26
0434	UNITED WAY OF KING COUNTY	1,790.64
0436	NATIONAL LIFE OF VERMONT	1,354.87
0448	UPS STORE	228.23
0449	ACF WEST INC	1,396.73
0450	AURORA RENTS	335.32
0473	ARTS OF KENMORE	7,800.00
0480	WASHINGTON TREE SERVICE INC	1,540.00
0484	CITY WIDE FENCE COMPANY, INC	4,758.60
0494	SECRETARY OF STATE	3,818.83
0497	DAY WIRELESS SYSTEMS	76.79
0501	MACLEOD RECKORD	12,332.49
0542	AMERICAN SOCIETY OF COMPOSERS	352.38
0550	KING COUNTY RECORDER'S OFFICE	2,365.00
0558	SNOHOMISH COUNTY	4,179.00
0564	AMERICAN PUBLIC WORKS ASSOCIATION	1,485.00
0575	FUNRENT	1,532.30
0584	WASHINGTON STATE PATROL	620.09

Vendor Purchasing Report

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Vendor	Name	Volume
0586	MAIL FINANCE	2,828.10
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,720.00
0594	RANDALL, BRIAN	2,746.19
0610	WA STATE DEPT OF TRANSPORTATION	175.00
0617	KING COUNTY FINANCE	527.05
0639	KONICA MINOLTA BUSINESS SOLUTIONS	2,461.60
0641	TELESYSTEMS WEST	137.51
0675	BANNER BANK CS	612.44
0685	PACE ENGINEERS, INC.	319,799.91
0689	DIGITAL REPROGRAPHICS SERVICES INC.	396.45
0690	BUILDERS EXCHANGE OF WASHINGTON INC	90.00
0692	HDR ENGINEERING, INC	599,547.84
0696	AMERICAN GENERAL LIFE GPO-4005	3,572.61
0699	BANNER BANK DB	1,923.57
0743	BANNER BANK NO	12,795.88
0764	OUSLEY, NANCY	3,450.67
0766	iCOMPASS TECHNOLOGIES, INC.	17,304.00
0781	QUALITY BUSINESS SYSTEMS INC.	13,165.57
0785	FINANCIAL CONSULTANTS INT'L INC	196.02
0788	CURTIS, DR. MILTON	175.52
0791	NORTHSHORE ROTARY CLUB	974.00
0800	BANNER BANK JG	22,141.11
0817	GRAINGER	1,596.99
0831	NORTHSHORE PARK & REC SERVICE AREA	2,567.00
0833	VAUGHAN, KENT	403.13
0834	BANNER BANK KENMORE	36,703.60
0851	EVER-MARK, LLC	8,318.44
0852	GREGORY, JOANNE	614.36
0858	A+ CONFERENCING	575.41
0868	JAYMARC - AV	11,485.16
0869	BANNER BANK JGORDON	13,856.93
0892	JACOBS ENGINEERING GROUP	850,967.79
0898	ZONAR SYSTEMS	527.73
0899	SHRED-IT USA LLC	1,082.80
0912	ALCALDE & FAY	50,668.23
0913	KENMORE ELEMENTARY PTA	3,750.00
0937	ZUMAR	508.99
0981	COMCAST BUSINESS	28,849.66
0983	PASSPORT TRAVEL AND TOURS	2,487.99
0994	GORDON THOMAS HONEYWELL	39,885.89
0996	ANDERSON, LAURI	184.73
1000	JRW ENTERPRISES	6,635.54
1003	iWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	2,193.11
1032	SAWYER, RICHARD	614.30
1034	EMERALD FIRE LLC	393.80
1045	HORIZON DISTRIBUTORS INC	2,484.48
1047	SARAH ROBERTS	100,450.53
1052	FIRE PROTECTION, INC	13,188.33
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1114	PHSI PURE HEALTH SOLUTIONS INC.	1,140.98
1116	FRONTIER	10,590.94
1118	FAZZARI MARKETING	898.56
1123	AM TEST, INC	2,225.00
1131	SUSSMAN/PREJZA & CO, INC	2,850.00
1140	PAWS	2,790.00
1148	QUALITY WATER FINANCIAL LLC	390.16
1152	WASHINGTON ENERGY SERVICES CO. LLC	36.75

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Vendor	Name	Volume
1161	INDEPENDENT STATIONERS	166.01
1168	SCHINDLER ELEVATOR CORPORATION	3,715.82
1177	WELLS FARGO FINANCIAL	6,324.54
1181	BANNER BANK BH	7,358.86
1186	NICK MINZGHOR	175.00
1192	HOPKINS, CRAIG	592.99
1193	DEVRIES, DENIS	226.20
1197	MILLER STEPHENS, MARY	13,750.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	6,600.00
1216	ADVANCE TESTING & SERVICE INC	1,188.00
1222	OLSON BROTHERS PRO-VAC	25,191.10
1226	CONTECH ENGINEERED SOLUTIONS, INC	990.00
1259	PERTEET INC.	74,075.81
1266	AAA FLAG & BANNER MFG. CO., INC.	3,022.34
1269	KAMINS CONSTRUCTION INC.	8,802.72
1291	SCHNEE, CARLA	661.96
1299	VERIZON WIRELESS	5,227.96
1309	BANNER BANK BAKER	11,191.83
1311	WASHINGTON STATE PATROL	2,514.99
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	4,100.00
1322	AABCO BARRICADE COMPANY INC.	1,848.00
1326	JOYCE ZIKER PARKINSON	692.50
1327	HWA GEOSCIENCES INC.	1,120.44
1328	ANCHOR QEA, LLC	607.50
1331	KBA INC.	25,439.36
1333	WELWEST CONSTRUCTION INC.	4,297.62
1337	STATE OF WA DEPT. OF LICENSING	7.72
1339	STATE OF WA DEPARTMENT OF LICENSING	30.00
1342	PETERSON, JANET	1,050.00
1356	KARLINSEY, ROB	868.64
1357	KENMORE COMMERCIAL LLC	36,286.67
1358	ALPHAGRAPHS	1,602.54
1360	GOODSELL POWER EQUIPMENT #2 INC.	1,656.82
1363	INNOVAC	117,493.77
1370	WINTERBOURNE LANDSCAPE	1,836.47
1372	AAA PRINTING	4,823.02
1377	D.R. HORTON	7,500.00
1383	CHICAGO TITLE	50,000.00
1385	CITYWORKS/ AZTECA SYSTEMS INC.	22,000.00
1389	SELECT AIR SVCS DBA GREENWOOD HEATING	396.90
1390	UTILITIES UNDERGROUND LOCATION CTR	2,280.72
1402	NORTHWEST MARINE TRADE ASSOCIATION	450.00
1403	OSBORN CONSULTING INC.	48,537.47
1411	INTERNATIONAL BUSINESS INNOVATION	525.00
1412	SKAGIT GARDENS	4,356.88
1416	MOBILE MINI, INC.	959.75
1420	SAUVE, GAYLEN	400.00
1431	BRIEN, GAYLYNN	550.00
1437	VOLGISTICS, INC	540.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	863.50
1457	LANGUAGE LINE SERVICES, INC.	22.61
1459	FLEMINGS HOLIDAY LIGHTING LLC	11,507.64
1465	WA TRUST FOR HISTORIC PRESERVATION	100.00
1478	HERBIG, NIGEL	897.01
1479	A V CAPTURE ALL	4,740.12
1480	VERTICAL VISUAL SOLUTIONS INC.	11,811.25
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	450.00

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Vendor	Name	Volume
1500	MARINE FLOATS CORPORATION	34,574.96
1504	SCORE	340,340.11
1521	SPOT HOT DOG & BRATS	12.00
1533	314 PIE	48.00
1540	A-1 LANDSCAPING AND CONSTRUCTION, INC	144,961.23
1541	HEWITT	2,255.00
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	HANSEN, COREY	49,500.00
1552	DENUSKI, STACEY	46.70
1555	LINCOLN NATIONAL LIFE INSURANCE	11,589.67
1563	SHANE-KULMER, SEAN P.	300.00
1577	MUMMA, RYAN	1,219.82
1580	NORTHWEST TROPHY	566.19
1581	STARDOM SERVICES, INC.	5,100.00
1584	STUDIO 3 SIGNS	2,609.37
1590	HERMANSON COMPANY, LLP	8,762.60
1591	ULINE	1,062.67
1596	NW ENVIRONMENTAL TRAINING CENTER	700.00
1598	HELMETS R US INC	208.97
1606	GALLATIN PUBLIC AFFAIRS	39,080.00
1607	SCHOCK, BRETT	829.47
1609	MARSHBANK CONSTRUCTION	31,952.47
1629	WESTERN DISPLAY FIREWORKS, LTD.	18,000.00
1634	SREBNIK, DEBRA	314.42
1655	CATHOUSE PIZZA	30.00
1657	STEWART TITLE COMPANY	17,095.10
1661	WHITEMAN, TELA	712.51
1667	PRINTWEST	545.60
1673	KPFF CONSULTING ENGINEERS	391,967.52
1678	VICENTE, JOHN	522.07
1689	MOTT MACDONALD GROUP, INC.	387,467.11
1690	SITTS & HILL ENGINEERS, INC.	5,756.47
1704	BANNER BANK RK	11,564.19
1711	SOFTWAREONE, INC.	8,925.18
1715	THE WIDE FORMAT COMPANY	770.00
1718	RESOURCE EXPLORATION, LLC	20,000.00
1719	SALTER, JON	1,202.40
1721	GOOD TO GO	50.80
1726	UNITED STATES TREASURY	30.30
1731	NORTHWEST ARBORICULTURE LLC	29,718.18
1732	PERFORMANCE SYSTEMS INTEGRATION LLC	973.50
1733	BELMARK, LLC	7,832.80
1734	TOP TO BOTTOM JANITORIAL, INC.	21,447.00
1738	MUNIMANAGE, LLC	156,780.00
1739	FIX AUTO	2,875.38
1754	RFI ENTERPRISES INC.	9,603.00
1759	CORT PARTY RENTAL	541.87
1762	BAKER, BRIDGIT	149.16
1774	OWEN EQUIPMENT COMPANY	1,591.70
1782	SWANK MOTION PICTURES, INC.	1,128.60
1785	ECOSS	7,183.50
1786	TYLER TECHNOLOGIES, INC.	17,341.50
1789	BLUEBEAM, INC.	891.00
1791	PROFFITT, QUINN	150.00
1794	CLEARWATER LEAK DETECTION, INC.	825.00
1795	CABOT DOW ASSOCIATES, INC.	2,929.25
1796	EXPONENT, INC.	6,027.50
1798	OLBRECHTS & ASSOCIATES, PLLC	3,019.50

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Vendor	Name	Volume
1806	RYCO EQUIPMENT, INC.	1,155.00
1810	ABBEY PARTY RENTS OF WA, INC.	2,318.68
1814	YSI INCORPORATED, A XYLEM BRAND	1,417.82
1816	NAVIA	17,638.12
1818	GORLIN, LARRY N.	907.50
1819	COSTTREE, LLC	3,000.00
1822	ECO-COUNTER	840.00
1824	URBAN FORESTRY SERVICES, INC.	842.47
1826	MCCLURE AND SONS, INC.	5,794.00
1827	LENTZ, FLORENCE K.	750.00
1828	QUALITY BUSINESS SYSTEMS - WELLS FARGO	5,588.97
1829	SHI INTERNATIONAL CORP.	351.81
1843	TUFF SHED, INC	6,046.70
1848	STANLEY PATRICK STRIPING COMPANY	23,417.50
1852	STANTON, ANN	57.77
1855	OFFICE DEPOT	2,083.92
1859	IRON CREEK CONSTRUCTION LLC	1,820.63
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,241.26
1864	INTERNATIONAL SOC. OF ARBORICULTURE	185.00
1873	ENGINEERING/REMEDICATION RES. GROUP	60,140.25
1879	HOLMBERG COMPANY	12,575.10
1884	CADMAN MATERIALS, INC.	2,405.74
1889	WILLIAMS, KASTNER & GIBBS PLLC	32,714.93
1892	DEVON LEGER	3,600.00
1893	YUNUSOV, SURIYA	36.00
1900	ASPECT CONSULTING LLC	3,619.57
1901	NORTH COAST ELECTRIC COMPANY	1,119.15
1907	CHRISTOPHER, MARINA	1,300.00
1908	VAUGHAN, KENT	700.00
1913	GRAND EVENT RENTALS	4,109.03
1914	MCNAMARA SIGNS	440.40
1920	BERGER PARTNERSHIP	12,270.82
1921	CITY OF MARYSVILLE PARKS, CULTURE & RECREATION	2,800.00
1926	GUARDIAN SECURITY SYSTEMS, INC.	2,056.80
1930	T-MOBILE USA, INC.	1,894.42
1932	U.S. BANK N.A. - CUSTODY	624.00
1935	YUMMY BOX FOOD TRUCK LLC	612.00
1936	SUPERION, LLC	21,437.95
1939	ARCHIVESOCIAL, INC.	2,388.00
1942	THE VET CHEF LLC	120.00
1944	OHNO CONSTRUCTION	73,775.10
1945	GLASS MASTERS LLC	1,050.00
1946	FALL PROZ INC	3,886.00
1953	CONNOR, DARLENE	250.00
1955	HUIZENGA ENTERPRISES, LLC	115,904.13
1960	WALTER E. NELSON CO.	554.75
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	605.00
1962	BANNER BANK SKROGH	10,002.67
1963	COMBINED CONSTRUCTION, INC.	26,947.25
1964	EARTHWORKS	51,948.05
1969	CAPITOL ASSET & PAVEMENT SERVICES INC.	3,460.00
1970	CROSSROAD SIGN	4,769.60
1975	COMMUNITY ATTRIBUTES INC.	39,334.12
1979	MSPT VI, LLC	7,500.00
1980	HRA VEBa TRUST	27,675.00
1982	CRAWFORD ELECTRIC	366.55
1985	CONTRACT LAND STAFF LLC	6,164.35
1987	KITSAP CONFERENCE CENTER	124.69

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1989	WA TRAFFIC SAFETY COMMISSION	103.49
1990	GLOCK PROFESSIONAL, INC.	500.00
1991	WASHINGTON STATE TREASURER	13,260.56
1993	HYAS GROUP, LLC	7,500.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,000.00
1995	REY TRANSLATIONS	5,775.69
1996	SEQUOYAH ELECTRIC LLC	7,477.80
1997	BARCLAY DEAN ARCHITECTURAL PRODUCTS, LLC	610.50
1998	JOHNSTON GROUP, LLC	27,377.50
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	20.00
2000	WILLIAMS MECHANICAL, INC.	2,931.50
2001	PETERSEN BROTHERS, INC.	1,994.16
2002	GHORBANI, FARIBA	472.00
2003	INNOVATIVE COMFORT SYSTEMS, INC.	255.15
2004	RED BARN ENGINEERING, INC.	291.77
2005	VAN DYK, JOE	850.00
2006	SOMOL HAMASAKI, KRIS	36.75
2007	HYDROPOINT DATA SYSTEMS, INC.	517.01
2008	MEAD GILMAN & ASSOCIATES	40.00
2009	O'CONNOR CONSULTING GROUP, LLC	25,000.00
2010	JUDHA OF LION LANDSCAPING	356,378.27
2011	PLAN TO PERMIT, LLC	4,235.00
2012	DDK DESIGNS, LLC	35.38
2013	THE POTTING SHED	1,787.50
2015	INGLEWOOD VILLAGE III CONDOMINIUMS	48,661.20
2017	DARRELL THOMSON	5,781.00
2018	LAKE HARRISON ESTATES	7,500.00
2019	EMERALD CITY STATEWIDE	2,046.00
2020	KELLY ATKINSON	1,180.00
2021	GEOTERRA, INC.	5,951.48
2022	JA BRENNAN ASSOCIATES, PLLC	2,274.00
2023	HR&A ADVISORS, INC	175,000.00
2024	DFR LAW GROUP, LLC	3,600.00
2025	LOCAL PROS PAINTING	8,789.00
2026	HEAT FLOW MECHANICAL LLC	113.40
2027	MERIT HOMES, INC.	7,747.90
2028	PRIDE ELECTRIC INC.	13,245.54
2029	HAWTHORNE GLEN 12, LLC	7,500.00
2030	ZEP SALES & SERVICE	869.44
2031	ANDREW POGUE PHOTOGRAPHY LLC	2,050.00
2032	DOOR PROS INC.	971.85
2033	DUGAN, GERALD & GAIL	3,000.00
2034	GEO GROUP NORTHWEST INC.	10.60
2035	JURASSIC PARLIAMENT	1,458.35
2037	PRO-LONG ROOF CARE & GUTTERS	1,097.80
2038	SKEFFINGTON, ELAINE	300.00
2039	ATTORNEY & NOTARY SUPPLY, INC.	80.30
2040	SEAPLANE LLC	96.25
2041	LAKE UNION SEA RAY	14,740.15
2042	CRITERION PICTURES USA	940.00
2043	LIGHTING GROUP NORTHWEST	2,431.19
2044	THE PART WORKS, INC.	67.12
2045	PERFORMANCE JOURNEYS, INC.	24,000.00
2047	PUGET SOUND PLANTS	34,832.05
2048	SMS CLEANING, INC.	39,900.00
2049	SUNBELT RENTALS	952.39
2050	NORCAN-OSINT	280.00
2051	PANTAC, LLC	128.57

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2052	J. A. BRENNAN ASSOCIATES, PLLC	26,293.00
2053	WINDOW COVERINGS USA	1,463.00
2054	BLUE FLAME HEATING, AIR & ELECTRIC	255.15
2055	WESTERN CENTURIES	1,250.00
2056	J3 ARCHITECTS LLC	850.00
2057	WIRTHLIN CONSULTING GROUP LLC	4,489.00
2058	FLAMENCO SEATTLE LLC	500.00
2059	JARRETT, WINSTON	1,300.00
2060	LEVA, VIVIAN	1,750.00
2061	SQUIRREL BUTTER LLC	250.00
2062	YOGOMAN	1,000.00
2063	French Touchup LLC	4,608.00
2064	Bud Clary Dodge/Chevrolet	31,975.29
2065	AMY'S ARTISTIC EXPRESSIONS	200.00
2066	COUSINEAU, NICK	131.63
2067	CRAWFORD, KRISTIN	121.21
2068	DITCH MAINTENANCE SERVICES	18,743.70
2069	EMERSON, DEVIN	76.99
2070	GREEN SOLUTIONS HEATING & COOLING	255.15
2071	GRETTE ASSOCIATES LLC	10,389.72
2072	GRAPPONE, RAYMOND	1,750.00
2073	HOOPSMILES	237.00
2074	KATO, CATHERINE	142.60
2075	LANDEZA, PATRICK	2,200.00
2076	THE CHEESE PIT	78.00
2077	THEO'S GYROS	216.00
2078	WA RECREATION & PARK ASSOC.	1,165.00
2079	ZESBAUGH, INC.	275.00
2080	PLAYOUT FOUNDATION	1,886.50
2081	SHANNON & WILSON, INC.	82,644.40
2082	FRELARD TAMALES	72.00
2083	THE 12TH DAWG MOBILE FOOD TRUCK	114.00
2084	Lakeland Restoration Services, LLC	51,892.50
2086	BOND, STEPHANIE	59.95
2087	BOYER, ANDREW	170.64
2088	DCI PLUMBING	1,736.70
2089	DRUMMOND, NICHOLAS D.	1,000.00
2090	SARA SOLUM HAYASHI	1,500.00
2091	MCDONALD, DON & BEVERLY	265.33
2092	PETERSON, DAVID A.	300.00
2093	THE WARREN G. HARDINGS	1,500.00
2094	THORSON BARNETT & MCDONALD, P.C.	4,537.50
2095	TRANSCO GROUP USA INC.	3,220.00
2096	TUPLING, SANDRA	56.90
2097	ROBINSON NOBLE	19,081.78
2098	A & G PROPERTY, LLC	54,300.00
2099	INGLEWOOD GOLF CLUB	6,750.00
2100	HOPKINS, CRAIG R.	22,800.00
2101	PENINSULA FINANCIAL CONSULTING	11,890.98
2102	CHG SF LLC	10,128.90
2103	WILLIAMS, MARLA J.	40.00
2104	INGLEWOOD CONDOMINIUM ASSOCIATION	100.00
2105	LEGACY HOMES	7,500.00
2106	Pacific Golf & Turf	14,252.24
2107	BOTHELL SKI & BIKE	94.54
2108	DAMAGE RECOVERY	124.50
2109	SEATOWN DEVELOPMENT GROUP	7,869.50
2110	WILLIAM GARZA CREATIVE	800.00

Vendor Purchasing Report

For Date Range 01/01/2018 - 12/31/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2111	TYE FOUR, LLC	5,000.00
2112	TRANSPORTATION SOLUTIONS, INC.	1,350.00
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2115	INGLEWOOD SQUARE PARTNERSHIP	5,700.00
2116	WHITE FIR DESIGN	500.00
2117	WILCOX, ROBERTA	335.48
2118	MERIDIAN TERRACE	43,066.02
2119	PIONEER TOWING COMPANY	403,000.00
2120	LAKEPOINTE, INC.	77,000.00
2121	W. DEAN WEIDNER	106,000.00
2122	W. DEAN WEIDNER	3,700.00
2123	GREATER SEATTLE PARTNERS	1,000.00
2124	ALEXANDER'S STONE ART INC.	330.00
2126	SCHWARZWALTER, MARK	272.16
2128	SUNDANCE ENERGY SERVICES	36.75
2129	CHELIN, KELLY	86.40
2131	ADOPT A STREAM FOUNDATION	660.00
2132	FUELCARE	3,122.35
2133	LEE, JENNA	250.00
2135	AMERICAN SOLUTIONS FOR BUSINESS	1,254.38
2137	ECIVIS, INC.	3,000.00
2138	HORVATH, PETER	34.00
2139	VALENTINE ROOFING INC.	208.10
2140	VENIS, ROSALIND	30.00
Vendor Set Vendor Set 01 Total:		15,513,561.09

**City of Kenmore
City Council Regular Meeting
Minutes
November 5, 2018**

CALL TO ORDER – Deputy Mayor Herbig called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor David Baker (Absent)
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

FLAG SALUTE

AGENDA APPROVAL

CITIZEN COMMENTS

There were no public comments.

PUBLIC HEARING

Proposed Tax Levy for 2019 - Joanne Gregory, Finance and Administration Director

Finance Director Gregory explained that each year the City must set the tax levy for the ensuing year and hold a public hearing prior to approval of the levy. The City is allowed to increase its levy by the lesser of one (1) percent or the percentage increase in the July IPD (Implicit Price Deflator). The IPD this year is 2.169% (which is more than 1%). The state Department of Revenue (DOR) calculates the IPD using the most recent quarterly numbers reported by the federal Bureau of Economic Analysis (BEA). The IPD is a measure of inflation. Every month BEA publishes an estimate of the quarterly IPD numbers. These quarterly numbers are seasonally adjusted each year in July, and these seasonal numbers form the basis for the prior year IPD personal consumption expenditure number that is used by DOR to calculate inflation.

For 2019, the Proposed 2019-2020 Biennial Budget includes a 3% increase in the levy using banked tax capacity from years when the City Council did not raise the levy by the allowable 1%. The City's banked tax capacity is just over \$593,000.

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November 5, 2018

In 2018 the property tax levy was \$4,837,631. The County Assessor has only released preliminary assessed valuations and levy information at this time. Based on what has been received, the proposed property tax levy for 2019 would be \$5,024,414 which includes the 3.0 % increase over 2018 (\$145,128), plus new construction which adds about \$41,662 (or .86%) to the tax rolls. Overall, the 3% levy compared to a 1% levy provides an additional \$96,745 to the City in 2019 and provides a compounding benefit for future years.

The 3.0% increase in the property tax levy will not have a dramatic increase on the tax that a homeowner pays, especially in this era of rising home values. In fact, with the increase in assessed valuation for the entire City, the levy rate will decline from \$1.13 to about \$1.04 for each \$1,000 of assessed value. The preliminary assessed value is \$4,835,437,983, an increase of about 12.4% from 2018.

If the City Council were to take a 1% increase, the levy would be \$4,927,669 and the probable levy rate would be about \$1.02 per \$1,000 of assessed value. On a \$500,000 home in the City, the tax effect with a 3% levy increase and a rate of \$1.04 would be \$520. The tax effect with a 1% levy and tax rate of \$1.02 would be \$510, or \$10 less for the year.

If the City Council were to approve the increase of 3.00% to the levy for 2019, this would generate additional revenue of \$96,745 which will also provide a compounding revenue benefit in future levies. The City would continue to have “banked capacity” property tax remaining; approximately \$490,000.

The Mayor opened the public hearing for comments.

Susan Gardner
15428 62nd Avenue NE
Kenmore, Washington 98028

Ms. Gardner spoke against a property tax increase. She believes the City spends a lot of money. She gave an example of a City worker in her neighborhood that took all day for a job that should have taken 30 minutes.

Steve Colwell
15432 62nd Place NE
Kenmore, Washington 98028

Mr. Colwell spoke against the property tax increase. He stated that the numbers don't work out and that 3% is too much. He stated that Kenmore is not Kirkland and shouldn't try to be.

Will Netelenlos (spelling not confirmed)
15737 61st Street NE
Kenmore, Washington 98028

City of Kenmore - City Council Meeting Minutes
November 5, 2018

He stated that he did not agree with a 3% increase in property taxes. He stated that he believes 3% is unrealistic and the citizens are already paying too much.

Bob Spigor (spelling not confirmed)
16087 Inglewood Drive
Kenmore, Washington 98028

He stated that he does not understand the banked capacity. He stated that a 3% increase is more than inflation and should not be approved.

Mayor Baker closed the public hearing at 7:34 p.m.

BUSINESS AGENDA

Continued Discussion of Proposed Department Budgets and Funds for 2019-2020 (as needed) - Rob Karlinsey, City Manager and Joanne Gregory, Finance and Administration Director

City Manager Karlinsey spoke about additional cuts that could be made if the property taxes were not increased. He handed out a memorandum of cuts that staff have identified.

Council discussed the potential cuts.

MOTION: Councilmember Smith made a motion to cut \$60,000 Arch contribution, Councilmember Curtis seconded the motion.

AMENDMENT TO THE MOTION: Councilmember Smith made a motion to not eliminate \$60,000 and eliminate only \$10,000 per year with a total of \$20,000, Councilmember Denuski seconded the motion. The motion passed 5-1-0 with Deputy Mayor Herbig voting no.

The original motion is now null and void.

MOTION: Councilmember Smith made a motion to move the \$100,000 for the Public Works Shop to Strategic Opportunity Fund, Councilmember Srebnik seconded the motion. The motion passed unanimously.

MOTION: Councilmember Smith made a motion to rescind the Recreation Coordinator motion from two weeks ago. Motion failed due to lack of second.

City of Kenmore - City Council Meeting Minutes
November 5, 2018

Council and staff engaged in a discussion and reviewed all of the potential cuts to the proposed budget.

MOTION: Councilmember Smith made a motion to eliminate the HRA VEBA contributions for employees, Councilmember Curtis seconded the motion.

MOTION: Councilmember Curtis made a motion to table this discussion to next Tuesday's meeting, Councilmember Denuski seconded the motion. The motion passed 5-1-0 with Councilmember Smith opposed.

MOTION: Councilmember Curtis made a motion to analyze a 2% property tax increase and bring it back to the next meeting. The motion passed 5-0-1 with Councilmember Srebnik abstaining.

MOTION: Councilmember Curtis made a motion to direct staff to dedicate any extra funds to the street fund, Deputy Mayor Herbig seconded the motion. The motion passed 4-2-0 with Councilmember Marshall and Councilmember Smith voting no.

ADJOURNMENT

The meeting adjourned at 9:16 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore
City Council Regular Meeting
Minutes
November 13, 2018**

CALL TO ORDER – Deputy Mayor Herbig called the meeting to order at 6:00 p.m.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council per RCW 42.30)

The meeting recessed to executive session at 6:00 p.m. to discuss potential litigation per RCW 42.30.110 (1)(i).

RECONVENE TO REGULAR SESSION

The meeting reconvened to regular session at 7:00 p.m.

ROLL CALL

Mayor David Baker (Absent)
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

FLAG SALUTE

AGENDA APPROVAL

MOTION: Councilmember Denuski made a motion to remove item B on the business agenda (2017-2018 Biennial Budget Amendments) to the next meeting, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

This item will come back to Council at the next meeting.

CITIZEN COMMENTS

Alanna Kraff
18015 68th Avenue NE
Kenmore, Washington 98028

City of Kenmore - City Council Meeting Minutes
November 13, 2018

Ms. Kraff introduced herself from Hopelink. She thanked the City for their support of Hopelink.

Carl Michelman
18023 62nd Avenue NE
Kenmore, Washington 98028

Mr. Michelman spoke about the health plans and benefits for employees. He stated he feels everyone has to contribute to their healthcare costs.

Kathie Colwell
15432 62nd Place NE
Kenmore, Washington 98028

Ms. Colwell asked a question related to the costs of improvements at Rhododendron Park.

Peter Lance
6501 NE 151st
Kenmore, Washington 98028

Mr. Lance spoke about Lakepointe. He stated that the City needs to look at the best use for that location.

CONSENT AGENDA

MOTION: Councilmember Denuski made a motion to approve the consent agenda, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

The consent agenda included the following:

The following checks and electronic payments are approved for payment:

Total Checks 40989 through 41080 in the amount of \$861,001.41.

Payroll Check #10109 in the amount of \$3,579.70.

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated: 10/26/18 in the amount of \$121,989.26.

Regular City Council Meeting Minutes of September 24, 2018 and October 8, 2018

Authorize the City Manager to Execute an Interlocal Agreement with the Northshore Utility District to Construct the District's Water Main Replacement Project for the West Sammamish River Bridge Replacement Project

City of Kenmore - City Council Meeting Minutes
November 13, 2018

Authorize the City Manager to Execute an Amendment to Contract 16-C1625 with HDR in an Amount not to Exceed \$435,000 for Juanita Drive Project Design and Right-of-Way Services

Authorize the City Manager to Execute a Snow Removal Interlocal Agreement with Northshore Utility District - Rob Karlinsey, City Manager

PUBLIC HEARING

Allow "Construction and Trade" as Temporary Use for One Year at 6532 NE Bothell Way for an Interim Public Works Shop - Samantha Loyuk, Associate Planner

Planner Loyuk explained that the City of Kenmore (Kenmore) has contracted with the City of Lake Forest for public works services since incorporation. Starting on January 1, 2019, Kenmore will be providing in-house public works services. Kenmore has not been able to find a permanent location for a Public Works Shop, which is considered a "Construction and Trade" use, per the zoning code (KMC 18.20.590). A city-owned property located at 6532 NE Bothell Way ("subject property") has been identified as a temporary location for the Public Works shop. The subject property is zoned Downtown Commercial (DC) and does not contain any environmentally critical areas or buffers. Per KMC 18.25.020, Construction and Trade uses are prohibited use in the DC zone. However, the use is allowed on a temporary basis through Temporary Use Permit (KMC 18.100.100).

Temporary Use Permits are a mechanism by which the City may permit a use otherwise not permitted in the zone. Temporary Use Permits that exceed 90-days require a public hearing and City Council approval.

In accordance with KMC 18.100.125, a Temporary Use Permit shall demonstrate that:

- A. The proposed temporary use will not be materially detrimental to the public welfare;
- B. The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation; and
- C. Adequate public off-street and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner.

Staff reviewed the application for compliance with the approval criteria described in KMC 18.100.125 and determined the temporary use complies.

Development Services staff recommends the temporary use be allowed for one year, starting January 1, 2019.

Deputy Mayor Herbig opened the public hearing at 7:30 p.m.

Steve Colwell
15432 62nd Place NE

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Kenmore, Washington 98028

Mr. Colwell urged the Council to vote against the temporary use permit. He does not want to see a temporary public works shop in the downtown.

Deputy Mayor Herbig closed the public hearing.

Extend Multifamily Tax Exemption in the Transit Oriented Development District Overlay -
Bryan Hampson, Development Services Director

Director Hampson explained that to help further encourage multi-family development and redevelopment in our transit-oriented development (TOD) district overlay, City staff recommends City Council increases the incentives available in the TOD area by designating the TOD as a residential targeted area, to be eligible to take advantage of the Multifamily Tax Exemption (MFTE) as allowed by the codified Ordinance, Chapter 3.65 KMC.

Reference the October 29, 2018 Memo Analyzing Multi-Family Property Tax Exemption in the Transit Oriented Development District and Exhibits. It provides history and demonstrates different possible property tax and housing unit scenarios, including affordable units, and one-time revenues to the City if there is no redevelopment, a townhome development, or a TOD product with or without an MFTE.

Ordinance No. 18-0471 amends Section 3.65.030 in the Kenmore Municipal Code to expand the MFTE area to the TOD and modifies the level of affordability. This Ordinance provides Council the opportunity to change the level of affordability if so chooses to. Currently, with regards to MFTE, low or moderate income is equal to or less than 85%. Council needs to provide direction on the level of affordability during the deliberation and insert into adopting motion.

Deputy Mayor Herbig opened the public hearing at 7:54 p.m.

Jenkins Chan
720 Lakeside Avenue South #204
Seattle, Washington

Mr. Chan stated that he wants to work with the City. He stated that even with the multifamily tax exemption, the project he is working on is close. Without the exemption, it's not viable.

Council engaged in a discussion. The Council concurred that there was no hurry on this Ordinance and that more discussion needed to take place. This item will come back to the Council after the first of the year.

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2019-2020 Proposed Biennial Budget - Joanne Gregory, Finance and Administration
Director

Passage of a biennial budget by year-end is required by State law. A public hearing on the 2019 tax levy was held on November 5, 2018.

City Council reviews of department and fund budgets were held throughout October and the adoption of the 2019-2020 Biennial Budget is scheduled for November 19. The public has been invited and encouraged to attend public sessions and offer public comment.

Finance Director Gregory explained that the City wide 2019-2020 Proposed Budget expenditures are \$102,859,413 and budgeted revenues are \$106,958,161. These balances include \$18,243,972 of interfund transfers, primarily due to transfers of capital resources to capital projects. The General Fund is balanced in that budgeted expenditures do not exceed budgeted revenues and the projected ending fund balance at 12/31/2020 is \$3,823,626.

The Preliminary Budget expenditures are 22% more than the amended 2017-2018 budget and 25% more than the 2017-2018 projections, primarily due to increased capital project expenditures and use of capital project funding sources such as bond funds, grants, real estate excise taxes and impact fees. Most significantly this includes the West Sammamish River Bridge project and the Walkways and Waterways park and transportation projects.

Several of the more significant assumptions and new requests included in the 2019-2020 Proposed Preliminary Budgets for the operational funds such as General Fund, Street Fund and Surface Water Management include:

- A 3% increase in the tax levy in 2019 and 2020 utilizing banked tax levy capacity. This generates revenue of \$294,963 over the biennium and provides a compounding benefit in future years.
- Up to \$250,000 in reimbursements for costs related to the Lakepointe development project.
- A temporary Capital Project Engineer to manage the West Sammamish Bridge project which would be 90% funded by the project.
- An increase in salaries and wages of 3.6% effective January 1, 2019 (Proposed Salary Plan will be provided).
- An increase in medical insurance premiums of 4.5%.
- An increase in dental insurance premiums of 4.0%.
- Elimination of the Kenmore Village Fund and all activities and accounts rolled up to the General Fund as of 2019.
- Transfer of the Kenmore Business Incubator activities and accounts to the General Fund.
- \$100,000 to support the need for GIS services; likely through a contractual arrangement.
- \$35,000 for a new telephone system.

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November 13, 2018

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- An increase of \$60,000 in the contribution to ARCH.
 - A 5% increase in the Police Services contract with \$58,000 additionally set aside for a possible retroactive pay increase back to 2017, pending settlement of the collective bargaining agreement with the Police Guild.
 - \$40,000 for website improvements.
 - Increases in landscape maintenance contract costs due to a 110% increase in the Labor and Industries prescribed prevailing wage for landscape workers.
 - A new fund for development of a Public Works Shop plus salaries, benefits and other operational costs associated with park, facility, streets and surface water maintenance.
 - One additional position in Surface Water Management funded by SWM fees.
 - A 15% increase in Surface Water Management service charges for 2019 and 2020 was approved by the City Council on October 30, 2018. The 2019-2020 Proposed Budget will be updated to reflect this change.
 - A General Facilities Charge as a new revenue source to support Surface Water Capital projects was discussed by the City Council on October 30, 2018 and has been included in the Surface Water Capital program pending approval.

The City Council is also requested to consider the following salaries and benefits for 2019:

1. An update to the Salary Plan pay ranges is requested. The CPI-W as of June was 3.6%. This is the index typically used by the City for wage adjustments. The pay ranges would be updated and increased by 3.6% which would allow for a wage increase of this percentage for all employees on January 1, 2019. Several staff positions are at the top of their pay range and will not be eligible for a merit increase during 2019. In addition, several positions in the Salary Plan were adjusted due to market data and internal organizational changes. The wage adjustment and cost of benefits have been included in the 2019-2020 Proposed Budget.
2. Council approval is requested to continue the HRA VEBA contributions that were first offered to employees in 2018 as follows:

HRA VEBA

Employee	450
Employee + 1 Dependent	900
Employee + 2 or more Dependents	1,350
3. Council approval is requested to continue the Health Savings Account contributions that were first offered to employees in 2015 for those that chose the High Deductible Health Plans (HDHP). The HDHPs carry monthly premiums that are up to 30% less than the premiums of the Healthfirst 250 Plans. In 2018, the City's annual contribution schedule was as follows:

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High Deductible Health Plans with Health Savings Accounts

	Health Savings Account	Premium Savings to City
Employee	2,000	2,628
Employee + Spouse	4,500	5,258
Employee + Child	3,000	3,871
Employee + 2 Children	3,000	4,934
Employee + Spouse + Child	4,500	6,499
Full Family	4,500	7,550

4. Council approval is requested to add Affordable Health Network (AHN) 250 Plans as an additional option for employees. These new AHN Plans offer premiums that are 5% less than the Healthfirst 250 plans. Since there is a 5% savings to the City for each employee that enrolls in an AHN and to provide an incentive to employees, Council is requested to consider sharing the premium savings on a 50/50 basis with the employee. The employee's share would be contributed to their HRA VEBA.

Deputy Mayor Herbig opened the hearing for public comments at 8:35 p.m.

Stan Isenhath
16328 Inglewood Road NE
Kenmore, Washington 98028

Mr. Isenhath thanked the Council for their work on the budget. He stated that he is a realtor of a large real estate company. He read the Council several questions to consider as it relates to businesses and taxes. He asked the Council to look at more reductions before they raise taxes.

Steve Colwell
15432 62nd Place
Kenmore, Washington 98028

Mr. Colwell spoke about the proposed 3% property tax increase. He stated that its too much. He also spoke about a recent ribbon cutting in the City that the Council should have attended.

Deputy Mayor Herbig closed the public hearing at 8:43 p.m.

Director Gregory continued discussions with the Council regarding the salary plan, the property tax, the proposed budget and employee benefits.

MOTION: Councilmember Smith made a motion to only change the Communications Specialist and Volunteer and Events Coordinator positions by the cola of 3.6%, Councilmember Marshall seconded the

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motion. The motion failed 2-3-0 with Councilmember Smith and Councilmember Marshall voting yes.

MOTION: Councilmember Smith made a motion to reduce the HRA VEBA contribution by 50% in 2019 and eliminate it completely in 2020, Councilmember Curtis seconded the motion. The motion failed 2-3-0 with Councilmember Smith and Councilmember Curtis voting yes.

MOTION: Councilmember Curtis made a motion to keep the high deductible plans at the same level (or as is), Councilmember Denuski seconded the motion. The motion passed unanimously.

MOTION: Councilmember Curtis made a motion to increase the property tax levy 3% for 2019 and 2020, Councilmember Denuski seconded the motion. The motion passed 3-2-0 with Councilmember Marshall and Councilmember Smith opposed.

BUSINESS AGENDA

Receive and File September 2018 Financial Report for the City of Kenmore, Washington - Joanne Gregory, Finance and Administration Director

The budget was adopted on December 12, 2016 and amended July 24, 2017 and November 27, 2017. This review also provides an opportunity to identify any additional potential variances or fluctuations from the budget which may require a future budget amendment.

September is the 21st month of the 2017-2018 biennium. As of September, revenues for the biennium exceeded expenditures in the General Fund by \$382,553. Also, revenues were 85.6% of the biennial budget and expenditures were 84% which included an interfund transfer of \$425,505 from the General Fund water and sewer franchise fees to the Street Fund. The second half of real property taxes are due to the County by October 31; therefore the October financial report should reflect these revenues coming in to the City.

With no objections, the Council received and filed the September 2018 Financial Report for the City.

This item is postponed to the next meeting:

2017-2018 Biennial Budget Amendments - Joanne Gregory, Finance and Administration Director

"Construction and Trade" as a Temporary Use for One Year at 6532 NE Bothell Way for an Interim Public Works Shop - Samantha Loyuk, Associate Planner

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MOTION: Councilmember Denuski made a motion to approve the Temporary Use for One Year at 6532 NE Bothell Way for an Interim Public Works Shop, Councilmember Smith seconded the motion. The motion passed unanimously.

This item is postponed to the next meeting:

Ordinance 18-0471 Designating the Transit Oriented Development District Overlay as a Residential Targeted Area; Amending Sections 3.65.030, 3.65.020, and 3.65.110 of the Kenmore Municipal Code - Bryan Hampson, Development Services Director

ADJOURNMENT

The meeting adjourned at 9:47 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore
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CALL TO ORDER – Deputy Mayor Herbig called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor David Baker (Absent)
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

FLAG SALUTE

AGENDA APPROVAL

MOTION: Councilmember Denuski made a motion to add Resolution 18-315 approving the Surface Water Fees to the business agenda, Councilmember Curtis seconded the motion. The motion passed unanimously.

CITIZEN COMMENTS

John Krumweide
7301 NE 175th Street
Kenmore, Washington 98028

Mr. Krumweide spoke about the need to preserve the mobile home parks. He also urged the Council not to transfer the surface water increase on to the mobile home park owners.

Joanna Crocker
7301 NE 175th Street
Kenmore, Washington 98028

Ms. Crocker spoke about preserving mobile home parks. She stated that this is housing for low income and seniors.

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Phyllis Finley
5962 NE Arrowhead Drive
Kenmore, Washington 98028

Ms. Finley spoke about the comprehensive plan amendments. She also asked about the status of the City Manager Karlinsey talking to the school districts about sharing ballfields.

Kylin Parks
4515 176th Street SW
Lynnwood, Washington

Ms. Parks urged the Council to approve the comprehensive plan amendments.

CONSENT AGENDA

MOTION: Councilmember Denuski made a motion to approve the consent agenda, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

The consent agenda included the following:

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Authorize the City Manager to Execute the Administrative Services Contract (Contract 18-C1949), the Money Purchase Plan Adoption Agreement (Contract 18-C1954) and the Loan Guidelines Agreement (18-C1955) with ICMA-RC

BUSINESS AGENDA

2018 Comprehensive Plan Amendments - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Senior Planner Anderson introduced the 2018 Comprehensive Plan amendments for consideration. The Planning Commission held a public hearing on the draft amendments on November 6.

The City can amend the Comprehensive Plan only once a year, except for a limited number of exceptions. The Capital Facilities Element amendments you considered earlier this year were an exception to the general once-per-year rule, as are the Shoreline Sub-Element amendments that will accompany recommended amendments to the Shoreline Master Program early next year.

Following is an explanation of the proposed 2018 amendments.

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Mobile Home Parks

At the September 17 meeting, the City Council provided policy direction on treatment of the six mobile home parks in the City. The Council directed that the two mobile home parks on NE 175th Street (Inglewood East and Lakewood Villa) be assigned protective zoning. The remaining four mobile home parks (Lakewood, Lake Terrace, the unnamed park on NE 181st Street, and Kenmore Village) would have protective zoning for a period of 10 years, at which point an upzoning, with affordability requirements, would be applied.

The proposed Comprehensive Plan amendments to the Land Use Element, Downtown Sub-Element and Housing Element (see Attachment 1) provide additional background information on the mobile home parks and address preservation. The amendment to the Comprehensive Plan map would put a new “MHC” (Manufactured Housing Community) designation over the two parks on NE 175th Street. The MHC designation is not recommended for the other four parks, as the long-term vision for those areas is not “Manufactured Housing Community.”

The Comprehensive Plan amendments are the first step in crafting new zoning regulations for the mobile home parks. Those regulations will be introduced to the City Council in early 2019.

Natural Environment

Recommended amendments to the Natural Environment Sub-Element update background information on critical areas and make minor revisions to associated policies. These changes are the first step in the critical areas update that is presently underway in front of the Planning Commission. It is anticipated that future amendments to the Shoreline Sub-Element will be more extensive.

During the comment period for the State Environmental Policy Act (SEPA) review of the amendments, the City received an email from Karen Walter, representing the Muckleshoot Tribe (see Attachment 3). Following a meeting with Ms. Walter on November 7, staff is recommending additional amendments to the Natural Environment Element. The following background text is found on page 4D-8 of Attachment 2. The Planning Commission’s recommended amendments are shown in yellow highlighting. The proposed new text responding to Ms. Walter’s concerns is in gray highlighting:

The water quality of the Sammamish River is largely influenced by the slow-moving nature of this lowland system and by the backwater effect from Lake Washington. The slow movement, while enhancing sediment deposition, also allows for development of dense stands of aquatic plants and higher algal productivity. The backwater affect means that warmer lake water with lower dissolved oxygen concentrations is significantly influencing the conditions in the lower reach of the river, especially during summer months; both of these conditions. Temperatures are limiting for salmon. A 2015 study prepared for King County

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reported that “Elevated water temperatures may also adversely affect the fitness of adult Chinook salmon, delay their arrival at spawning grounds, or increase their susceptibility to disease/parasites,” and have even resulted in mortality prior to spawning. Swamp Creek’s cooler temperatures create an important thermal refuge for fish where the creek joins the river. Fecal coliform bacteria and various pollutants are additional water quality issues. Temperature, dissolved oxygen, and fecal coliform are water quality parameters that currently are listed by the Washington Department of Ecology as Category 5, a level of impairment that requires development of a Total Maximum Daily Load (TMDL) or water quality improvement plan. Ecology has been conducting studies in support of temperature and dissolved oxygen TMDL development since 2014.

The King County Water Quality Index rates the River at the Kenmore monitoring station as either of high or moderate “of high concern with respect to water quality between 2000 and 2008.”

An amendment to Policy LU-15.2.2 also is recommended:

Policy LU-15.2.2 In partnership with other jurisdictions and interested parties, continue restoring stream and river channels and surrounding riparian areas to enhance water quality and fish and wildlife habitat and to mitigate flooding and erosion. Of particular interest is retention of forest communities along stream and river channels that provide shade and a source of woody debris to the aquatic habitat.

The fourth concern raised in Ms. Walter’s email related to the historic extent of native use/occupation in Kenmore is more appropriately addressed at the time of the next full Comprehensive Plan periodic review. The information is for background only and does not relate to the mobile home park amendments that are proposed.

Council and Staff discussed the amendments. This item will come back to the Council at the next meeting.

Council took a 3-minute break.

PUBLIC HEARING

Increase in Surface Water Management Service Charge Rates and the Imposition of a Surface Water Management General Facilities Charge - Richard Sawyer, Surface Water Manager

On October 30, 2018, staff presented results of the Surface Water Management (SWM) service charge analysis (attached) to Council and recommended that Council consider 1) increasing rates, and 2) imposing a general facilities charge (GFC) on new development. These recommendations were based on increased staffing needs, workloads and costs associated with programs and projects required to comply with regulatory “unfunded” mandates established under the Clean Water Act and Endangered Species Act. The last rate analysis was conducted in 2008, which resulted in stepped rate increases from 2009 through 2012 and rates have remained the same since that time. After considering staff’s

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recommendations, Council approved and directed staff to implement the rates provided in Resolution No. 18-315. Resolution 18-315 only addresses changes to the SWM service charge and staff will return and present an ordinance to Council in January 2019 to implement the GFC. Moving forward, SWM service charge rates will also be referenced in the City's Fee Schedule, which is scheduled for adoption on November 26, 2018.

Deputy Mayor Herbig opened the hearing for public comments.

There were no public comments.

Deputy Mayor Herbig closed the public hearing.

Due to some revisions to Resolution 18-315 drafted by the City Attorney, this Resolution will come back to the next Council meeting.

BUSINESS AGENDA

Ordinance 18-0472 Setting the Regular Property Tax Levy for 2019 - Joanne Gregory,
Finance and Administration Director

Finance Director Gregory explained that the passage of a biennial budget by year-end is required by State law and November 30 is the due date for property tax levies to be set by ordinance and filed with King County.

The City Council has reviewed department and fund budgets throughout October and November in public sessions. The preliminary proposed budget document was distributed to the City Council on October 8, 2018 and is available at City Hall and www.kenmorewa.gov/finance.

Public hearings were held November 5 and November 13, 2018 to receive public comment on the proposed 2019 tax levies and the proposed 2019-2020 biennial budget.

Adoption of the 2019 Regular Tax Levy is scheduled for November 19, 2018 along with adoption of the 2019-2020 Biennial Budget.

The Regular Property Tax Levy ordinance includes a levy of \$5,052,445 which is an increase of 3% over 2018, plus new construction of \$67,522 and relevys of \$2,164. This is updated information based on recent new construction and relevy figures from King County.

MOTION: Councilmember Denuski made a motion to approve Ordinance 18-0472 Setting the Regular Property Tax Levy for 2019, Councilmember Curtis seconded the motion. The motion passed 4-2-0 with Councilmember Smith and Councilmember Marshall opposed.

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Ordinance 18-0473 Setting Excess Property Tax Levy for 2019 - Joanne Gregory, Finance and Administration Director

Finance Director Gregory explained that the 2019 excess property tax levy is necessary for repayment of the voted Walkways and Waterways bonds. In 2018 the City levied \$1,250,000 (.29/1.000 AV) to cover the debt service payments of \$1,221,750.

For 2019 the levy recommendation is \$1,220,000 which would result in a tax rate of \$.25 per \$1,000 AV to fund the debt service principal and interest payments of \$1,223,150.

Ordinance No. 18-0473 to approve the excess tax levy for 2019, in the amount of \$1,220,000, is recommended for adoption by the City Council.

MOTION: Councilmember Curtis made a motion to approve Ordinance 18-0473 Setting Excess Property Tax Levy for 2019, Councilmember Denuski seconded the motion. The motion passed unanimously.

Ordinance 18-0474 Adopting the 2019-2020 Biennial Budget

Finance Director Gregory explained that the 2019-2020 Proposed Biennium Budget presented to the City Council included total revenues for the biennium of \$109,660,611 and total expenditures for the biennium are \$105,527,212. The City Council directed revisions to the General and Street operating budgets in the amount of \$442,564 which resulted in a total revenue budget of \$110,138,175 and total expenditure budget of \$106,088,340. Details of the revisions are shown on slide 31 of the November 13, 2018 Public Hearing presentation.

The General Fund and the Street Fund are balanced in that budgeted expenditures equal budgeted revenues. Other special revenue funds, capital funds, and enterprise funds utilize fund reserves to support capital improvement programs and interfund transactions.

The Biennial Budget also includes a 3.6% wage adjustment for 2019 and 2020 for all city employees based on the CPI W Seattle Index. Exhibit A to the Ordinance will establish positions and salary schedules for City employees for 2019.

MOTION: Councilmember Denuski made a motion to approve Ordinance 18-0474 Adopting the 2019-2020 Biennial Budget, Councilmember Srebnik seconded the motion. The motion passed 5-1-0 with Councilmember Smith voting no.

Amendments to the 2017-2018 Biennial Budget - Joanne Gregory, Finance and Administration Director

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Finance Director Gregory explained that on December 12, 2016, the City of Kenmore adopted the 2017-2018 biennial budget. The city-wide budget was amended on July 24, 2017 and again on November 27 during the Mid Biennium Review. The amended budget includes revenue (\$71,875,400) and expenditure (\$71,166,405) projections for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates.

Prior to the close of 2018, which will be the end of the 2017-2018 biennial budget period, it is important to review all funds' budgets, consider actions taken by the City Council since the last budget amendment, consider any significant unappropriated expenditures, and adjust fund budgets accordingly so as not to exceed approved legal fund budgets.

Amendments to the General Fund, Street Fund, Park Capital Fund, Sammamish River Bridge Fund, and the Real Estate Excise Tax Fund are recommended and details are provided on the attachment.

In the General Fund, the most significant item is the anticipated start up and transition cost for the in house public works operation. These planned expenditures were reviewed with the City Council earlier this year. This adjustment and other underbudgeted expenditures are more than offset by better than expected revenues from taxes and development.

The Street Fund includes a number of unanticipated expenditures which should be recognized in the budget so as not to exceed the Fund's total appropriation. Additional revenues from the General Fund's water/sewer franchise fees are also recognized.

The Sammamish River Bridge Fund expenditures for this biennium may exceed the total fund budget if estimates of design and permitting expenditures for 2018 are accurate. This does not impact the overall Bridge budget. Therefore, it is recommended to increase the expenditure budget accordingly. Also, the fund is likely to have a negative cash balance at the end of 2018 due to the lag in receiving grant reimbursements. A temporary transfer from the Real Estate Excise Tax (REET) Fund is recommended to cover this cash shortfall. The actual transfer entry would not exceed \$2,000,000 and would be reversed in January. The REET Fund is projected to have a year-end balance of approximately \$2.6M.

The Park Capital Fund includes Project P31 Squires Landing Land Conversion/Acquisition with a budget established for 2019 but not 2018. Expenses in the current year include appraisal, staff time, and escrow deposit. A \$50,000 budget is recommended.

Following Council's direction on the proposed budget amendments, an Ordinance to formally amend the budget will be presented for approval on November 26, 2018.

MOTION: Councilmember Curtis made a motion to approve the salary plan with all the positions including the Recreation Coordinator, Councilmember

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Srebnik seconded the motion. The motion passed 5-1-0 with Councilmember Smith opposed.

MOTION: Councilmember Denuski made a motion to make the Recreation Coordinator a 2-Year Position, Councilmember Smith seconded the motion. The motion passed unanimously.

Reappointment of Three Existing Commissioners to Additional 3-Year Terms Beginning on January 1, 2019 and Possible Changes to the Planning Commission Rules if Needed - Debbie Bent, Community Development Director

Director Bent and Senior Planner Anderson explained that at the end of the year, four Planning Commission positions become vacant (Commissioners Nugent, Ohrenschall, Olson, and Vanderlinde). At your meeting on October 8, the Council expressed general interest in reappointing existing Commissioners to new terms if they were interested. Commissioner Nugent previously had declined reappointment. Commissioner Ohrenschall had expressed interest in reappointment. At the time of the meeting, Commissioners Olson and Vanderlinde had not yet asked for reappointment. Both have since told us that they would like to continue on the Commission.

Given the general direction from October 8, staff recommends that the Council consider a motion to reappoint three of the existing Commissioners to new terms (Ohrenschall, Olson and Vanderlinde).

Even with the reappointments, there remains one vacancy on the Planning Commission (Commissioner Nugent's position). The vacancy has been advertised and, besides filling the position, will give the City Council the opportunity to create a pool of potential Commissioners who could be called on in the event of an unexpected future vacancy. The application period closes on November 16. Staff suggests holding interviews in December and will offer potential dates once the number of candidates is determined.

Also the October 8 agenda bill was information about the Planning Commission rules. Staff was requesting that the Council provide direction on whether or not amendments to the rules were desired. That portion of the Planning Commission discussion was deferred to a future meeting, and this agenda item brings forward that same question. The preliminary discussion on rule amendments could be useful as the City Council makes decisions on Commissioner selection.

The Planning Commission rules are found in Municipal Code Chapter 2.30. Planning Commissioners must:

- Be Kenmore residents;
- If possible, represent all geographic areas of the City;
- Be available to serve three-year terms.

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After a review of Planning Commission standards in other cities (Kirkland, Redmond, Bothell, Lake Forest Park, and Shoreline), the following additional potential criteria surfaced:

- Redmond - The Commission should have a broad demographic representation. No member shall serve more than 2 consecutive 4-year terms.
- Lake Forest Park - Commissioners are limited to 2 consecutive 3- year terms, with at least a one-year break in service. Service as Commission Chair is limited to 36 months in every 48 consecutive months. Commissioners may be residents or business owners or employees in the City. In selection, consumer/citizen interests and professional expertise should be considered.
- Shoreline – No Commissioner should serve longer than 2 consecutive 4-year terms. Commissioners should have an interest in environmental affairs, planning, land use, and residential and commercial development as evidenced by training, experience or actions. The Commission should evenly represent these areas of interest. Property-owners may serve, as well as residents.

The basic questions the Council could address are:

1. Should other characteristics of the Commission, besides geographic representation, be considered?
2. Should business owners in the City, employees in the City, or property owners be eligible to serve?
3. Should the background qualifications for Commissioners be amended?
4. Should term limits be set either for appointment to the Commission or for election as the chair?

Besides the rules in the Municipal Code, the Planning Commission has its own “Rules of Procedure.”

MOTION: Councilmember Curtis made a motion to reappoint the three incumbents (Ohrenschall, Olson and Vanderlinde) for a 3-year term, Councilmember Denuski seconded the motion. The motion passed unanimously.

It was the consensus of the Council to hold interviews with the applicants as a whole with all the Councilmembers. The Council does not want to impose term limits. Lastly, service as Commission Chair is limited to 36 months in every 48 consecutive months

Field Use Policy for Moorlands Park Athletic Field and Direction on Field Rental Rates and Discounted Fees - Debbie Bent, Community Development Director

Staff is asking for Council direction regarding the field use policy for Moorlands Park Athletic Field.

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Field Use Policy: The draft field use policy has been reviewed by the City's insurance provider the Washington Cities Insurance Authority (WCIA) and the City attorney. On 10/16/18, the draft field use policy was also emailed to organizations who previously scheduled/used the field (Northshore School District, North Lake Little League, Northshore Youth Soccer Association, and Girls Slowpitch Softball) and asked for comments/questions by 11/5/18. The president of the North Lake Little League responded and had no comment, no other comments have been received. The field use policy outlines rules, policies and procedures for field rental. If Council comments/questions are addressed at the 11/19/18 meeting, then Staff requests that Council pass a motion approving the field use policy.

Field Rental Fees and Discounted Fees: In the handout provides a comparison of grass field rental fees for other jurisdictions. Staff recommends an hourly rental fee of \$22/hour (comparable to the Northshore School District). Field rental fees will be included in the 2019 Fee Schedule. A resolution adopting the 2019 fee schedule will be on the 11/19/18 Council agenda for consideration. Staff recommends Council pass a motion on field rental rates to be included in the 2019 fee schedule.

Field Rental Discounted Fees: The state legislative budget proviso for the Youth Athletic Funds (YAF) grant funding applicable to 2014 YAF grants administered through the Washington State Recreation and Conservation Office (RCO) requires that recipients of YAF grants have a fee waiver/reduction policy in place for youth athletic clubs based on the clubs rates and scholarships provided to low-income participants compared to other clubs. The Moorlands Park Project included 2014 YAF grant funds (Project 14-1290). RCO does not have any guidance on how to implement this budget proviso. Staff recommends that clubs have the opportunity to apply for a fee reduction reflecting the percentage of participants receiving scholarships or fee waivers. Staff suggests clubs have at least 20% of eligible participants with a maximum 50% reduction of field rental rates. Staff recommends Council pass a motion providing direction on the discounted field rental fee.

Background: The athletic field renovation at Moorlands Park was completed earlier this year. The field will be available for rental and use spring 2019, when the grass is established. The City is responsible for field maintenance, field scheduling and establishing and collecting rental fees for field use. Based on the Interlocal Agreement (Contract 17-C1814) with the Northshore School District, the majority of the park site (including the athletic field) is not available for public use during school hours.

MOTION: Councilmember Denuski made a motion to adopt the field use policy as amended, Councilmember Smith seconded the motion. The motion passed 5-1-0 with Councilmember Marshall opposed.

ADJOURNMENT

The meeting adjourned at 8:49 p.m.

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David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

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CALL TO ORDER – Deputy Mayor Herbig called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor David Baker (Absent)
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

FLAG SALUTE

AGENDA APPROVAL

CITIZEN COMMENTS

Joanna Crocker
7301 NE 175th Street NE
Kenmore, Washington 98028

Ms. Crocker discussed surface water and how important it is to have good regulations.

Jim Perkins
Post Office Box 82095
Kenmore, Washington 98028

Mr. Perkins said he is the owner of two mobile home parks in the City since 1966. He stated that he is worried about residents being displaced soon.

Matt Lacey
18830 52nd Avenue NE
98155

Mr. Lacey urged the Council to reallocate the grant funds on the agenda for a boathouse.

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Leah Johnson
2803 243rd Place SW
98036

Ms. Johnson spoke in favor of crew and the need for a boathouse.

Jack Nussbaum
8233 NE 166th Street NE
Kenmore, Washington 98028

Mr. Nussbaum also spoke in favor of crew and the need for a boathouse.

Phyllis Finley
5962 NE Arrowhead Drive
Kenmore, Washington 98028

Ms. Finley spoke regarding the grant funds on the agenda. She urged the Council to reallocate the funds to a City/School partnership for ballfields.

Pam Marshall
(Address not received)

Ms. Marshall stated that she was with the Kenmore Rowing Club. She stated that she supports reallocating the funds for a boathouse.

John Hendrickson
(Address on file)

Mr. Hendrickson stated that he believes the citizens are being victimized by the Council and explained his rationale.

CONSENT AGENDA

Councilmember Marshall asked that Ordinance 18-0476 be pulled from the consent agenda for further discussion.

MOTION: Councilmember Denuski made a motion to approve the remaining consent agenda items, Councilmember Srebnik seconded the motion. The motion passed unanimously.

The remaining consent agenda items included:

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The following checks and electronic payments are approved for payment:
Total check #41081 through 41192 in the amount of \$826,496.20.
Total payroll/taxes/flexible spending/retirement & health savings account electronic deposits
dated: 10/26/18 in the amount of \$133,591.61.

Approve Purchase and Sale Agreement, Contract 18-C1889, for Parcel 0114100730 located
at 7637 NE 192nd Street for Squire's Land Conversion

Authorize the City Manager to Execute Amendment #1 to Contract 18-C1819 with Gordon
Thomas Honeywell

Receive and File October 2018 Financial Report for the City of Kenmore, Washington

Cancel all Regularly-Scheduled Council Meetings for December, 2018

City Council Meeting Minutes of October 22, 2018, October 29, 2018 and October 30, 2018

Authorize the City Manager to Execute a Drug & Alcohol Testing Policy- Rob Karlinsey,
City Manager

BUSINESS AGENDA

Ordinance 18-0476 Amending the Land Use Element, including the Land Use Plan Map,
Amending the Downtown Sub-Element, Amending the Housing Element and Amending the
Natural Environment Sub-Element of the Comprehensive Plan

Councilmember Marshall asked staff some questions about the herbicide policies.

MOTION: Councilmember Marshall made a motion to schedule or plan to bring up the herbicide policy at a later date (and wait on the passage of Ordinance 18-0476), Councilmember Smith seconded the motion. The motion failed 1-6-0 with Councilmember Marshall voting yes.

MOTION: Councilmember Denuski made a motion to approve Ordinance 18-0476 Amending the Land Use Element, including the Land Use Plan Map, Amending the Downtown Sub-Element, Amending the Housing Element and Amending the Natural Environment Sub-Element of the Comprehensive Plan, Councilmember Curtis seconded the motion. The motion passed 5-1-0 with Councilmember Marshall opposed.

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Update and Options for Re-Allocation of King County Grant Funds for the St. Edward Ballfield Project to an Alternative Park Project - Debbie Bent, Community Development Director and Ann Stanton, Park Projects Manager

Manager Stanton explained that King County Councilmember Dembowski identified \$611,000 of grant funding in the 2017-2018 King County budget under the Youth and Amateur Sports Grant Program for construction of the St. Edward ballfield project. The funding was connected to the sale of a King County bond in August 2018. Projects connected to the bond funds were reviewed for compliance with application criteria by bond counsel and also by the King County Council. A condition of the funding award is project completion in 2021.

As construction of the ballfield will not be completed until after 2021, the City would lose the grant funds. If the City wants to use the grant funds for an alternative project that could be completed by 2021 it would require approval by King County Council (and possibly King County bond counsel). The alternative project must be an identified capital improvement project or an identified sports and recreation program with a focus on serving youth and increasing access to physical activity programs. If the Council wants to pursue an alternative project, the first step is a conversation with Councilmember Dembowski to provide an update on the ballfield project and identifying an alternative project for consideration.

Potential Alternative Project: The only project in the City's adopted Park Capital Improvement Program (other than the St. Edward Ballfield Project) that would be constructed by 2021 and meet the criteria (particularly serving youth) is the Rhododendron Boathouse project which will serve both the adult and high school rowing programs. The Squire's Landing Waterfront Project and Log Boom Park Waterfront Project while providing opportunities for physical activity through access to the water through programming offered by others, such as KWAC, will likely be constructed after 2021. The Twin Springs first phase project in 2019 is a drainage improvement project, so would not meet the criteria of serving youth. The Moorlands Park project in 2019 is to complete storm drain repair, crosswalk improvements and netting for the athletic field, so again this would not meet the criteria of serving youth. The three ongoing mitigation projects at Rhododendron and Squire's Landing and also the Squire's Landing acquisition project would not meet any of the criteria.

Other alternative project ideas that some Councilmembers have mentioned include: Improving drainage at the Bastyr Ballfields, Phase II City Hall Park, or roof over the skate park. There may be other project ideas too. However, none of these projects are included in the adopted Park CIP, and if selected would need to be added. None of these projects have any design, permits, or associated cost estimates. Staff would need to develop at a minimum, a concept plan(s), preliminary cost estimate, a schedule for obtaining permit requirements, construction schedule, and assessment of compliance with grant criteria to provide support of an alternative project that could be completed by 2021.

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Rhododendron Boathouse Project: On October 15, Council direction (5-2 motion) on the boathouse project was to pursue design, permitting and construction of a 20'x70' building on a 40' x 70' pile supported foundation. The proposed \$505,000 budget is not sufficient to construct the additional expense to construct the larger foundation although permit and bid documents currently under preparation include it as directed.

If Council direction is to pursue reallocating the \$611,000 in grant funds to the boathouse project, then a corollary decision remains to determine how to apply this funding. If approved, the King County grant would provide for the currently unfunded larger foundation. King County funds could replace the as-yet unsecured \$255,000 participation by Northshore School District. District participation includes an expectation that priority use times will be reserved for student use. In contrast, facility management would be simplified for the city to execute the contract without district participation, with the city in the role of owner and the District as a lessee. The balance of King County finding could increase the scope of work for 2019 construction for the larger building footprint. However, for boathouse construction documents to be amended in time to acquire permits and advertise for bids by April 2019, this direction needs to occur without delay. This entails some risk for the City assuming the county reallocation process can be completed and NSD funds secured. Council could also direct the current 20' x 70' project design be put on hold until a decision is made on the grant funds and/or Northshore School District (NSD) funds are secured. This would mean that construction would be delayed from 2019 to 2020.

Total funding available under each funding scenario is shown in the following table.

Funding Source	Current 2019-2024 Budget	No School District Funds	All Potential Funds
Washington St.	242,500	242,500	242,500
King County	0	611,000	611,000
Kenmore	7,500	7,500	7,500
Northshore	255,000	0	255,000
TOTAL	\$505,000	\$861,000	\$1,116,000

Project cost estimates for three alternative 2019 scopes of work are shown below. Actual project cost can be further controlled at the bid award stage through use of strategic bid alternates.

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Project Scope Alternatives	Project Estimate 9/5/2018*	Including 50% "Experience Factor"
20'-wide bldg on 40' foundation	\$550,000	\$825,000
40'-wide bldg, no add-ons	\$710,000	\$1,065,000
40'-wide bldg, with all add-ons	\$850,000	\$1,275,000

Boathouse Project Options:

1. Continue Council-directed design/permitting construction for a 20'x70' building with 40'x70' concrete pad. (\$542,000 current project estimate).
2. Construct 40x70 building. Allocate the \$611k funding to supplant the Northshore School District funds (\$255k), pay for the \$50k foundation, account for the Rob's "50% Experience Factor" and include project add-on items as funding permits.
3. Construct 40x70 building. Allocate the \$611k funding but retain district funding. Include project add-ons as funding permits.

St. Edward Ballfield Project: Council direction May 2018 was to pursue an Environmental Impact Statement (EIS) for the ballfield project. The City is still waiting to receive a draft SEPA lead agency agreement identifying State Parks as the SEPA lead. The SEPA process would continue in 2019 after execution of the SEPA lead agency agreement. A long-term lease agreement with the Washington State Parks is also required providing terms for the City's improvement and ongoing maintenance of the ballfield lease area. The Parks Capital Improvement Program allocates \$300,000 in 2019 for EIS completion. \$500,000 is allocated in 2024 as a placeholder for permit completion (engineering and building permits), assuming the SEPA process and land use permit process are complete and a long-term lease is obtained. Construction is therefore not anticipated until 2024 at the earliest. If the King County funds are reallocated then the City could reapply at a later date.

Council and engaged in a discussion.

MOTION: Councilmember Denuski made a motion to reallocate the grant funds to the City Hall Park Phase 2, Councilmember Curtis seconded the motion. The motion passed unanimously.

AMENDMENT TO THE MOTION: Councilmember Curtis made a motion that if the feedback from Councilmember Dembowski's office is not favorable, pursue the boathouse, Councilmember Denuski seconded the motion. The motion failed 0-6-0.

Adopt Resolution 18-315 Establishing Surface Water Management Service Charge Rates for 2019 through 2024 - Richard Sawyer, Environmental Services Manager

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Manager Sawyer explained that on October 30, 2018, staff presented results of the Surface Water Management (SWM) service charge analysis to Council and recommended that Council consider increasing rates to support increased staffing needs, workloads and costs associated with programs and projects required to comply with regulatory “unfunded” mandates established under the Clean Water Act and Endangered Species Act. After considering staff’s recommendations, Council directed staff to implement the rates provided in Resolution No. 18-315. A public hearing was held on the proposed rates on November 19, 2018 and no additional comment was received.

The rate increase will maintain long-term fiscal viability and fund solvency for the surface water management fund, maintain an operating reserve and appropriately manage debt. Additionally, applicable surface water components of current transportation and parks capital projects would be appropriately funded by the surface water fund.

MOTION: Councilmember Denuski made a motion to approve Resolution 18-315 Establishing Surface Water Management Service Charge Rates for 2019 through 2024, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

Resolution 18-314 Adopting the City of Kenmore's 2019 Fee Schedule - Tela Whiteman, Permit Specialist

Permit Specialist Whiteman explained that annually the City of Kenmore’s fee schedule is reviewed and updated as provided for in Ordinance 02-0139.

City staff is proposing the following revisions and additions to the 2019 Fee Schedule:

1. To increase the Development Services fees (Section 4) by the Consumer Price Index (CPI), 3.6% including transportation and park impact fees, not including appeal fees, school impact fees, annual use right of way, SR-522 connection permits, special events permits, and memorial signs;
2. Page 2 – General Fees, added a new line item for renewals where the cost of the original permit was less than the cost of a renewal;
3. Page 3 – Zoning and Land use, added “over 2” to landscape and tree management plan review >2 site acres;
4. Page 4 – Public notice mailing fee, added a minimum cost of \$200;
5. Page 4 – Added “and equal to” to shoreline substantial development permits and shoreline variance;
6. Page 6 – Added a title to grading permits for small projects;
7. Page 8 – Labeled Building permit table as “Valuation Table”;
8. Page 9 – Removed language regarding basic plan review;
9. Page 9 – Commercial and multi-family re-roof permits, based on Valuation Table;

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10. Page 9 – Per State Building Code Council, all surcharges were increased effective July 1st, 2018, see attached Exhibit C;
 11. Page 10 – Consolidated commercial and multi-family plumbing permit language as “Valuation Table”;
 12. Page 10 – Consolidated commercial and multi-family mechanical permit language as “Valuation Table”;
 13. Page 11 – Added School Impact fees per Ordinance No. 18-0463, effective May 22, 2018;
 14. Page 12 – Increased Type B ROW permit application fee;
 15. Page 12 – Renamed Utility Franchise Right-of-Way Permits and included a definition;
 16. Page 13 – Special Event Permit, added a line item for actual and indirect costs to the City per KMC 8.40.105;
 17. Page 14 – Adoption Service Fees, moved note from fee to description;
 18. Page 15 – Updated fees for Rhododendron Park Shelter Rental fees per Northshore Senior Center;
 19. Page 15 – Added a line item for Moorlands Park Athletic Fields Rental Fees, pending Council discussion on November 19th;
 20. Page 15 – Added line items for Franchise Agreement Negotiations;
 21. Page 15 – Created a new section for Public Records Requests fees and updated with 2018 fees per Ordinance No. 18-0460;
 22. Page 16 – Created a new section for Surface Water Fees with the Surface Water Management Service Charge, pending Council discussion on November 19th;
 23. Various formatting changes, including changing the document type from Word to Excel.

MOTION: Councilmember Smith made a motion to adopt 18-314 approving the City of Kenmore's 2019 Fee Schedule, Councilmember Denuski seconded the motion. The motion passed unanimously.

2017-2018 Biennial Budget Amendments - Joanne Gregory, Finance and Administration Director

On December 12, 2016, the City of Kenmore adopted the 2017-2018 biennial budget. The city-wide budget was amended on July 24, 2017 and again on November 27 during the Mid Biennium Review. The amended budget includes revenue (\$71,875,400) and expenditure (\$71,166,405) projections for both years which support the City Council priorities, departmental work programs, various municipal obligations, as well as Federal and State mandates.

Prior to the close of 2018, which will be the end of the 2017-2018 biennial budget period, it is important to review all funds' budgets, consider actions taken by the City Council since the last budget amendment, consider any significant unappropriated expenditures, and adjust

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fund budgets accordingly so as not to exceed approved legal fund budgets. Recommended amendments were reviewed with the City Council on November 19, 2018.

Amendments to the General Fund, Street Fund, Park Capital Fund, Sammamish River Bridge Fund, and the Real Estate Excise Tax Fund are recommended.

In the General Fund, the most significant item is the anticipated start up and transition cost for the in house public works operation. These planned expenditures were reviewed with the City Council earlier this year. This adjustment and other underbudgeted expenditures are more than offset by better than expected revenues from taxes and development.

The Street Fund includes a number of unanticipated expenditures which should be recognized in the budget so as not to exceed the Fund's total appropriation. Additional revenues from the General Fund's water/sewer franchise fees are also recognized.

The Sammamish River Bridge Fund expenditures for this biennium may exceed the total fund budget if estimates of design and permitting expenditures for 2018 are accurate. This does not impact the overall Bridge budget. Therefore, it is recommended to increase the expenditure budget accordingly. Also, the fund is likely to have a negative cash balance at the end of 2018 due to the lag in receiving grant reimbursements. A temporary transfer from the Real Estate Excise Tax (REET) Fund is recommended to cover this cash shortfall. The actual transfer entry would not exceed \$2,000,000 and would be reversed in January. The REET Fund is projected to have a year-end balance of approximately \$2.6M.

The Park Capital Fund includes Project P31 Squires Landing Land Conversion/Acquisition with a budget established for 2019 but not 2018. Expenses in the current year include appraisal, staff time, and escrow deposit. A \$50,000 budget is recommended.

MOTION: Councilmember Srebnik made a motion to approve Ordinance 18-0475 to approve the 2017-2018 Biennial Budget Amendments, Councilmember Curtis seconded the motion. The motion passed unanimously.

COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

MOTION: Councilmember Srebnik made a motion to provide support on the St Edward Trail Planning (i.e. letter of support), Councilmember Denuski seconded the motion. The motion passed 5-1-0 with Councilmember Marshall opposed.

ADJOURNMENT

The meeting adjourned at 8:20 p.m.

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David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Prosecution Services and Domestic Violence Coordinator Services – Contract 10-C862, Amendment No. 4

For Council Meeting Agenda of: 12/10/2018

Department: City Manager's Office

Prepared by: Kelly Chelin for Rob Karlinsey, City Manager *KC*

Proposed Council Action/Motion:

Authorize Amendment No. 4 for Prosecution Services and Domestic Violence Coordinator Services with the Law Office of Sarah Roberts

Initial & Date

Approved by Department Head: _____

Approved by City Attorney: N/A

Approved by Finance Director: _____

Approved by City Manager: RJK

Exhibits/Attachments: Contract Amendment No. 4
Contract 10-C862 with Amendments Nos. 1-3

INFORMATION/BACKGROUND:

This contract amendment is needed to extend the contract with the Law Office of Sarah Roberts. The last amendment executed in January of 2013 extended the contract through December 31, 2018. The City is happy with the services of Ms. Roberts and would like to extend the contract an additional two years. The rest of the provisions of the agreement will remain as written.

Staff recommendation is to extend the contract through December 31, 2020.

**CITY OF KENMORE CONTRACT NO. 10-C862
AMENDMENT NO. 4**

The following section of the 10-C862 Amendment No. 3 contract dated January 16, 2013, between the City of Kenmore and the Law Office of Sarah Roberts is amended to read as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 3. Duration of the Agreement. The Agreement shall be in full force and effect for a period commencing January 31, 2013 and ending December 31, 2020.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: Sarah Roberts, Attorney at Law

Title: Sole Proprietor

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____
Rob Karlinsey
City Manager

Kenmore Original

CONTRACT FOR CONSULTANT SERVICES
Contract No. 10-C862

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Law Office of Sarah Roberts, whose principal office is located at 18050 Meridian Avenue North, Shoreline, WA 98133 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

 X According to the rates set forth in Exhibit "B".

 X A sum not to exceed \$ 300,000.00

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

An annual Cost-of-Living (COLA) increase shall be automatically calculated on January 1st of each year of this Agreement. This annual COLA increase shall be the same as granted to non-union City employees by the City Council at the close of each year, if any. If no COLA increase

is granted by the City Council, then no COLA increase shall be given to Consultant under this Agreement.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 1, 2010 and ending December 31, 2012, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

C. The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. Insurance.

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under

this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. Except where disclosure is required by law or made necessary as part of Consultant's performance of the Scope of Services, Exhibit A, all information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Law Office of Sarah Roberts
18050 Meridian Avenue North
Shoreline, WA 98133

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: Frederick C. Stouder
Frederick C. Stouder

Title: City Manager

Date: March 29, 2010

CONSULTANT

By: Saran Roberts

Title: attorney at law

Date: April 7, 2010

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Provide prosecution services on misdemeanor, gross misdemeanor and traffic infraction cases, where the City has original jurisdiction over any of the above matters committed all standards, rules, guidelines and regulations applicable to the legal profession, including but not limited to the Rules of Professional Conduct.

1. Review of cases for filing – Cases sent by the Kenmore Police Department (KPD) for prosecutor filing decision will be approved for filing or declining for filing within fourteen (14) days of receipt. Unless a case is approved for filing, the prosecutor will promptly send a memo to KPD explaining a decline or requesting additional information to be used in making the filing decision.
2. Complaints – Within thirty (30) days after a defendant pleads not guilty, the prosecutor will file a complaint with the court. At the same time, file notes will be prepared regarding evidence, witnesses and any extra information needed before trial.
3. Discovery – Discovery for all the above matters will be promptly provided to defense upon receipt of notice of appearance.
4. Subpoenas – The prosecutor is responsible to supply the court with the names of all City witnesses to be subpoenaed and notify witnesses if they are not needed.
5. Plea Offers – The prosecutor will prepare a plea offer for each case except for bail forfeitable offenses.
6. Victims of Complaining Witnesses – For domestic violence cases, it is anticipated that the domestic violence advocate will have contact with the victim right around the time of arraignment. Otherwise, the prosecutor will make direct contact with the victim (or if that is not practical, send a letter to the victim) by no later than two (2) weeks after arraignment: In other cases, shortly after the defendant pleads not guilty, the prosecutor will contact all necessary prosecution witnesses where it is likely that such witnesses will be necessary to appear for trial.
7. Case Management – Within thirty (30) days after a defendant pleads not guilty (without waiting for the case to come up on a court calendar) each case will be reviewed for trial readiness. This review will include insuring that proof of elements of the crime will be in hand for trial (e.g., admissible evidence re: status of driver's license). In the event an officer's attendance is not required for court, the prosecutor will provide cancellation notice consistent with KPD policy.

8. **Domestic Violence Advocate** – The prosecutor should have regular communication with the domestic violence advocate, particularly for discussion of upcoming cases. The prosecutor shall seek the input of the advocate before any unusual disposition of a case is proposed in court.
9. **Court Appearance** – The prosecutor will appear at all calendar settings unless otherwise waived. This includes sentencing, trials, contested hearings where an officer or witness presence is required, and probation hearings. However, it is likely that the standard procedure will be for the prosecutor to be excused from attending certain categories of calendars, such as routine review hearings during probation. The KPD or the court may request that the prosecutor attend all court hearings for individual defendants. When a case involves an offense, which KPD has indicated to the prosecutor is of particular sensitivity, the prosecutor shall contact KPD before any unusual disposition of the case is presented in court. In any event, the prosecutor shall advise KPD of such disposition as soon as possible after its presentation in court.
10. **Appearance at Court** – In the event that a City of Kenmore criminal matter is scheduled for hearing at court, then a prosecutor will attend such setting, unless otherwise waived.
11. **Appeals** – Prosecutor will represent the City for RALJ appeals at superior court. The prosecutor will perform legal research and file a responsive brief only after discussion with KPD. The prosecutor shall then, as necessary, prepare for and attend any required court appearances and oral arguments.
12. **Liaison** – The prosecutor will be the liaison between KPD and the court system regarding both court procedures and ongoing law enforcement operations.
13. **Charging Decisions** – Upon request of a police officer, the prosecutor will review criminal files to assist the KPD in making filing decisions. Cases are occasionally referred to the prosecutor to determine if there is sufficient evidence to file criminal charges. The prosecutor may then draft a criminal complaint and file it in court, or if there is insufficient evidence, may decline to charge or request additional police investigation.
14. **Legal Advisor** – The prosecutor shall be routinely available through email to all KPD officials and officers, including office visits, email and phone access for questions and issues.
15. **Coverage** – The prosecutor will arrange for coverage for illness or other absence. The prosecutor will provide the court with the names and telephone numbers of at least two other attorneys with whom the prosecutor has made prior arrangements with coverage for court appearances in the event that unexpectedly the prosecutor cannot attend. The

prosecutor will ensure that availability of attorney's and support staff is consistent with efficient delivery of services.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The Law Office of Sarah Roberts will be compensated at a flat fee of \$9,000.00 per month. This fee includes all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work)

Additionally, this flat fee includes all administrative costs incurred in servicing the contract (i.e. copies, postage, etc).

The flat fee does not include the coverage of code enforcement actions, which will be billed at a separate rate of \$150.00 an hour; provided that the City shall not pay an amount exceeding \$3,000.00 for Consultant's coverage of code enforcement actions.

The City shall not pay a sum exceeding \$300,000.00 for Consultant's services under this Agreement.

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D
CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation

 ☐ Partnership

 ☐ Government Consultant
☐ Individual/Proprietor

 ☐ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

**Contract No. 10-C862
Amendment No. 1**

Law Office of Sarah Roberts
18050 Meridian Ave. N.
Shoreline, WA 98133
Phone: (206) 205-5684 Fax: (206) 205-3470

Fred Stouder
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028

March 30, 2011

Mr. Stouder:

I am writing to request an amendment to my prosecution contract and a small increase of \$300 in my monthly pay. When we negotiated the prosecution contract in April 2010, it did not include my handling of suspects First Appearance Hearing. At that time, another law firm handled these matters at the King County Jail

Since the City is now booking defendants into the Snohomish County Jail, it appears more cost effective to have my law firm handle these matters. These duties include reviewing police reports for defendants booked into jail, reviewing the defendant's criminal history, and making appropriate recommendations to the court regarding bail and conditions of release. I have been providing these services to the City since February 1st of this year and things have been running very smoothly. Therefore, I am requesting an amendment to my contract to include the handling of First Appearance Hearings, and a monthly increase from \$9000.00 to \$9300.00.

Please let me know if you have any questions or if you would like any additional information.

Sincerely,

Sarah Roberts
Prosecuting Attorney
City of Kenmore



Contract No. 10-C862 (Sarah Roberts)
Amendment No. 2

Domestic Violence Victim Coordinator Services

- Make direct contact with victims and witnesses of domestic violence crimes within 24-48 hours of incident.
- Explain role of Domestic Violence Coordinator.
- Prepare victim files.
- Interview victims, assess the information involving the crime, determine prior history of domestic violence and confirm all contact information.
- Determine restitution if necessary and collect financial statements from victims
- Safety plan and provide Domestic Violence Education material.
- Document the victim's response to the incident and provide defendant treatment recommendations to the Prosecutor.
- Provide support and community resources (shelter/housing, legal, mental health, CVC, VINE) to victims.
- Explain the process of criminal prosecution to victims and witnesses
- Maintain ongoing contact with victims in order to provide information regarding the case status (pc hearings, arraignments, pretrials and sentencing).
- Explain victim's rights and options regarding the criminal case and No Contact Orders.
- Assist victims with Orders of Protection.
- Effectively document all contact with victims and witness.
- Track active cases and uses a computer database to obtain, collect and evaluate information.
- Assist the Prosecutor in preparation of trials by obtaining certified Orders, providing updates concerning victim's preferences and concerns and prepare victims/witnesses for possible testimony.
- Draft all No Contact Orders and Subpoenas
- Help victims create Victim Impact Statements for the court.
- Work closely with the Police Department, the Prosecutor, the Court, and private or non-profit services.

Per our prior discussions, I would look to amend my current contract to include these services for an additional flat monthly rate of \$800.00.



Sarah Roberts
Prosecuting Attorney



Fred Stouder, City Manager
City of Kenmore

i:\city clerk\contracts\domestic violence services.doc

**Contract No. 10-C862
Amendment No. 3**

The following sections of the contract for Prosecution Services between the City of Kenmore and the Law Office of Sarah Roberts, signed by the City on March 29, 2010, are amended as set forth below). All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Exhibit A is amended as follows:

a. The duties described in the second paragraph of Amendment No. 1 (Letter from Sarah Roberts to Fred Stouder dated March 30, 2011) attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the monthly increase mentioned at the end of the paragraph shall not apply; and

b. The Domestic Violence Victim Coordinator Services described in Amendment No. 2 attached hereto and incorporated herein are added to the scope of services of Exhibit A; provided, that the additional flat monthly rate mentioned at the end of Amendment No. 2 shall not apply.

2. Section 3 and Exhibit B are amended to read as follows:

a. Section 3.

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 1, 2013 and ending December 31, 2014, unless sooner terminated under the provisions of this Agreement. The City reserves the right to automatically renew for an additional two year period for a total of four years. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

b. Exhibit B.

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The Law Office of Sarah Roberts will be compensated at a flat fee of \$10,302.00 per month. This fee includes *all of the costs incurred in providing prosecution services outlined in "Exhibit A" (Scope of Work), handling of First Appearance Hearings as described in Amendment No. 1, and Domestic Violence Victim Coordinator Services as described in Amendment No. 2.*

DATED this 16th day of Jan., 2013.

CITY OF KENMORE:

BY:

Rob Karlinsey

Title: City Manager

CONSULTANT:

By:

Sarah Roberts

Title:

Sole Proprietor

Address:

15050 Meridian Ave N.
Shoreline, WA 98133

Attest/Authenticated:

Patty Safrin
Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

**CITY OF KENMORE CONTRACT NO. 18-C1946
AMENDMENT NO. 1**

The following section of the Consultant Services contract dated November 14, 2018, between the City of Kenmore and SkipStone, LLC is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment

The City shall pay Consultant:

____ According to the rates set forth in Exhibit B

 x A sum not to exceed \$55,000

____ Other

The Consultant shall complete and return to the City Exhibit D federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on November 8, 2018 and ending June 30, 2019 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Title: _____

Rob Karlinsey
City Manager

Address: _____

Phone No.: _____

City of Kenmore Contract No. 18-C1946

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and SkipStone, ("Consultant") whose principal office is located at 6753 2nd Avenue NW, Seattle, Washington 98117.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☐ According to the rates set forth in Exhibit "B."

☐ x A sum not to exceed \$23,000

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on November 8, 2018 and ending December 31, 2018 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

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

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

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$300,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

H. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which

funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
18120 68th Ave NE
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

SkipStone A-P Hurd
6753 2nd Avenue NW
Seattle, WA 98117

Phone No.: 857-891-1663

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT

By: 
Title: President
Date: 11/14/18

CITY OF KENMORE

By: 
Title: City Manager
Date: 11/9/18

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following: See Attached



September 20, 2018

Commercial Development Strategy Project Outline

Questions we are trying to answer:

1. What types of commercial development would be most likely to attract investment in Kenmore, and what can the City do to accelerate that investment?
2. What are the 'seed amenities' or unique advantages that can attract commercial development, and how can we cultivate these even more?
3. How do we let the right kind of developer know that we are "open for business"?
4. How could re-purposing existing buildings lead to increased supply of attractive office space?
5. How do initial projects or clusters contribute to longer-term commercial growth?
6. Are the incentives that can accelerate development or make the City more attractive to companies, or more 'sticky' for growing companies?
7. What is the role/opportunity for co-working as part of this strategy?

High Level Project Plan

Initial Contract:

Phase 1: November through December 31, 2018: Develop a map of the as-is state and define areas of opportunity.

1. Meet with City, review existing Comp Plan and strategy documents and develop detailed project plan. (20 hours)
2. Tour existing space inventory and locations of opportunity. (10 hours)
3. Meet with existing businesses and developers with current/recent local projects (e.g. Main Street, Daniels, Weidner) to understand challenges and opportunities. (20 hours)
4. Deliverable: Develop a summary document of key learnings, connections and opportunities. (25 hours)

Phase 1: 75 hours x hourly rate (\$300) = \$22,500

SkipStone • 6753 2nd Ave NW • Seattle, WA, 98117 • 857-891-1663

Preliminary Scope for Future Contract Amendment

Phase 2: January – April 2019: Develop a plan and framework for new commercial development.

1. Identify barriers to success in areas of opportunity—for instance, what are the cost barriers to re-purposing existing buildings. (25 hours)
2. Create a draft strategy around how to generate demand for (and supply of) commercial space (working with City staff) and test it with developers and business people. (25 hours)
3. Craft incentives (or eliminate barriers) that can help the plan happen. (25 hours)
4. Deliverable: Identify project opportunities, a plan to attract several cycles of capital to projects and incentives that can support the desired investments. (25 hours)

Phase 2: 100 hours x hourly rate (\$300) = \$30,000

SkipStone • 6753 2nd Ave NW • Seattle, WA, 98117 • 857-891-1663

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

\$300 per hour

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
18120 68th Ave NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

Authorized Signature (Required)

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Annie-Pierre Hurd		
2 Business name/disregarded entity name, if different from above SOD SPOT LLC dba SkipStone		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 6753 2nd Ave NW		
6 City, state, and ZIP code Seattle, WA, 98117		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number - Employer identification number 8 2 - 2 2 8 7 4 0 8		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here Signature of U.S. person ▶ _____ Date ▶ June 6, 2018		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest). 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

Subject/Topic:

For Council Meeting Agenda of: 10 December 2018

Department: Executive

Prepared by: Nancy Ousley, Assistant City Manager

Proposed Council Action/Motion:

Approve Amendment No. 6 to Contract
No. 14-CI322 with Corey Hansen for
Kenmore Business Incubator Consulting
Services

Initial & Date

Approved by Department Head: Nko 5 Dec 2018

Approved by City Attorney: _____

Approved by Finance Director: _____

Approved by City Manager: PJK

Exhibits/Attachments:

1. Proposed Amendment No. 6
2. Contract No. 14-C1322

INFORMATION/BACKGROUND:

The proposed contract amendment provides for 2-4 additional hours of consulting services to Incubator client companies each month by Corey Hansen, who has served in this role since 2014. The duration of the contract is extended to December 31, 2020.

The scope of services also anticipates that the City will offer one Business Acceleration Training series per year to local businesses, primarily funded by the Port of Seattle Economic Development. This series will be provided by Mr. Hansen.

FISCAL CONSIDERATION:

The 2019-2020 adopted Budget provides funding to cover the additional hours in this contract, and includes funding for limited on-call consulting services from another consultant to respond to client company requests.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Implement the Economic Development Plan: Attract new businesses and support existing businesses.

ATTACHMENT

1

**CITY OF KENMORE CONTRACT NO. 14-C1322
AMENDMENT NO. 6**

The following section of the Consulting Services contract dated August 7, 2014 and amended in 2014, 2016, 2017 and 2018 between the City of Kenmore and Corey Hansen is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment

The City shall pay Consultant:

☒ According to the rates set forth in Exhibit B
☐ A sum not to exceed
☐ Other:

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on August 7, 2014 and ending December 31, 2020 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: _____

Title: _____

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

City Manager

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The services will be provided at the rate of \$4830 per calendar month, with the requirement for a minimum of 24-26 hours per month spent by the Consultant on the relevant tasks in the Scope of Work. An additional maximum of \$10,000 (based on hourly rate of \$200) will compensate the Consultant for leading training sessions, individual business consultation and business selection/marketing for the Business Acceleration series funded by the Port of Seattle Economic Development Partnership Program and the City of Kenmore.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to off- site meetings requested by the City will be reimbursed by the City, subject to Consultant estimate, documentation and prior agreement. \$1000 is allocated for expenses per calendar year.

CITY OF KENMORE CONTRACT NO. 14-C1322
AMENDMENT NO. 5

The following sections of the Consulting Services contract dated August 7, 2014, between the City of Kenmore ("City") and Corey Hansen ("Consultant") is amended to read in its entirety as set forth in the attachment. All other terms and conditions of the underlying contract shall remain in full force and effect.

Exhibit A. Scope of Services

Section 13. Conflict of Interest

DATED this 22 day of MARCH, 2018.

CONSULTANT:

BY: Corey Hansen

Title: CONSULTANT

Address: 6900 NE 187TH PL #105
KENMORE WA 98028

Phone No.: 425-442-3785

CITY OF KENMORE:

BY: Rob Karlinsey

Title: City Manager

CITY OF KENMORE

Contract No. 14-C1322 - Amendment No. 5

The Kenmore Business Incubator Consulting Services Contract dated August 7, 2014, as amended in 2014, 2016 and 2017 ("Agreement"), between the City of Kenmore ("City") and Corey Hansen ("Consultant") is amended to: 1) revise Section 13, Conflict of Interest, by adding new subsections 13.A-F; and 2) revise Exhibit A, Scope of Services to be Provided by Consultant, to read as set forth below. All other terms and conditions of the underlying Agreement, as amended, shall remain in full force and effect.

1st Amendment:

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City in writing.

A. Private Business Consultation Practice. The Parties acknowledge that Consultant has other business ventures, including private business consultation services. The Consultant shall not use the Kenmore Business Incubator ("KBI") premises for meetings or any other functions relating to Consultant's private business consultation clients. If Consultant meets with individual PerPerfect Financial Inc. clients (consultant's affiliated financial management business that is also a KBI in-house client), then Consultant may meet at the KBI premises only if other KBI tenants are not disrupted by said meeting. No group meetings (four or more individuals not counting PerPerfect staff) of PerPerfect clients are allowed at KBI premises without specific written advance approval by the City. The Consultant's private business consultation website(s), e.g., Hot100Business.com and/or social media accounts shall clearly identify the City of Kenmore or Kenmore Business Incubator on any content relating to events or services funded by the City of Kenmore.

B. Private Consulting of KBI clients or Business Training Participants. Consultant shall not propose to or sign on any additional* KBI in-house or Virtual clients that currently are in the KBI program, or businesses that are currently participating in City of Kenmore-sponsored business training, for private business consultation services. Consultant agrees not to enter into any separate private business consulting arrangement with any existing KBI in-house or Virtual client within six months of such KBI in-house or Virtual client leaving the KBI program or businesses completing a Business Training series. Consultant shall immediately provide written notification to the City of Kenmore of any consulting relationship with a former KBI client or Business Training series participant. *(Consultant verbally reported to the City on February 15, 2018 that his private business consulting with Red Barn Engineering began in 2017 during the company's tenancy in the in-house Incubator program)

C. Employment with KBI clients or Business Training participants. In order to maintain equitable relationships with client companies, Consultant shall not propose or accept any offer of employment (part time or otherwise) with any company that is currently part of a City of Kenmore sponsored training group or a KBI client while said company is a part of the KBI program and for a period of two months after said company departs the KBI program or completes the Business Training series. The City acknowledges that on February 12, 2018 the Consultant informed the City of a part time employment

offer from Kris Fobes of GeneSavvy Inc., a participant in a City sponsored business training series currently underway, and provided a written statement of no conflict of interest with the acceptance of the offer, as requested by the City.

D. RE: Paragraphs B and C. In the event of extraordinary circumstances, and with a separate written request from both the Incubator or Business Training company and Consultant, the City may consider modifying the time period(s) specified in Paragraphs B and C on a one- time, individual basis. The request will be reviewed by the City Staff Lead/Assistant City Manager and a recommendation shall be forwarded to the City Manager for decision. The City Manager decision will be the final action on any such request.

E. Breakfast Meetings. Consultant shall not expect to be paid by the City for any time spent conducting weekly breakfast meetings that are attended by Consultant's private clients, even if KBI clients also attend such meetings. Consultant may request the City to consider payment for one breakfast meeting per month only after providing a sign-in sheet confirming and certifying that of the total number of businesses attending, KBI clients constituted at least 60% of the total businesses in attendance at the meeting. As reported to the City by the Consultant, the private clients attending the breakfast meetings do not pay consulting fees, but all attendees (including KBI clients) pay for the breakfast meal via quarterly "dues" of \$160 to the EVP Group, the Consultant's private business. The Consultant agrees that information provided to attendees on the quarterly meal payments will clearly identify them as meal payment reimbursement, not dues. This subsection may be reviewed during the term of this Agreement.

F. This Section 13 shall survive for an additional six months past termination or expiration of this Agreement.

2nd Amendment:

"Exhibit A, Scope of Services to be Provided by Consultant" shall be amended to add the following:

- Work with City to plan, organize and implement potential transitional options for the KBI program. The City and Consultant will work together to identify the necessary details for such services.
- The City and Consultant will explore and identify options for efficiencies in business consultation scheduling, meeting announcements, social media management and other administrative issues as needed.

**Contract No. 14-C1322
Amendment No. 4**

The following section of the Kenmore Business Incubator consulting services contract dated August 7, 2014, and amended in 2014 and 2016 between the City of Kenmore and Corey Hansen is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on August 7, 2014 and ending December 31, 2018 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 27th day of January 2017.

CITY OF KENMORE:

BY: Rob Karlinsey

Title: City Manager

CONSULTANT:

By: Corey Hansen

Title: CONSULTANT

Address: 6900 NE 187TH TC #105
KENMORE WA 98028

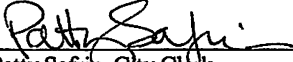
Attest/Authenticated:

Kelly Chelin
Kelly Chelin, City Clerk

Approved as to Form:

Rod Kaseguma
Rod Kaseguma, City Attorney

Attest/Authenticated:


Patty Safrin, City Clerk

Approved as to Form:


Rod Kaseguma, City Attorney

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The services will be provided at the rate of \$4180 per calendar month, with the requirement for a minimum of 22-24 hours per month spent by the Consultant on the relevant tasks in the Scope of Work. An additional maximum of \$10,000 (based on hourly rate of \$200) will compensate the Consultant for leading training sessions, individual business consultation and business selection/marketing for the Business Acceleration series (February-March 2017) funded by the Port of Seattle Economic Development Partnership Program and the City of Kenmore.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to off- site meetings requested by the City will be reimbursed by the City, subject to Consultant estimate, documentation and prior agreement. \$1000 is allocated for expenses per calendar year.

CITY OF KENMORE**Contract No. 14-C1322****Amendment No. 1**

The following section of the Kenmore Business Incubator consulting services contract dated August, 2014, between the City of Kenmore and Corey Hansen is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, State and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

x According to the rates set forth in Exhibit "B"

A sum not to exceed \$ _____

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on August 7, 2014 and ending December 31, 2016 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this 13 day of JAN, 2015.

CITY OF KENMORE:

BY: Rob Karlinsey

Rob Karlinsey

Title: City Manager

CONSULTANT:

By: Corey Hansen

Title: CONSULTANT

Address: 8707 170TH CT NE

REDMOND WA 98052

Attest/Authenticated:

Patty Safin

Patty Safin, City Clerk

Approved as to Form:

✓

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

- Provide regular check-ins and business development consultations with KBI resident and virtual companies, including arranging consultation with other mentors as appropriate
- Assist with the launch and operation of Virtual Incubator suite of services
- Meet with potential applicants and advise on client selection
- Work with the City to convene informal networking for KBI companies (once a month) Advance consultation with the City Manager's office on budget for networking events is requested.
- Advise City on companies' potential timelines for graduation
- Prepare information and assist with one-two events geared toward home based businesses or other sessions for local businesses, in consultation with the City Manager's office
- Pursue partnerships with other programs for service enhancements and/ or program funding
- Assist with developing and recommending options for future KBI business models and operations
- Assist in staffing and meeting with the Kenmore Business Incubator Advisory Group
- Participate in 2-4 briefings for the City Council per year on KBI operations and projected services, and presentations to other organizations as appropriate

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The services will be provided at the rate of \$3425 per calendar month, with the requirement for a minimum of 18-20 hours per month spent by the Consultant on the relevant tasks in the Scope of Work.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to off- site meetings requested by the City will be reimbursed by the City, subject to Consultant estimate, documentation and agreement. \$1000 is allocated for expenses per calendar year.

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation

☐ Partnership

☐ Government
Consultant

☒ Individual/Proprietor

☐ Other
(explain)

TIN No.: 71-0991983

Social Security No.: 532-62-1720

Print Name: COREY HANSEN

Title: CONSULTANT

Business Name: THE EVP GROUP

Business Address: 8707 170TH CT NE

Business Phone: 425-442-3785

8/7/2014
Date

Corey Hansen
Authorized Signature (Required)

CONTRACT FOR CONSULTANT SERVICES

Contract No. 14-C1322

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Corey Hansen, whose principal office is located at Resmow ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☒ According to the rates set forth in Exhibit "B".

☐ A sum not to exceed \$ _____

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on August 7, 2014 and ending December 31, 2014 unless

sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

A. Except as set forth in subsection 4.B below, any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. The City acknowledges that certain financial, commercial, technical and proprietary information, research or data may be submitted to Consultant by the private companies/person(s) participating in the Business Incubator program, which would not otherwise be disclosed or available to the City. If Consultant receives such information, research or data from said participants and they indicate a desire for confidentiality and nondisclosure, then such desire shall govern. Such information, research or data shall not be the property or owned by the City. Consultant shall not provide, reveal or disclose to the City the confidential financial, commercial, technical, or proprietary information, research or data provided by the private participants unless they indicate a desire for disclosure to the City. "Financial, commercial, technical and proprietary information, research or data" includes, but is not limited to, information exempt from disclosure under RCW 42.56.270, as may be amended.

C. The intent of this section is to prevent the disclosure of financial, commercial, technical and proprietary information, research or data to the extent such information, if revealed, would reasonably be expected to result in private loss to the private providers of this information. Notwithstanding Section 9 of this Agreement, the City shall not inspect, audit or review such information held by Consultant.

D. This section is not intended to negate Consultant's duties to document and report on services rendered under this Agreement; provided that Consultant submits such documentation in an aggregate form that does not permit the identification of the confidential information, research or data referenced herein.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities

of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability. The Consultant must comply with the requirements of Exhibit E.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated.

No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

8707 170TH CT NE
REDMOND WA 98052

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: 
Rob Karlinsey
Title: City Manager
Date: 8/7/14

CONSULTANT

By: 
Corey Hansen
Title: Owner
Date: 8/7/2014

ATTEST AS TO FORM:


Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

- Provide regular check-ins and business development consultations with KBI resident and virtual companies, including arranging consultation with other mentors as appropriate
- Assist with the launch of Virtual Incubator suite of services
- Meet with potential applicants and advise on client selection
- Convene informal networking for KBI companies (once a month) Advance consultation with the City Manager's office on budget for networking events is requested.
- Advise City on companies' potential timelines for graduation
- Prepare information and assist with one event geared toward home based businesses or other session for local businesses, in consultation with the City Manager's office
- Pursue partnerships with other programs for service enhancements and/ or program funding
- Assist with developing and recommending options for future KBI business models and operations
- Participate in 1-2 briefings for the City Council on KBI operations and projected services, and presentations to other organizations as appropriate

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The services will be provided at the rate of \$3000 per calendar month, with the requirement for a minimum of 18-20 hours per month spent by the Consultant on the relevant tasks in the Scope of Work.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to be reimbursed by the City, subject to Consultant estimate and agreement. \$500 is allocated for expenses through December 2014.

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

Contract No. 14-C1322
Amendment No. 2

The following section of the Kenmore Business Incubator consulting services contract dated August , 2014, between the City of Kenmore and Corey Hansen is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

 x According to the rates set forth in Exhibit "B".

_____ A sum not to exceed \$ _____

____ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

DATED this _____ day of _____, 20__.

CITY OF KENMORE:

BY: _____
Rob Karlinsey
Title: City Manager

CONSULTANT:

By: _____

Title: _____

Address: _____

Attest/Authenticated:

Patty Safrin, City Clerk

Approved as to Form:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

- Provide regular check-ins and business development consultations with KBI resident and virtual companies, including arranging consultation with other mentors as appropriate
- Assist with the launch and operation of Virtual Incubator suite of services
- Meet with potential applicants and advise on client selection
- Work with the City to convene informal networking for KBI companies (once a month) Advance consultation with the City Manager's office on budget for networking events is requested.
- Advise City on companies' potential timelines for graduation
- Prepare information and assist with one-two events geared toward home based businesses or other sessions for local businesses, in consultation with the City Manager's office
- Pursue partnerships with other programs for service enhancements and/ or program funding
- Assist with developing and recommending options for future KBI business models and operations
- Assist in staffing and meeting with the Kenmore Business Incubator Advisory Group
- Participate in 2-4 briefings for the City Council per year on KBI operations and projected services, and presentations to other organizations as appropriate
- Lead custom training series (15 hours per series), individual consultation (3 hours per business) and related selection/information meetings for businesses attending the training as specified by Port of Seattle grant contract and/or other funding.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

The services will be provided at the rate of \$3425 per calendar month, with the requirement for a minimum of 18-20 hours per month spent by the Consultant on the relevant tasks in the Scope of Work. An additional maximum of \$10,000 (based on hourly rate of \$200) will compensate the Consultant for leading training sessions, individual business consultation and business selection/marketing for the Business Acceleration series (October-November 2016) funded by the Port of Seattle Economic Development Partnership Program and the City of Kenmore.

The Consultant will provide monthly written reports to the City Manager's Office on business incubator activities, including: services provided to program participants, contacts with potential funding partners or grant opportunities; contacts with potential participants and recruitment efforts; program or mentorship development; presentations to Council, business community or other relevant organizations.

The monthly written report will include hours devoted to tasks.

Reasonable business expenses and mileage to off- site meetings requested by the City will be reimbursed by the City, subject to Consultant estimate, documentation and agreement. \$1000 is allocated for expenses per calendar year.

ATTACHMENT
1

**CITY OF KENMORE CONTRACT NO. 18-C1834
AMENDMENT NO. 1**

The following sections of the Professional Services contract dated February 22, 2018, between the City of Kenmore and Exponent, Inc. is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 1. Scope of Services: The Consultant shall furnish services including, but not limited to, the following:

Technical assistance and advice on power reliability provisions for Puget Sound Energy Franchise Agreement and Memorandum of Understanding for Performance and Reliability Reporting. Following adoption of the Franchise Agreement, review annual Reliability reports and performance items required in the Franchise Agreement and Memorandum of Understanding and provide technical assistance and advice.

Section 2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C".

The City shall pay Consultant:

☒ According to the rates set forth in Exhibit B

☐ A sum to not to exceed \$20,000 per calendar year

☐ Other: _____

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 23, 2018 and ending December 31, 2020, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: _____

Title: _____

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

City Manager

City of Kenmore Contract No. 18-C1834

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City"), and Exponent, Inc., a Delaware corporation, ("Consultant") whose principal office is located at 149 Commonwealth Drive, Menlo Park, CA 94025.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. No other warranty, express or implied, is made concerning the services performed under the Agreement, including Consultant's findings recommendations, specifications, or professional advice. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant [Check applicable method of payment]:

☒ According to the rates set forth in Exhibit "B."

☐ A sum not to exceed \$20,000

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 23, 2018 and ending December 31, 2018, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not. The Consultant shall retain all rights, title, and interest in and to its proprietary information (along with any modifications or improvements to such information), including, but not limited to the Consultant's know-how, methodologies, techniques, processes, tools, test fixtures, technologies, trade secrets, software, data, databases, algorithms, source code, computational engines, logic formulas, non-interface worksheets, macros, and other materials used by the Consultant in connection with providing its services.

5. **Independent Consultant.** The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. **Indemnification.**

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

C. The City assumes full and complete responsibility for all uses and applications of Consultant's recommendations or work under this Agreement, or failure to use recommendations or work.

D. In no event shall the Consultant, its affiliates, officers, directors, employees, agents, or stockholders be liable for any incidental or consequential damages.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

F. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property to the extent caused by the performance of the professional services hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or an equivalent form and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior notice has been given to the City.

D. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. **Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect the services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. The Consultant is not required to divulge any information that could be used to determine profit margin.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Conflict of Interest.** Based on the information the City has provided, the Consultant has performed a conflict-of-interest check for the following parties: City of Kenmore, WA and Puget Sound Energy. Using this information, the Consultant has determined that it does not currently have a conflict that would preclude it from assisting the City in this matter described in Exhibit A. The City will inform the Consultant as soon as possible if this list of parties is inaccurate or incomplete, and if other parties become involved as such matter proceeds.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Exponent, Inc.
15375 SE 30th Place
Suite 250
Bellevue, WA 98007
Phone No.: 425-519-8700
Attn: Contracts Department
legal-notices@exponent.com

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT:

BY: Walter R. Bruf
Title: Principal
Date: 02-14-2018

CITY OF KENMORE:

BY: Rob Karlinsey
Title: City Manager
Date: 2-22-18

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Technical assistance and advice on power reliability provisions for Puget Sound Energy Franchise Agreement and Memorandum of Understanding for Performance and Reliability Reporting.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

Hourly Rates:

Stig Nilsson: \$475 per hour

Walter Bak: \$375 per hour

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount \$ _____

Previous payments \$ _____

Current request \$ _____

Balance remaining \$ _____

Approved for Payment by: _____ Date: _____

Authorized Signature (Required)

EXHIBIT D

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																				
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																					
	2 Business name/disregarded entity name, if different from above																					
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>																				
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																				
	6 City, state, and ZIP code																					
	7 List account number(s) here (optional)																					
Part I Taxpayer Identification Number (TIN)																						
		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Exponent, Inc.																																																				
2 Business name/disregarded entity name, if different from above _____																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																				
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																																				
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																				
☐ Other (see instructions) ▶ _____																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		5 Address (number, street, and apt. or suite no.) See instructions. 149 Commonwealth Drive Mentlo Park, CA 94025																																																		
6 City, state, and ZIP code		Requester's name and address (optional) _____																																																		
7 List account number(s) here (optional) _____																																																				
Part I Taxpayer Identification Number (TIN)																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																				
Notes: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>			Social security number																				or										Employer identification number										7	7	-	0	2	1	8	9	0	4
Social security number																																																				
or																																																				
Employer identification number																																																				
7	7	-	0	2	1	8	9	0	4																																											
Part II Certification																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/9/18</u>																																																		
General Instructions																																																				
Section references are to the Internal Revenue Code unless otherwise noted.																																																				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																																				
Purpose of Form																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																				
• Form 1099-INT (interest earned or paid)																																																				
• Form 1099-DIV (dividends, including those from stocks or mutual funds)																																																				
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)																																																				
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)																																																				
• Form 1099-S (proceeds from real estate transactions)																																																				
• Form 1099-K (merchant card and third party network transactions)																																																				
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)																																																				
• Form 1099-C (canceled debt)																																																				
• Form 1099-A (acquisition or abandonment of secured property)																																																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																				
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Rhododendron Park Boatshed Project - Amendment to Osborn Consulting Contract #12-C1081. Proposed Council Action/Motion: Authorize Amendment No. 8 to extend Osborn Consulting on-call consulting contract #12-C1081.	For Council Meeting Agenda of: 12/10/2018 Department: Community Development Prepared by: Ann Stanton Approved by Department Head: <u>Initial & Date</u> <u>WAG GWD, 11/10/18</u> Approved by City Attorney: <u>N/A</u> Approved by Finance Director: <u>✓</u> Approved by City Manager: <u>RJK</u> Exhibits/Attachments: Contract Amendment No. 8
<u>INFORMATION/BACKGROUND:</u> This contract amendment is needed to extend the current contract through 2019 in order to complete engineering services now underway to design and bid a boat storage facility next to the Sammamish River at Rhododendron Park. The boathouse constitutes the final component of planned water access improvements for Rhododendron Park. Osborn Consulting has provided engineering and permitting services to improve water access at Rhododendron Park since 2012 through the city's on-call contract, including preliminary analysis, design and land use permitting for a structure to store hand-powered watercraft such as rowing shells. Osborn provided engineering services for the recently-completed boardwalk, path and access drive improvements.	
<u>FISCAL CONSIDERATION:</u> The 2019-2024 CIP includes project funding in the amount of \$505,000. The proposed amendment does not require a funding increase to the on-call consulting contract to complete design and bid this project in 2019.	
<u>COUNCIL GOAL/BUDGET OBJECTIVES BEING ADDRESSED:</u> 5. Advance Public Access to Water. 6 To continue to implement a Parks Improvement Plan. 9. To build community and create fun.	

**CITY OF KENMORE CONTRACT NO. 12-C1081
AMENDMENT NO. 8**

The Contract for Consultant Services, Contract No 12-C1081 between the City of Kenmore and Osborn Consulting, Inc., dated 1/29/13 (Contract) is amended as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Section 3. titled "Duration of Agreement" is amended to read as follows:

The agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2019, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this _____ day of December, 2018.

CONSULTANT: Osborn Consulting Inc.

CITY OF KENMORE:

BY: _____
Tarelle Osborn, PE

BY: _____
Rob Karlinsey

Title: Principal

Title: City Manager

Address: 1800 112th Avenue NE, Suite 220E
Bellevue, WA 98004

Phone: 425-451-4009 x 1

Subject/Topic: Amendment No. 3 to Contract No. 18-CI832 with the Johnston Group Proposed Council Action/Motion: Motion to Approve Amendment No. 3 to Contract No. 18-CI832 with the Johnston Group	For Council Meeting Agenda of: 10 December 2018 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <u>NKO 5 DEC 2018</u> Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Proposed Amendment No. 3 2. Agenda Package September 17, 2018 for Amendment 2, Contract No. 18-CI832
<u>INFORMATION/BACKGROUND:</u> The City entered into a contract with the Johnston Group in January, 2018 for consulting services related to policy issues and actions under the jurisdiction of the Sound Transit Board of Directors. Mayor David Baker was appointed to the Sound Transit Board and began his four year term in January, 2018; he serves on two Board Committees: Operations and Administration; and Auditing and Reporting. The Johnston Group is providing policy analysis and consultation to the Mayor related to his service on the Board of Directors. Sound Transit serves the urban areas of King, Pierce and Snohomish Counties. The Council budget for 2019-2020 includes funding for this contract. The proposed amendment authorizes this work to continue through December, 2020 at the current retainer amount of \$2915 per month, which includes all consultant expenses.	
<u>FISCAL CONSIDERATION:</u> The services provided under the contract are effective, given the broad range of policy and financial issues under the authority of the Sound Transit Board of Directors.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 4. Actively ensure the implementation of Sound Transit 3 Projects for SR 522.	

ATTACHMENT
1

**CITY OF KENMORE CONTRACT NO. 18-C1832
AMENDMENT NO. 3**

The following section of the Consultant contract dated February 8, 2018, between the City of Kenmore and Johnston Group is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit C.

The City shall pay Consultant:

___ According to the rates set forth in Exhibit B.

___ A sum not to exceed \$ _____

x Other: Effective May 1, 2018 through December 31, 2020, the City will pay the Consultant a monthly retainer amount of \$2915, which includes all consultant expenses.

Section 3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 16, 2018 and ending December 31, 2020 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ___ day of _____, 20__.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Rob Karlinsey

Title: _____

Title: City Manager

Address: _____

Phone No.: _____



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment No. 2 to Contract No. 18-C1832 with the Johnston Group Proposed Council Action/Motion: Motion to Approve Amendment No. 2 to Contract No. 18-C1832 with the Johnston Group	For Council Meeting Agenda of: 17 September 2018 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager Initial & Date Approved by Department Head: <u>NKO 11 Sept 2018</u> Approved by City Attorney: <u>[Signature]</u> Approved by Finance Director: <u>[Signature]</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: 1. Proposed Amendment No. 2 2. Contract No. 18-C1832 as previously amended
<u>INFORMATION/BACKGROUND:</u> The City entered into a contract with the Johnston Group in January, 2018 for consulting services related to policy issues and actions under the jurisdiction of the Sound Transit Board of Directors. Mayor David Baker was appointed to the Sound Transit Board and began his four year term in January, 2018; he serves on two Board Committees: Operations and Administration; and Auditing and Reporting. The Johnston Group is providing policy analysis and consultation to the Mayor related to his service on the Board of Directors. The consulting team has specific expertise in regional transit issues, including issues related to this subregion of the Sound Transit jurisdiction. Sound Transit serves the urban areas of King, Pierce and Snohomish Counties. The proposed amendment would authorize this work to continue through the end of this calendar year at the current retainer amount of \$2915 per month, which includes all consultant expenses. The total expenditure amount for the contract through December, 2018 (\$34,082.50) would be within the City Manager's signature authority, but the City Manager requests the Council's concurrence on the Contract Amendment. <u>FISCAL CONSIDERATION:</u> The services provided under the contract are effective, given the broad range of policy and financial issues under the authority of the Sound Transit Board of Directors. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 4. Actively ensure the implementation of Sound Transit 3 Projects for SR 522.	

VIII. C. Authorize the City Manager to Execute Amendment No. 2 to Contra...

VIII. H. Approve Amendment No. 3 to Contract 18-C1832 with the Johnston ...

**CITY OF KENMORE CONTRACT NO. 18-C1832
AMENDMENT NO. 2**

The following section of the Consultant contract dated February 8, 2018, between the City of Kenmore and Johnston Group is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit C.

The City shall pay Consultant:

____ According to the rates set forth in Exhibit B.

____ A sum not to exceed \$ _____

 x Other: Effective May 1, 2018 through December 31, 2018, the City will pay the Consultant a monthly retainer amount of \$2915, which includes all consultant expenses.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: _____

Title: _____

Address: _____

Phone No.: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey

Title: City Manager

VIII. C. Authorize the City Manager to Execute Amendment No. 2 to Contra...

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**CITY OF KENMORE CONTRACT NO. 18-C1832
AMENDMENT NO. 1**

The following section of the Consultant contract dated February 8, 2018, between the City of Kenmore and Johnston Group is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit C.

The City shall pay Consultant:

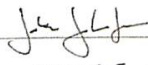
____ According to the rates set forth in Exhibit B.

____ A sum not to exceed \$ _____

x Other: \$2012.50 for work performed in April, 2018 that exceeded the maximum amount of \$8750 authorized from January 16, 2018 through April 16, 2018 in the Contract. Effective May 1, 2018 through July 30, 2018, the City will pay the Consultant a monthly retainer amount of \$2915, which includes all consultant expenses. With the concurrence of the City Council, a Contract Amendment will be executed by July 15, 2018 extending the monthly retainer payment amount through December 31, 2018.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: 

Title: PRESIDENT, JOHNSTON GROUP

Address: 2100 NW 80th St. #191
SEATTLE, WA 98117

Phone No.: 206-240-3133

CITY OF KENMORE:

BY: 

Rob Karlinsey
Title: City Manager

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City of Kenmore Contract No. 18-C1832

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Johnston Group, ("Consultant") whose principal office is located at 2400 NW 80th Street #191, Seattle, WA 98117.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☐ According to the rates set forth in Exhibit "B."

☐ A sum not to exceed \$ _____

☒ Other (describe): at a rate of \$175 per hour, which will be evaluated in relation to a Retainer arrangement of \$2915 per month by April 30, 2018. The amount for January through April 16, 2018 is not to exceed \$8750.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 16, 2018 and ending December 31, 2018 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents 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 the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

H. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and

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shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Jake Johnston, President /Scott MacColl, Vice President
Johnston Group
2400 NW 80th Street #191
Seattle, WA 98117
Phone No.: 206-240-3133

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT

By: Jake Johnston
Title: PRESIDENT, Johnston Group
Date: 2/8/18

CITY OF KENMORE

By: RK
Title: City Manager
Date: 1/31/18



VIII. C. Authorize the City Manager to Execute Amendment No. 2 to Contra...

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EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Staff / Technical Assistance to Mayor Baker and City Manager Office related to the Mayor's role as a member of the Sound Transit Board of Directors, including:

- Background Research
- Prep time ahead of meetings
- Attending meetings, including
 - ST Board Meetings
 - ST staff board prep meetings
 - ST committee meeting(s)
 - Kenmore Mayor and staff prep meetings
 - Travel/from meetings
- ST Board and staff relationship building

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EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

This Exhibit is not needed; see Page 1, Section 2

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Cell phone stipend Move to: Per Section 5.12 and Appendix B of the City's Information Technology Policy, authorize a cell phone stipend of \$50 per month for the city manager.	For Council Meeting Agenda of: December 10, 2018 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>PK</u> Attachment: Information Technology Policy
INFORMATION/BACKGROUND: On September 11, 2017, the Kenmore City Council authorized the adoption of a revised Information Technology Plan. Section 5.12 of the revised Information Technology Plan allows for employees who use a cell phone for city business to provide their personal cell phone for city business instead of using a city-issued cell phone. Section 5.12 and Appendix B of the Information Technology Policy provide for a monthly stipend for use of a personal cell phone in lieu of a city-issued cell phone. While the city manager has authority under the policy to authorize cell phone stipends for other city employees, City Council approval is needed to authorize a stipend for the city manager.	

5. INFORMATION TECHNOLOGY POLICY/PROCEDURE

This policy supersedes and replaces Administrative Policy and Directive 5 (Using the Internet During Working Hours); and Personnel Policies 8.5 (Internet) 8.6 (Email) and 8.7 (Cell Phone).

PURPOSE

To facilitate the effective and efficient conduct of City business, including encouraging and facilitating the free exchange of business-related communication, ideas and information; to ensure that the City complies with all legally-mandated requirements in order to provide appropriate and reliable information to the public and other agencies to serve the public interest; and, to outline appropriate and inappropriate uses of technology. **This policy applies to all users of the City's computer and electronic systems, including employees, elected officials, consultants, volunteers who serve in an administrative capacity, have been appointed to a city position, or exercise supervisory or delegated city authority, and members of commissions serving on behalf of Council (hereinafter collectively referred to as "users") except where a paragraph specifically identifies employees as the intended subjects or the paragraph is asterisked.* Regardless of the record holder, the City shall keep all records it is required to retain under local, state, and federal law.**

***These paragraphs refer exclusively to employees.**

The City Manager has the authority to modify this policy as he/she deems necessary for the effective and efficient conduct of City business.

POLICY

5.1 No Expectation of Privacy

By using the City's computer and other electronic systems (including but not limited to smart phone, email, internet and hosted applications), users acknowledge and agree that they have no expectation of privacy or confidentiality in their use of the systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored or transmitted during the user's incidental personal use of the computer system as permitted under this policy. All usage of, and data stored on, the City's systems is subject to inspection by the City. Users of the City's systems should assume that email and text messages and other documents created on the systems are public records and may be subject to public disclosure pursuant to the Washington Public Records Act, Chapter 42.56 RCW (the "PRA").

5.2 Enforcement of Policy

Failure to follow this policy may result in a revocation or restriction of use of the City's electronic systems and equipment and/or other disciplinary action, up to and including termination of employment, if applicable.

5.3 Ownership of Data

All City electronic communications and network equipment and services, including the messages transmitted or stored by the City, are the property of the City.

5.4 Stewardship and Shared Responsibility

- A. Stewardship of City resources is a responsibility that all users share.
- B. The City is responsible for keeping its equipment in good working order, and for establishing protocols and procedures for the use and maintenance of such equipment.
- C. All users of City-provided or City-utilized electronic devices and equipment are responsible for using technology in an effective, ethical, safe, and lawful manner. All usage should be consistent with the City's Vision and Values and used for City business, except as provided for in this policy.
- D. Responsibility and accountability for the appropriate use of City resources ultimately rests with the individual user, or with the City official or City employee who authorizes such use.
- E. When using City devices and equipment, the same rules apply whether on City property or off-site.
- F. It is the responsibility of individual users to protect personal, sensitive or confidential information and to take care not to leave information exposed to view while unattended (whether paper or electronic device).

5.5 Security and Confidentiality

- A. There is no expectation of privacy in the use of City technology tools. Internet usage on the City's devices and/or systems (including details regarding accessed content and use practices) is accessible information that may be monitored by the City and may also be subject to disclosure under the PRA.
- B. Both the individual user and the City are identified as the "sender" or "recipient" when the City's systems are used for email communications and/or Internet activities. There is no "confidentiality" with respect to the use of the City's systems and users should conduct themselves as "representatives" of the City in this regard.
- C. The City of Kenmore will take those steps it deems necessary to protect the confidentiality, integrity, security and availability of all of its critical information. Critical information is defined as information which if released could damage the City financially; put employees at risk; put facilities at risk; or could cause legal liability. Examples of critical data include: employee health information, social security numbers, credit card holder information, banking information, police crime investigation information, etc.
- D. Password Protection: Usernames and passwords are one of the most basic and critical lines of defense against unauthorized activity on the City's network and computer

equipment. A strong password helps mitigate risk against unauthorized activity and attacks, such as dictionary password and brute force password hacks. As a government agency, the City is also required to abide by applicable policies related to regional, state, and federal networks.

- E. Users will be required to change their passwords every 120 days, and new passwords must meet complexity requirements of 7 or more characters from at least 3 of the following 4 categories: upper case letter, lower case letter, numeric, and symbol (#,*,&, etc.). (Dinopass.com is a good resource for strong, easy-to-remember passwords.)
- F. Users are responsible for keeping passwords confidential and not sharing them with other users.
- G. Users may not log in as another user or use another user's password.
- H. Users are prohibited from using "loopholes" or knowledge of a special password to damage computer systems, obtain extra resources, or to gain access to systems for which proper authorization has not been granted.
- I. In order to prevent unauthorized access, City devices and computer equipment must be password protected and logged off from (computers) and/or locked (personal devices) when left unattended. Damage to or theft of City devices should be promptly reported to your supervisor and/or the Finance & Administration Department.
- J. Users should only use technology equipment and software purchased and/or licensed through the City unless written permission is obtained from Department Director and the Finance & Administration Department.
- K. If using file sharing or similar cloud services (i.e., Dropbox, OneDrive or other file transfer protocol "FTP" site), download all received files and save them to the City network so that they are discoverable in case of public records requests.
- L. Consider before uploading or sending documents whether they should be in Word format or PDF to preserve integrity of information.
- M. There is an expectation that all users of the City's technology will exercise their best judgement and discretion, in a manner consistent with City standards and this policy.
- N. USB ports on City equipment should not be used to charge personal devices. Anything plugged into City computers could give the City access to your information, as well as transfer viruses or harmful files to the City network. There are wall chargers for both iPhone and android/other devices available to borrow from the Finance and Administration Department.

5.6 Acceptable Electronic/Internet Use

- A. The City's computer systems are provided to assist users in the performance of job responsibilities, to share information, and to communicate with each other and with outside individuals and organizations on City business.
- B. There is an expectation that users will be professional and utilize common sense when accessing and using the Internet, and that users will recognize that representatives of government agencies are held to a high ethical standard.
- C. Internet use and communication outside of City business should be conducted, as a first choice and whenever possible, on a personal device rather than City computers.
- D. *The City's computer systems, including email and Internet, may be utilized by employees during breaks for occasional, incidental, limited personal use that, in the

judgment of a supervisor or department director, does not interfere with individual or department productivity or otherwise compromise the City's interests and operations or violate other City policies or general workplace standards and expectations.

- E. *Examples of acceptable use by employees include:
 - i. Accessing the Internet to learn about City-provided benefits;
 - ii. Using the Internet to investigate issues surrounding a commute;
 - iii. Using a City computer to take online job-related training courses pre-approved by supervisor or City Manager (in lieu of attending similar class off site).
 - iv. Reading news online during breaks.
- F. Users will consider bandwidth demands and potential impact on City network performance when determining appropriateness of occasional, incidental personal use (for instance, streaming internet radio).

5.7 Unacceptable Electronic/Internet Use

Usage for any activity that could adversely affect the City's image or reputation is expressly prohibited.

The following are examples, but not an exhaustive list, of unacceptable uses of the City's systems:

- A. *Employees' personal use of computer or internet outside of designated breaks, or which is otherwise excessive or interferes with productivity or City business. As noted above, first choice for personal use should be to use a personal device and only during breaks.
- B. Conducting any outside business endeavors or activities, regardless of whether such endeavors or activities are "profit" or "nonprofit" in nature.
- C. Any campaign or political activities, whether related to candidates, parties or ballot measures. Users must understand that absolutely no City resources may be used to support or defeat any political campaign, or political activities, as this is a violation of state ethics laws.
- D. Commercial activities, such as advertising or selling, whether for personal or business purposes, other than City-sponsored charitable or community-based promotions.
- E. Any use for private benefit or gain, including use of City contracts with vendors for the purchase of personal goods or services (such as office supplies).
- F. Any illegal activity, including any use of the Internet, software, or any other property or resource that infringes upon patents or violates copyright or other laws.
- G. Violation of software license agreements.
- H. Obscene, vulgar, profane, pornographic or otherwise offensive language, portrayals or displays, whether by transmission via email or by accessing nude, sexually explicit or offensive or inappropriate materials on Internet sites.
- I. Transmitting or otherwise communicating harassing, retaliatory, threatening or demeaning language, or any other expression of bias or malice toward individuals or groups.
- J. Usurping name, position or authority of another individual or misrepresenting one's own position or authority or sending anonymous messages.

- K. Use of aliases while using the Internet.
- L. Disclosure of passwords to anyone.
- M. Unauthorized access to systems or programs.
- N. Intentional disruption of the network.
- O. Downloading of software, data, and graphics without authorization.
- P. Downloading or installing non-business-related software applications or programs without authorization, such as games or screen savers that have the potential to undermine the security of City information and systems.
- Q. Accessing or disclosing Protected Health Information (PHI per HIPAA) without authorization.
- R. Deletion of electronic files unless specifically authorized in the Office of the Secretary of State Washington State Archives Local Government Common Records Retention Schedule (CORE) and authorized by the City.
- S. Fraudulent offers of services or products under City of Kenmore name.
- T. Gambling, Fantasy Sports, E-Bay or other bidding sites.
- U. Any use that would be a violation of any law, City policy or workplace standards.

5.8 E-Mail Communications

- A. Privileged Attorney-Client Communication –
Electronic mail to or from lawyers working on the City's behalf should be marked both in the subject header and in the body of the message as "Privileged Attorney-Client Communication." Communication to or from the city's lawyers for the purposes of obtaining legal advice or handling threatened or actual lawsuits is usually privileged and exempt from public disclosure. If privileged electronic communications are printed, they should be clearly marked and identifiable as privileged and filed separately from regular communications to prevent inadvertent disclosure for public records requests.
- B. The City utilizes software for spam detection, but users should be attentive to emails that have unusual or questionable subject lines to mitigate spam, phishing and script-borne viruses that come into the network through email attachments or by clicking on links that lead to hostile web sites. **Users should immediately contact the Finance & Administration Director upon encountering any suspicious email or attachments.**
- C. City business should only be conducted on a user's City-provided email account, not on personal email accounts. Users who do not follow this policy should understand that electronic records involving City business, whether created and/or stored on the user's personal equipment and/or account, nonetheless constitute "public records," and the user's personal equipment and/or account potentially becomes subject to inspection, download and/or disclosure under the PRA.
- D. When using City email, users are representing the City and should be professional and reflect the policies of the City.
- E. Management and retention of emails by individual user doesn't impact public records requests because emails and attachments are automatically archived in a separate database when received or created through the City email system.

- i. An exception to this is the receipt of files using a file transfer protocol (FTP) site. Files received via this method should be downloaded & retained per CORE retention requirements.
- F. *Employees' occasional, incidental personal use of City email that does not interfere with individual or department productivity is allowable, although first choice should be to use a personal device for personal email or messaging during breaks. An example of this would be communicating logistical details with children/spouse during breaks.

5.9 Cell Phone Usage

- A. City-owned cell phone devices are to be used primarily for City business. All City business should be transacted through the City's cloud-based service (currently Office 365), whether using a City-owned or (with authorization) personal device. Users should understand that emails, voice mail and text messages on both City cell phones and personal devices used for or relating to City business or the conduct of government or the performance of any governmental or proprietary function are subject to the PRA and Records Retention laws (and, in the case of City elected officials, the Open Public Meetings Act).
 - i. Email messages transmitted via the City's cloud-based service (whether using cell phone or City computer) are automatically captured in the City's archiving email system.
 - ii. Voice mail and text messages originating from or sent to the device are subject to disclosure through public records requests, and all non-transitory records should therefore be preserved/retained for the period of time required by retention rules. These records should be forwarded to a City email address, deleted from the phone, and retained in City email for the period of time required by records retention rules.
- B. *Personal devices may only be used by employees for City business if authorized through the City Manager or the appropriate Department Director, and shall be subject to the terms and conditions in Appendix A, "Personal Device Use Agreement."

5.10 Text Messaging

- A. Text messages are subject to the Public Records Act (PRA).
- B. The use of text messaging for City business is prohibited for most employees and generally discouraged due to the difficulty of consistently capturing messages for potential disclosure under the Public Records Act.
- C. *Only authorized employees may utilize text messaging for City business, whether on City-issued or personal devices.
- D. The use of texting by Councilmembers and authorized personnel for City business carries with it responsibility to ensure that the City and the user are protected.
- E. Each time a text message is utilized for City business or relates to the conduct of government or the performance of any governmental or proprietary function, the user must forward the text message to the City email account set up for this purpose.
- F. Users who have any question as to whether a text relates to City business or the conduct of government or any governmental function should refer the text to their Department

Head or City Clerk for review. When in doubt, users should treat the text as relating to City business or the conduct of government and forward the text pursuant to this policy.

- G. **Failure to forward business-related text messages puts the user at risk for having his/her phone confiscated by the courts in case of a lawsuit or allegation of a PRA violation.**

5.11 City-Owned Cell Phones

- A. When the City, in its discretion, determines to issue a cell phone to a City employee or Councilmember, the City shall be responsible for the purchase of the device and the monthly bill amounts.
- B. All City-issued devices are owned by the City and remain the exclusive property of the City.
- C. City-owned devices are intended primarily for business use. Limited incidental personal use is acceptable; however, it should not significantly impact work nor result in any additional expense or liability to the City. (Due to the diverse workgroups within the City, Department Directors are responsible for developing and communicating department-specific policy regarding appropriate personal use of City-owned devices by employees.)
- D. Where no other policy, contract, or agreement exists, this Policy should be followed.
- E. City-issued devices will be replaced in accordance with a schedule established by Department Directors and/or the IT Committee.
- F. If negligence results in a City-issued device being lost, destroyed, or rendered unusable for reasons other than typical "wear and tear," then the user may be responsible for replacement cost.
- G. All electronic use rules apply to City-issued devices.

5.12 *Personal Electronic Devices for Authorized Personnel and Stipend for use of Personal Device in Lieu of City-Owned Device (* 5.12 A-H for Employees Only)

- A. All users authorized to utilize their own personal devices for City business must complete a "Personal Device Use Agreement" (See Appendix A) to be submitted to the City Manager for approval.
- B. Because use of a personal device for City Business may make information on the device subject to the PRA, one express condition shall be the user's consent to the City's search of the personal device in the case of a relevant internal/external investigation, the City's response to PRA request(s), and any other legal obligation of the City.
- C. If an employee uses a personal device (with authorization), the employee is responsible for the purchase of the device and the monthly bill amounts.
- D. All devices must have a Personal Identification Number (PIN) and time-out setting to prevent unauthorized access to City information.
- E. All wireless phone devices that have the capability to connect to City data must be approved by the Finance and Administration Department prior to use. These devices

must support remote wiping of data and passwords and encryption to protect against unauthorized access to City data in case of a lost or stolen device.

- F. The City Manager may authorize the issuance of a stipend for use of personal electronic devices such as smart phones or tablets, depending upon the needs of the City and the employee's position. If stipend is authorized, in addition to "Personal Mobile Device Agreement," the employee must also complete a "Personal Mobile Device Stipend Agreement" (See Appendix B).
- G. Maximum monthly stipend amount shall not exceed the amount the City would pay for a data plan on a City-issued device. The monthly stipend amount may be changed at any time with City Council approval.
- H. This Stipend program may be terminated by the City at any time.

5.13 Public Records Act (PRA) Considerations

- A. Use of your personal mobile device for City business may make information on your device subject to the PRA. This includes all email messages, text messages and other forms of communication. To minimize (but not eliminate completely) the risk of information on your device being subject to the PRA:
 - i. All City email, contacts and calendar items should only be accessed using the Microsoft Outlook app that is available from your phone's App Store. Do not set up the default email, contact or calendar application on your phone to access City systems as it will be very difficult to differentiate between what is personal and what is work related on your device.
 - ii. The Microsoft Outlook app should only be configured to access the City email system and no other non-city personal or business accounts.
 - iii. While it is strongly recommended that you do not use your personal device for conducting any City business via text messaging (SMS, MMS or otherwise), should it be necessary (and only with prior authorization and as outlined in Text Messaging section above), the messages should be forwarded to the City's email system for retention and potential disclosure.
- B. All email messages and attachments received at City email addresses are automatically archived, with the exception of documents received through FTP sites. These documents should be downloaded, saved on the City network and retained per CORE retention requirements.
- C. As a public agency, all City business records, even if located on personal equipment or devices, are public records subject to disclosure unless a specific exemption in the PRA exempts the record from disclosure. As a result, emails and text messages, phone and text messaging logs, and all other documents related to City business or the conduct of government or the performance of any governmental or proprietary function located either on City equipment or on personal equipment or personal accounts are subject to public disclosure, if requested. Records that mix City business and personal business are nonetheless still considered public records that may be subject to disclosure. Users should not expect any right to privacy in the public records located on their city equipment or on their personal equipment.
- D. Personal records, ones that are entirely unrelated to City business or the performance of duties, located on City equipment or on personal equipment are not considered public

records and are not subject to disclosure. The City retains the discretion to determine which records do not qualify as “public records” under the PRA.

- E. No City funds may be used to purchase applications, City-approved or otherwise, on personal mobile computing devices.
- F. Except with authorization and as outlined in section titled, “Personal Electronic Devices for Authorized Personnel”, personal phones and personal computers should not be used for City business.
- G. In order to be in compliance with the PRA and Public Records Retention laws, all users bear responsibility for ensuring that:
 - i. All City-business-related phone records associated with personal phones are retained for a minimum of one year from the date the call was made or received;
 - ii. Records are locatable and will be readily accessible in the event of a public records request. Toward this end, a user may be requested to provide his or her phone to the City for purposes of identifying and downloading public records; anyone who uses his/her personal phone for City business other than use of City email through the City’s cloud-based service shall comply with any such requests.
 - iii. No City business may be conducted on private social media (tweets, blogs, web posts, etc.). City business may be conducted on a City-sponsored social media site, under the guidelines outlined in Social Media Administrative Policy.
 - iv. Records and/or messages that are transitory in function/content should be deleted from computers and other devices as soon as is practicable, provided that they are not material to the business of the City. However, if they have not been deleted and a public records request has been received, transitory messages must be retained and included in the response to the public records request. “Transitory” is specifically defined in the Office of the Secretary of State Washington State Archives Local Government Common Records Retention Schedule (CORE) but is generally understood as messages for short-term, temporary informational use.

APPENDIX A
PERSONAL DEVICE USE AGREEMENT

I, _____, do hereby acknowledge and understand the following:

1. I will promptly report lost or stolen devices to the Finance and Administration Department as soon as the loss is noticed.
2. I have reviewed the City's Information Technology Policy and Social Media Administrative Policy and understand the appropriate usage of my personal device while doing City business.
3. I will download the Microsoft Outlook app from the App Store and set up only my City email, calendar and contacts through this application.
4. I understand that using a personal device for City business may result in personal records and/or device being subject to public disclosure, and/or disclosure during litigation (see Cell Phone Usage in this policy). I will fully cooperate with the City in responding to any public records request and/or litigation obligation, including turning my phone over to the City for inspection and download, if so requested by the City.
5. I will not store any protected City of Kenmore data (SSNs, Credit Card numbers, Health information, etc.) on my personal smart device.
6. I consent to having my personal device set up with a Personal Identification Number (PIN) and time-out setting. I understand that the PIN settings will be set to 5 consecutive tries and that if this is exceeded the device will be reset to factory defaults.
7. I agree the device will be set for "remote wipe" capability if lost or stolen.
8. I understand that my personally stored data may be lost while the device is being serviced for troubleshooting.
9. Upon separation from service with the City of Kenmore, I will request the Finance and Administration Department to delete my access to the server and delete all City email and data from my personal device.

I, the undersigned, agree to the guidelines as outlined above:

Employee Name (printed)

Employee Signature Date

Office/Department

Department Director Signature and Date

Personal Device brand, model and
phone no. (if applic)

IT Technical Officer Signature and Date

**APPENDIX B
PERSONAL MOBILE DEVICE STIPEND AGREEMENT**

I, _____, do hereby acknowledge and understand:

1. I will be responsible for the purchase, maintenance, and replacement of a mobile device in lieu of a City-provided device.
2. I will establish a service contract with a provider of my choice and make all payments to the service provider. I am responsible for payment of all expenses incurred (including long distance, roaming fees, data fees, and taxes). I will accept all liability for claims, charges, or disputes with the service provider.
3. It is my responsibility to work directly with the service provider for any technical problems associated with its use.
4. Upon request, I will provide my Department Director a copy of the monthly access plan charges and business-related use.
5. I will notify my Department Director immediately of a phone number change or plan change.
6. The use of my personal cellular telephone for City business is a voluntary choice.
7. I agree to have my personal cellular telephone accessible and available at all times during my scheduled work hours and while on call or standby and other times that I may be required to be available for City business.
8. In consideration of my willingness to use my personal cellular device for official City of Kenmore matters, the City will reimburse me with a monthly payment of _____ (not to exceed \$50) per month (the "Stipend"), to be included in my regular paycheck. The Stipend is considered W-2 wages for federal income tax purposes and will be subject to all required employment and income tax withholdings.
9. The Stipend for the use of my cellular device for City business shall not be considered a right or obligation on the part of the City despite past payments, and shall not be considered an ongoing benefit to be included in my overall compensation package.
10. The City may terminate this Stipend program at any time.
11. I have fully read and agree to the terms of this agreement as presented above.

Employee Signature

Date

Name of Provider and Mobile Phone No.

Department Director Signature

Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Works & Municipal Consulting Services Move to: Authorize the City Manager to enter into an agreement for public works and municipal consulting services with MuniManage, LLC, not to exceed \$155,000.	For Council Meeting Agenda of: December 10, 2018 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">_____ <u>RJK</u></td> </tr> </table>		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	_____ <u>RJK</u>
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	_____ <u>RJK</u>										
INFORMATION/BACKGROUND: The public works director position was eliminated for the 2019-2020. For 2019, MuniManage has been retained to assist with public works department-head level duties and other services on a part-time, temporary basis. Examples of such services will include: 1) Assist with the in-house public works operations transition, including the search for and potential acquisition of a permanent public works shop and yard facility. 2) Conduct a park impact fee study and develop a proposal for new park impact fees. 3) Provide a part-time physical presence at City Hall as needed for the purposes of mentoring, guiding, training, and consulting with Public Works and other city employees. 4) Assist the City Manager or designated department in managing implementing selected capital improvement project(s), assisting with the pavement preservation plan, and assessing and improving how contracts and services are provided. 5) Assist the City with any other work assigned by the City Manager. The City plans on utilizing MuniManage for Public Works consulting services over the next year (2019) for the above services. The consultant's hourly rate will be \$165/hour; total contract amount will not exceed \$155,000. Amount budgeted in PW general consulting services line item for 2019 is \$182,500. The contract term will be January 1, 2019 to December 31, 2019. For more information about MuniManage, LLC and its principal and founder Ben Yazici, visit www.munimanage.com.											



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: King County Cities Climate Collaboration Move to: Authorize the City Manager to enter into an interlocal agreement to join and participate in the King County Cities Climate Collaboration (K4C)	For Council Meeting Agenda of: December 10, 2018 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager Initial & Date Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>PK</u> Attachments: Attachment A: K4C Interlocal Agreement Attachment B: K4C Information
INFORMATION/BACKGROUND: Earlier this year the City Council directed staff to move forward with joining the King County Cities Climate Collaboration (K4C). The City's annual membership fee would be \$1,200 per year, which is included in the adopted budget. The effective date of the City's membership will be January 1, 2019. More information about K4C is included in Attachment B to this agenda bill.	

Attachment A: K4C Interlocal Agreement

INTERLOCAL AGREEMENT FOR CLIMATE COLLABORATION

This Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW among participating **Cities of King County**, (hereinafter referred to as the "Cities"), and **King County**, (hereinafter referred to as the "County"), 201 S. Jackson, Suite 701, Seattle, WA 98104 (collectively, "the Parties") Chapter 39.34 RCW.

Whereas, we, King County and the undersigned Cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

Whereas, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

Whereas, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

Whereas, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

Whereas, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

NOW, THEREFORE, the Cities and King County mutually agree as follows:

1. Purpose and Scope of this Agreement

1.1 The purpose of this Agreement is to outline responsibilities and tasks related to the County and Cities that are voluntarily participating in the King County-Cities Climate Collaboration. The Parties will develop and coordinate on the following efforts:

- (a) Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- (b) Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- (c) Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.

(d) Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.

1.2 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual Party.

1.3 All tools, outreach materials, data, collaborative efforts, and other resources that are developed as part of this Agreement are optional for Cities and King County to adopt or utilize.

2. Organization

2.1 Each Party shall appoint one designee and an alternate to serve as its representative. Upon the effective execution of this Agreement and the appointment of designees and alternate designees for each Party, designees shall meet and choose, according to the voting provisions of this section, representatives to serve as **Chair** and **Vice Chair** to oversee and direct the activities associated with meetings including the development of the agendas, running the meeting and providing leadership.

2.2. No action or binding decision will be taken without the presence of a quorum of active designees or alternates. A quorum exists if a majority of the designees present at the meeting. Each designee shall have an equal vote, with a supermajority vote of 75% of all designees being required to approve the final scope of the collaboration program or amend the scope. Any vote to increase the amount of funding required by each Party, however, shall only be binding on those who specifically agree to such increase.

2.3 Designees shall have the authority and mandate to administer the Tasks outlined in Section 3.

2.4 Designees may approve a Request for Qualifications (RFQ) to secure a vendors or consultants needed to accomplish any Task, and shall interview one or more applicants and make an appointment provided sufficient funds are available.

2.5 Designees shall meet and report on a quarterly basis to ensure that Tasks are efficiently, effectively and responsibly delivered in the performance of this Agreement, including the allocation of resources.

2.6 Designees shall develop an initial annual work plan and budget which will be finalized within one month of approval of the Agreement by the Parties. Subsequent annual work plans will be developed and approved on or before the anniversary of the adoption of the first years' work plan in conjunction

with budget planning for consideration and adoption by the Parties' legislative bodies.

- 2.7 If direct payment in support of the annual work plan, such as for consultant services or hiring staff, can be arranged by participating Cities, this is preferred. If direct payment occurs, these funds will be accounted for towards that city's contribution. If this is not possible, funds collected from any source on behalf of the Parties shall be maintained in a special fund by the County as *ex officio* treasurer on behalf of the Collaboration. The County shall also serve as the contractual agent for the Parties in acquiring any serviced needed to complete Tasks of the Agreement.

3. Tasks

3.1 Climate Collaboration Work Plan.

Finalize the Scope of Work for this King County-Cities Collaboration consistent with this Agreement. This will take place after commencement per Section 5 of this Agreement and is funding-dependent.

3.2 Sustain the King County Cities Climate Collaboration (Budget \$10,000)

Pay necessary expenses to support expansion of the King County SWD GreenTools Roundtable program to include every other-month forums on climate-related sustainability issues. The Roundtables will be held at various venues throughout King County and topics will focus on the collaborative actions highlighted in the King County-Cities Climate Pledge: outreach, coordination, solutions, funding and resources. Speakers will include King County and City staff and other invited partners.

3.3 Hire a staff member, partial staff member, or consultant to support achieving the priorities identified in the King County-Cities Climate Pledge (Budget \$9,000-\$80,000 depending on commitments made)

- (a) The staff member will help lead implementation of the King County-Cities Climate Collaboration initiatives, including but not limited to: sustainable transportation; clean fuel vehicles; community energy retrofits; renewable energy projects; community outreach; and other topics defined and agreed upon in the final Scope of Work or annual Work Plans. Staff could develop and implement a general countywide program that supports City sustainability projects or programs. Staffing options include hiring a part- to full-time staff from King County or a participating King County City to lead the effort

- (b) Products that will be developed, to be clarified in the process of finalizing the Scope of Work, and dependent on funding, include:
1. Directory of local climate solutions related resources to include:
 - a. County technical expert pool. A list of relevant County technical experts on staff that already support city sustainability projects and programs. This could be expanded with mechanisms for cities to directly contract with County staff to support implementation of specific projects and programs.
 - b. Technical experts from all participating jurisdictions that could help support other cities' efforts, share local success stories, or potentially be contracted out to work with other cities.
 - c. Technical experts from academia, research institutions, utilities and other organizations.
 - d. List of consultants with local experience and expertise on a diverse range of climate and sustainability related functions.
 - e. Best practices and lessons learned from relevant local projects and programs.
 2. Symposium for city and County staff focused on local climate solutions.
 3. Forum for all local technical experts – a broader group than those engaged in the King County-Cities Climate Collaboration – to share information and best practices
 4. Opportunities for local governments to increase understanding and gather information on specific climate change mitigation efforts.
 5. Other products as defined and agreed upon in the process of finalizing the Scope of Work, provided they are consistent with the King County-Cities Climate Pledge and focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources.

4. Funding

4.1 The minimum required financial contribution for each King County City to participate in this Agreement is shown below. In no event shall the Cities be responsible for amounts incurred by King County in excess of what is set forth in this Agreement without an amendment according to the terms hereof.

4.2 To the extent this Agreement is renewed annually, the Parties shall update the work plan and contribute funds to King County for estimated costs, as described below, in advance of services provided. Any funds not used in any given year will be used in the execution of the following year's Work Plan or refunded, on a proportional basis based on initial contributions, within forty-five (45) days in the event of a Party's termination of this Agreement.

4.3 The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party provided the Party provides notice of termination prior to the other parties prior to the adoption of the annual work plan per Section 2.6.

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
Under 5,000	\$500	Level 1
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
5,000 - 19,999	\$700	Level 2
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Covington	17,575
	Tukwila	19,107

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
20- 39,999	\$1,200	Level 3
	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
40- 65,000	\$2,000	Level 4
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	\$2,500	Level 5
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	\$5,000	Level 6
	Seattle	608,660
King County	\$10,000	Level 7

Note: Population data from the Puget Sound Regional Council's download of 2010 census data

5. Duration

This Agreement is effective upon execution by King County and a minimum of eight King County Cities which will contribute at least \$9,000 total, after approval by the legislative body of each Party. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. and .200. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

6. Latecomers

Non-party King County cities may opt into this Agreement at any time. If cities join after an annual work is finalized, they will pay a pro-rated amount, calculated as the preceding year's annual financial contribution for that jurisdiction multiplied by the percentage of the remaining time in the year.

7. Termination

- 7.1 In addition to termination for lack of appropriation under Section 5, a Party may end its participation in this Agreement upon written notice to the other Parties prior to October 1st to be effective at the end of the calendar year. Except as set forth in 7.2, no refunds will be paid to individual Parties who terminate.
- 7.2 In the event of individual terminations that result in fewer than eight remaining City participants, this Agreement shall be deemed terminated and all funding remaining after all services, fees and costs incurred to that date are paid, shall be returned by King County to the remaining participants pro rata based on their original relative contribution amounts. Such payment shall be made within forty-five (45) days of the termination date.

8. Communications

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

King County	City of
Matt Kuharic	
King County Department of Natural Resources and Parks Director's Office	
201 South Jackson, Suite 701, Seattle, WA 98104	
Phone: 206-477-4554	Phone:
E-mail address: matt.kuharic@kingcounty.gov	Email address:

9. **Indemnification**

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties to include the officers, employees, agents and contractors of the Party, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions, torts and wrongful or illegal acts related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to this Agreement.

In no event do the Parties intend to assume any responsibility, risk or liability of any other Party or otherwise with regard to any Party's duties or regulations.

10. **Compliance with All Laws and Regulations**

The Parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

11. **Non- exclusive Program**

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action.

12. **No Third Party Rights**

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, or to form the basis for any liability on the part of any Party, or their officers, elected officials, agents and employees, to any third party.

13. **Amendments**

This Agreement may be amended, altered or clarified only the unanimous consent of the Parties represented by affirmative action of their legislative bodies.

14. Entire Agreement

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded.

15. Waiver

Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

16. RCW 39.34 Required Clauses

- a) Purpose. See Section 1 above
- b) Duration. See Section 5 above.
- c) Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d) Responsibilities of the Parties. See provisions above.
- e) Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.
- f) Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- g) Termination. See Section 7 above.

17. Counterparts

This Agreement may be executed in counterparts.

The persons signing below, who warrant they have the authority to execute this Agreement.

By: _____	By: _____
Dow Constantine	Mayor
King County Executive	City of
Date: _____	Date: _____

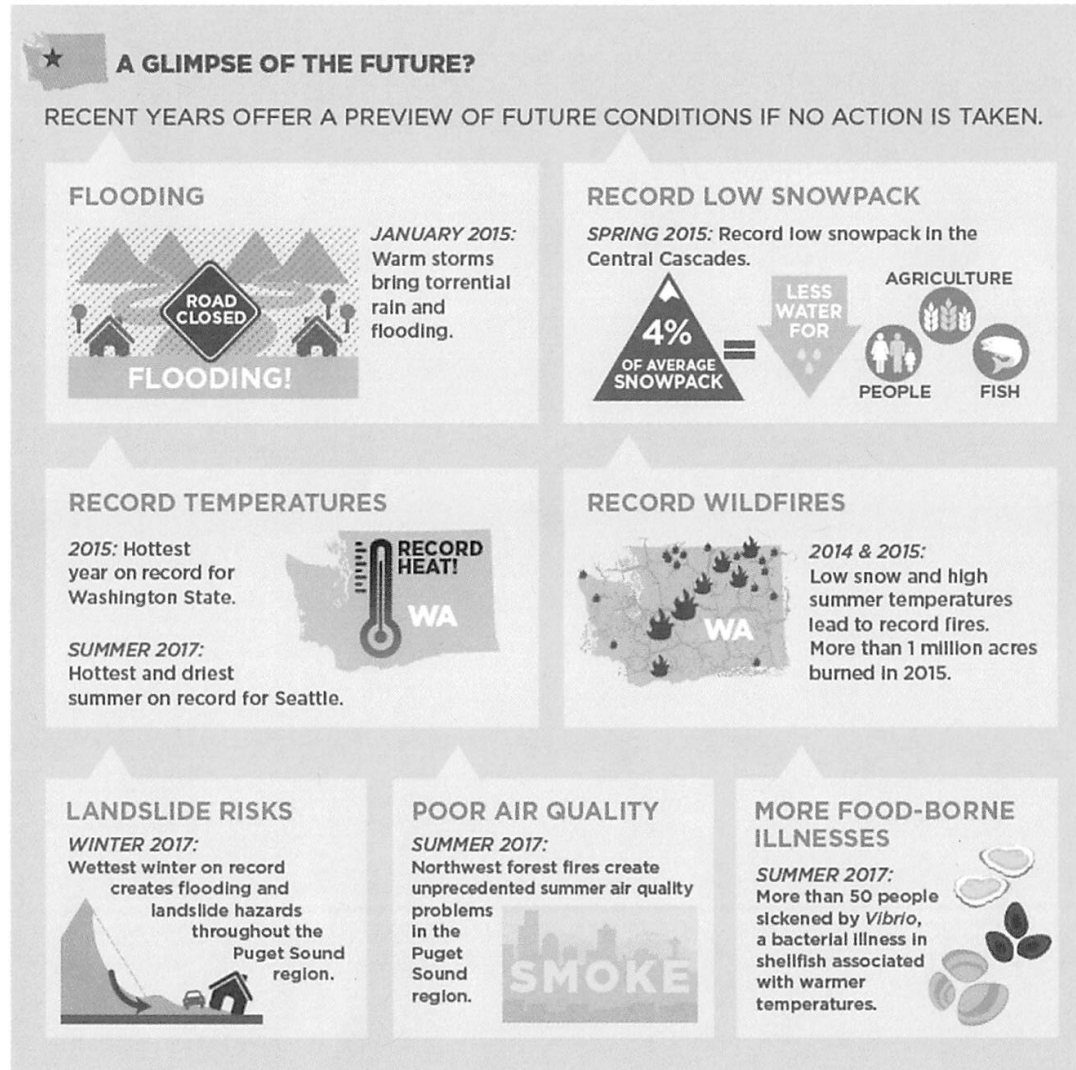
Attachment B: K4C Information



K4C Overview

June 25, 2018

*Megan Smith & Rachel Brombaugh
Office of King County Executive Dow
Constantine*





WHAT IS THE RISK FOR OUR REGION NOW AND IN THE FUTURE?

IF WE DON'T ACT NOW, THE COSTS AND CONSEQUENCES WILL GROW.

ENVIRONMENT



Increasing stress for salmon.



Impacts on forests from insects, disease and fire.



Changes in habitat important to local species.

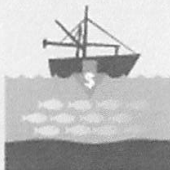


More harmful algal blooms in lakes and Puget Sound.

ECONOMY



Greater risks to homes, businesses, and infrastructure from increased coastal and river flooding.



Marine-based economies suffer as fish and shellfish diminish.



Increased summer drought stress.

HEALTH



Health impacts from heat exposure.



Changes in illnesses carried by ticks and mosquitos.



Increased risks for people with asthma and heart illness due to more summer air pollution.



Greater risk of injury and property damage from more extreme weather events.

 **WHY ACT NOW ON CLIMATE CHANGE?**
REDUCING CARBON POLLUTION AND PREPARING FOR CLIMATE IMPACTS
MAKES OUR COMMUNITIES HEALTHIER AND MORE RESILIENT.

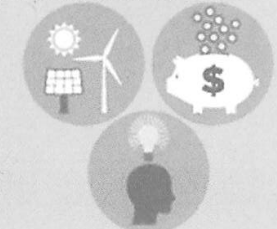
Increasing regional mobility options reduces pollution and improves quality of life.



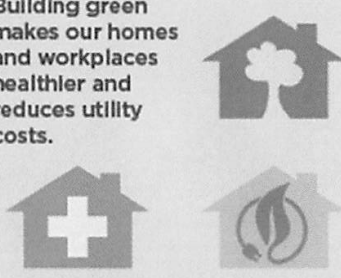
Conserving resources and reducing waste saves money now and in the future.



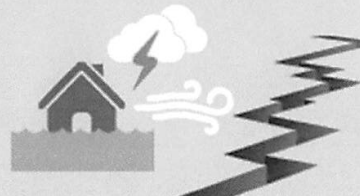
Investing in a clean energy future promotes innovation and economic benefits.



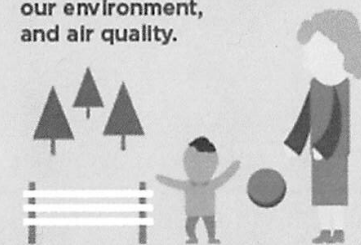
Building green makes our homes and workplaces healthier and reduces utility costs.



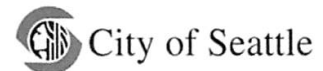
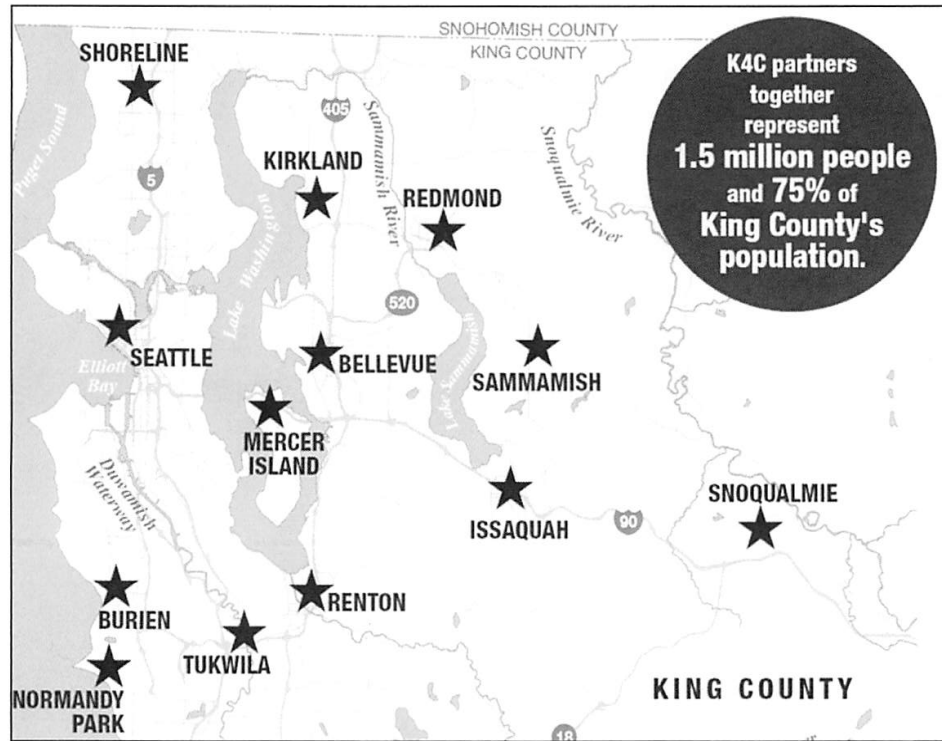
Preparing for climate change makes us more resilient to today's extreme weather events and other emergencies.



Addressing climate change has benefits for health outcomes, our environment, and air quality.



Who is the K4C?



What are the benefits of the K4C?

- Share learning and tools – be a resource
- Respond to constituents
- Ensure that our individual local actions have **regional impact**
- Speak with a collective voice for **greater influence**
- Coordinate outreach and messaging to advocate for **solutions**



Five K4C Elected Official Summits since 2014

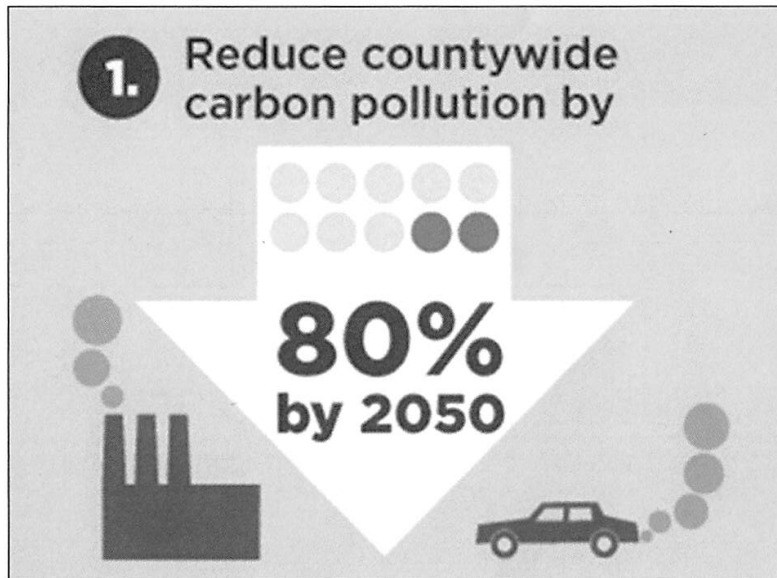


K4C Partner Staff in 2016

Shared Climate Target

2014: Growth Management Planning Council adopted countywide goal for reducing greenhouse gas emissions:

- **Long term:** 80% below 2007 emissions by 2050
- **Interim targets:** 25% by 2020; 50% by 2030



- Informed by science about what it will take to avoid the worst impacts of climate change
- Ambitious but achievable
- Supportive and consistent with city and county targets

Local Governments have influence!

- Land use and transportation planning
- Building codes
- Purchasing
- Renewable energy production
- Advocacy for federal and state policies

K4C Highlights: 2017 Shared Work and Benefits to Partners

- **Green Direct: New wind power purchase option**
- **Fund to Reduce Energy Demand: Energy efficiency loan program for cities**
- **Joint comments and testimony on energy and climate policies**
- **Technical and Policy Analysis: How to achieve 90% renewable electricity supply by 2030**
- **Technical and funding assistance to support city and county sustainability initiatives**
 - Transportation: Fleet Managers Workgroup
 - Green Building: GreenTools and Regional Code Collaboration support; Salmon Safe training
 - Community: Sustainable Cities Roundtables

K4C Workplan: 2018 Projects

- ***Clean Electricity Action Agenda***
- **Shared approach to greenhouse gas emissions measurement**
- **Green Building Training and tools for cities**
- **Communications tools: Climate Change infographics**
- **Sustainable Cities Roundtables**

Time and Financial Commitment

- Members sign on through an Interlocal Agreement
 - Outlines broad commitment to collaboration and goals
 - Defines annual financial contributions based on population
- Members can make stronger *optional* pledge to more specific Joint County-City Climate Commitments
- Staff meet 8-10 times a year. For smaller cities, this is their “green team”.
- Elected official summits are held 1-2 times a year

Contact information

Megan Smith, Director of Climate and Energy Initiatives,
King County

206-263-9605

Megan.smith@kingcounty.gov

Rachel Brombaugh, Energy Policy & Partnerships Specialist,
King County

206-263-9633

Rachel.Brombaugh@kingcounty.gov

Thank you!

ADDITIONAL SLIDES FOLLOWING

K4C Highlights: History and Charter

2012: Founding

- **Voluntary but formal** (via Interlocal Agreement) partnership between cities and King County
- Partner on **outreach, solutions and funding and resources**

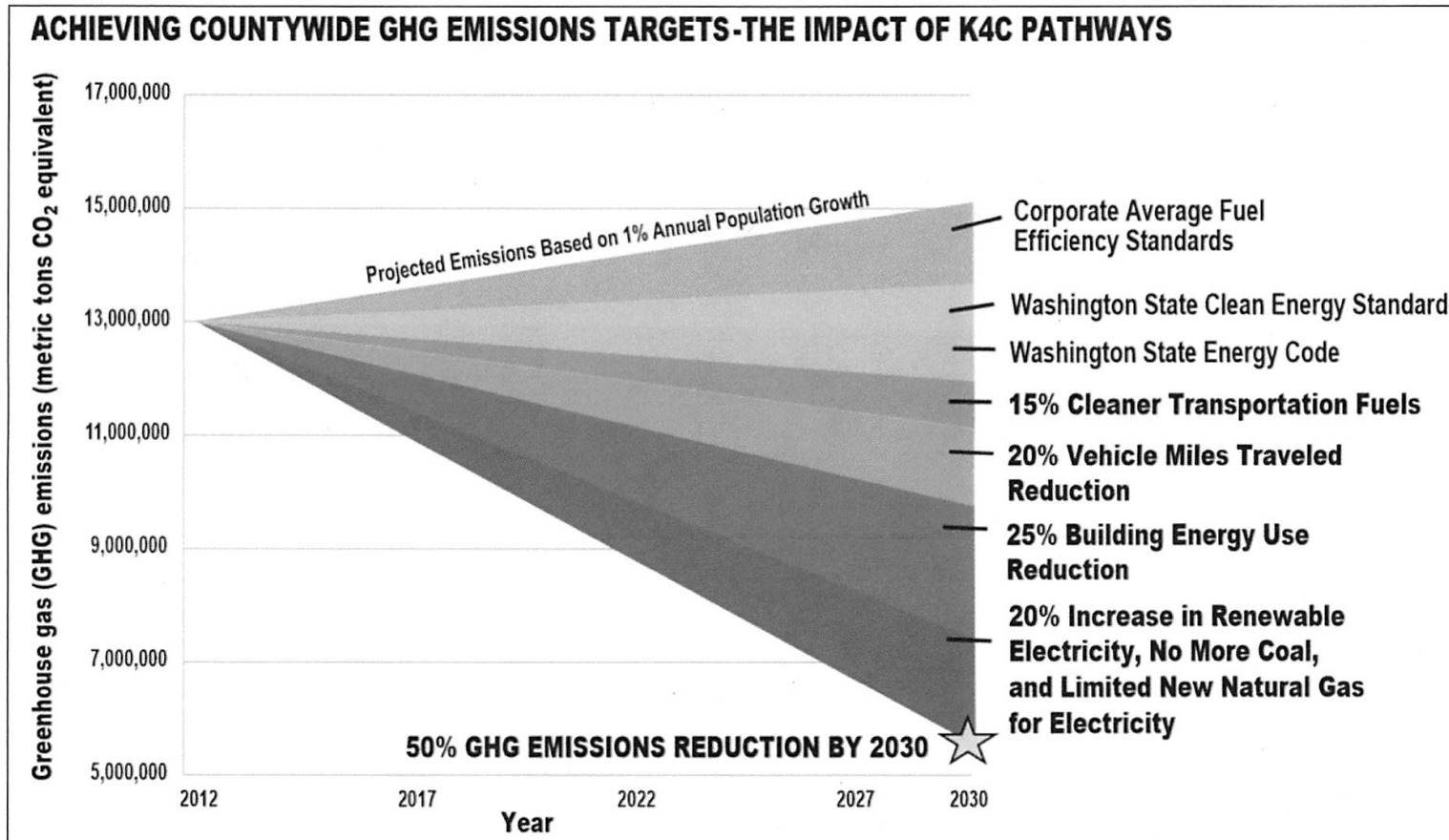
2014: Adoption of shared climate goals

- Formalized through Countywide Planning policies; 50% by 2030, 80% by 2050 v. 2007 baseline

2015: Development of Joint Commitments

- Based on pathways to cut emissions 50% by 2030
- Land use and transportation, building energy, electricity supply, forestry and agriculture

K4C Highlights: "Carbon Wedge" Analysis



K4C Joint Commitments

Climate Policy

Advocate for comprehensive federal, regional and state science-based limits and a market-based price on carbon pollution and other greenhouse gas (GHG) emissions. A portion of revenue from these policies should support local GHG reduction efforts.

Green Building and Energy Efficiency

Join the Regional Code Collaboration and work to adopt code pathways that build on the Washington State Energy Code, leading the way to “net-zero carbon” buildings through innovation in local codes, ordinances, and related partnerships.

Forests and Farming

Partner on Transfer of Development Rights (TDR) initiatives to focus development within the Urban Growth Area, reduce development pressure on rural lands, and protect our most valuable and important resource lands.

Government Operations

As practicable, reduce building and facility energy usage, costs, and GHG emissions by conducting building efficiency retrofits, implementing high-efficiency street and traffic light replacement projects, and constructing new infrastructure to at least LEED silver or equivalent green building standards.



King County-Cities Climate Collaboration

King County and fifteen partners — Bellevue, Burien, Issaquah, Kent, Kirkland, Mercer Island, Normandy Park, Port of Seattle, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie, and Tukwila — are collaborating through the King County-Cities Climate Collaboration (K4C) to coordinate and enhance the effectiveness of local government climate and sustainability action.

Through the King County-Cities Climate Collaboration (**K4C**), county and city staff are partnering on:

- **Outreach** – to develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public
- **Coordination** – to adopt consistent standards, benchmarks, strategies, and overall goals related to responding to climate change
- **Solutions** – to share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners
- **Funding and resources** – to secure grant funding and other shared resource opportunities to support climate related projects and programs

All King County cities are encouraged to join into this effort, which is supporting and enhancing projects and programs in focus areas such as green building, using and producing renewable energy, sustainability outreach and education, and alternative transportation.



Elected Officials from King County and many cities gather after a K4C Elected Official Summit

K4C Focus for 2017 & 2018

K4C has developed a [Letter of Commitment, Principles for Collaboration, and Joint County-City Climate Commitments](#) (258 KB PDF) — that will help get the region on track towards shared and ambitious climate targets adopted through the Growth Management Planning Council. Cities are now following through on these commitments. Implementing these commitments will be a key focus of the K4C for 2017 and 2018.



[Download the Letter of Commitment](#) (258 KB PDF)

K4C – Map of Current Partners (as of July 2018)



[Download the Full Resolution Map \(2 MB PDF\)](#)

For more information about the K4C:

- [K4C's Joint County-City Climate Commitments](#) (258 KB PDF) – this foundational document guides the K4C's current collaborative work
- [2017 K4C Workplan and Budget - annual report to the King County Council](#) (259 KB PDF)
- [Overview of the King County-Cities Climate Collaboration](#) (from 2014) (528 KB PDF)
- [GreenTools' Sustainable Cities Roundtable Schedule](#)
- [King County Climate Change Homepage](#)
- Video Highlights of K4C Cities Taking Action: [K4C Elected Official Summit](#), [Renton](#), [Snoqualmie](#) and [Shoreline](#) [↗](#).

K4C Updates

- 2018 K4C Elected Official Summit: Measurement of Emissions
 - [Agenda](#) (82 KB PDF)
- 2017 K4C Elected Official Summit: Walking the Talk - Sustainable Government Operations

- [Two Page Summary: Agenda and Recommendations](#) (351 KB PDF)
- 2016 K4C Elected Official Summit: Green Building and Energy Efficiency
 - [Two Page Summary of Recommendations](#) (258 KB PDF)
 - [Presentation Slides](#) (5 MB PDF)
 - [Meeting Notes](#) (542 KB PDF)
- [K4C Subcommittee Research and Recommendations – Building Commercial Energy Benchmarking Policies](#) (1 MB PDF)

K4C in the News

- August 7, 2018
[City of Kent joins the K4C](#) 
- March 4, 2017
[K4C wins Sustainability Leadership Award from Sustainable Seattle](#) 
- March 9, 2016
[King County-Cities Climate Collaboration wins national 2016 Climate Leadership Award](#)
- January 8, 2015
[King County, cities sign ambitious agreements to cut greenhouse gas emissions and confront climate change](#)

K4C Shared Comment Letters:

(note, these collaborative statements do not represent the input of all K4C partners – only partners that signed each document)

- February 21, 2018
[Executive Constantine and Mayors' comment letter to the UTC on PSE's Integrated Resource Plan](#) (258 KB PDF)
- November 21, 2017
[Executive Constantine PSE Settlement Agreement - Letter of Support](#) (46 KB PDF)
- August 2017
[Executive Constantine and Mayors' comment letter to the UTC on PSE's General Rate Case](#) (253 KB PDF)
- July 6, 2017
[Executive Constantine veto request to Governor Inslee for tax exemption for new natural gas power plants](#) (279 KB PDF)
- April 11, 2017
[Executive Constantine and Mayors' comment letter to the Utilities and Transportation Commission related to policy on Electric Vehicle charging infrastructure](#) (311 KB PDF)
- February 3, 2016
[Executive Constantine and Mayors' comment letter on Puget Sound Energy's \(PSE\) Integrated Resource Plan](#) (299 KB PDF)
- September 15, 2015
[Executive Constantine and Mayors' comment letter on the Utility and](#)

[Transportation Commission \(UTC\) investigation of Puget Sound Energy's \(PSE\) Colstrip Coal Power Plant](#) (384 KB PDF)

- December 17, 2014
[Local elected leaders welcome Governor's climate proposal](#)
- December 5, 2013
[King County and Cities Letter to the Washington State Climate Legislative and Executive Workgroup \(CLEW\)](#) (378 KB PDF)
- July 31, 2013
[Executive Constantine and Mayors' comment letter on Puget Sound Energy's long term plans and its Colstrip Coal Power Plant](#) (152 KB PDF)

K4C Co-Chairs/Contacts and How to Stay Connected

[Matt Kuharic](#), Senior Climate Change Specialist
King County Department of Natural Resources and Parks Director's Office
206-477-4554  (office)

[Nicole Sanders](#) , Climate & Long Range Senior Planner
City of Snoqualmie Planning Department
425-888-5337  ext.1143

The K4C maintains an email listserve through which periodic updates of K4C related work are provided to interested partners. To sign up to be included on this list, please email [Matt Kuharic](#)

Special thanks to former Antioch University Graduate Student Linda Lyshall. Her research helped lead to the formation of the King County-Cities Climate Collaboration.

See also: Lyshall, Linda (2011). *Collaboration and Climate Action at the Local Scale*. Doctoral Dissertation, Antioch University, Yellow Springs, OH. Retrieved from OhioLink Electronic Thesis and Dissertation Center.

Last Updated December 30, 2016

**King County-Cities Climate Collaboration
(K4C) 2018 Work Plan and Budget**

Prepared per Motion 14449

This report has been developed to provide information about the King County-Cities Climate Collaboration (K4C)¹ 2018 Work Plan and Budget, as required by King County Council Motion 14449 which states:

B. Consistent with Ordinance 17285, which authorized the Interlocal Agreement for the King County-Cities Climate Collaboration, the executive is requested to coordinate with staff of the transportation, economy and environment committee, or its successor, in developing the annual work plans and budget for the King County-Cities Climate Collaboration under the interlocal agreement. The executive is requested to submit by January 31, and every year thereafter, the King County-Cities Climate Collaboration annual work plan and budget to the council for acceptance by motion.

Background: Elected Official and K4C Partner Guidance on K4C Priorities

K4C partners have collaboratively developed a Letter of Commitment, Principles for Collaboration, and Joint County-City Climate Commitments² (K4C's Joint Commitments) - that will help get the region on track towards shared and ambitious countywide, community scale climate change and greenhouse gas reduction targets formally adopted by King County and 39 King County Cities through the Growth Management Planning Council. As of the end of 2017, the K4C's Joint Commitments have been formally endorsed by the chief elected official of thirteen of fourteen K4C partners - that together represent three quarters of the County's population. The K4C's Joint Commitments serve as the anchor and guiding document informing the work plan and activities of the K4C.

Recognizing that K4C partners cannot implement all of the K4C's Joint Commitments at once, partners are currently focusing on areas that: maximize greenhouse gas (GHG) emissions reduction potential; recognize an appropriate and strategic role for K4C; pursue untapped potential or opportunity; and/or represent an opportunity for political action or partnership among K4C partners, Washington State agencies, energy utilities, and others.

Based on alignment with the K4C's Joint Commitments, a series of six elected official summits between 2014 and 2017, and decisions at the Fall 2017 K4C staff retreat, below is a summary of 2018 K4C work plan and budget priorities. Beyond these priority focus areas, the K4C will continue to collaborate on other K4C Joint Commitment areas, for example through hosting 2018 Sustainable Cities Roundtable on climate related topics.

2018 Work Plan: K4C Joint Commitment Priorities

The K4C's 2018 Work Plan commitments focus on the following areas, organized by relevant section of the K4C's Joint Commitments:

¹ To learn more about the K4C: www.kingcounty.gov/climate/pledge

² The K4C's Joint Commitments: <https://your.kingcounty.gov/dnrp/library/dnrp-directors-office/climate/2016-K4C-LetterOfCommitments.pdf>

1. Shared Goals

- Partner to share data on countywide greenhouse gas (GHG) emissions sources and trends, including through a project led by the City of Bellevue and ICLEI-Local Governments for Sustainability to better assess the drivers and trends in local sources of community level GHG emissions.
- Partner to fund and use Scope 5, a web-based GHG emissions and sustainability metric measurement platform for K4C partners that is transparent, current, and provides consistency across agencies.

2. Energy Supply

- Continue engagement between elected officials, Puget Sound Energy, Seattle City Light, and state utility regulators to work toward a renewable energy-powered future, with accelerated coal phase-out and limitation of new natural gas-based electricity.
- Use K4C expertise to support a technical analysis of local efficiency and renewable energy potential, as part of a Clean Electricity Pathways Planning Project, including outlining and engaging with elected officials regarding what K4C partners can do to achieve that potential.
- Collaborate to extend King County's Fund to Reduce Energy Demand (FRED) program to K4C partners.

3. Transportation and Land Use

- Support increased use of alternative fuels and clean technologies in K4C partner fleet
- Explore more possibilities for people throughout the county to access the frequent transit network, expanding opportunities for travel and decreasing reliance on single occupant vehicles, including opportunities to expand alternative transit services and ridesharing.
- Pursue funding opportunities for electric vehicles and related technologies, transportation-oriented developments, and other strategies that reduce transportation emissions and single occupancy vehicle use, including a coordinated approach to Washington State's Volkswagen settlement funding opportunity.
- Support regional electric vehicle growth through policy, infrastructure, and vehicle procurement coordination.
- Engage K4C partners in fleet manager meetings to enhance information sharing and to support development of best practices for vehicle use and fleet investments across partners.

4. Green Building and Energy Efficiency

- Partner to develop and coordinate Living Building Challenge policies that support super-efficient building strategies.
- Partner through the Regional Code Collaboration on implementation of and development of ambitious energy and green building policies and codes.
- Collaborate to support development of and advocate for strong 2018 Washington state energy codes for commercial and multifamily buildings.

5. Collaboration

- **Green Building Task Force and Regional Code Collaboration:** The K4C partners with the "Green Building Task Force" (GBTF), a group led by King County's Solid Waste Division that collaborates with King County cities on research, tools and policies related to green building. The K4C also partners with a second green building collaborative effort called the

“Regional Code Collaboration”, which includes partners outside of King County, and is focused on code development for local governments to further sustainable development. The K4C will continue to partner with these groups on green building strategies, for example as it did in the April 2016 by jointly hosting a green building focused elected official summit.

- **Sustainable Cities Roundtables:** A key area of collaboration between the K4C and the GBTF is the Sustainable Cities Roundtable series. This is a monthly series of training sessions, discussions and workshops dedicated to green building and climate change policy and programming for the county and cities in King County. The K4C helps design and host roughly half of these events on topics that align with the K4C’s Joint Commitments.

2018 Work Plan: Additional Priorities:

K4C Shared Climate and Energy Policy Interests: Engage in time-sensitive climate policy discussions at the state level as they relate to the K4C’s Joint Commitments.

2018 K4C Elected Official Summits. K4C staff committed to host at least one K4C elected official event each year. As of the end of 2017, one elected official event is scheduled at for 2018 to be held on February 7th. Additional elected official events later in the year are possible. The February 2018 summit will include a session sharing infographics about climate impacts and actions in King County, and provide K4C partners an opportunity to learn more about the Million Trees initiative and new K4C tools for reporting on our sustainability and climate change progress. The meeting will also provide an opportunity to review shared progress towards K4C climate and energy commitments, discuss the results from Clean Electricity Pathways consulting work that K4C elected officials helped to scope, and to map next steps in shaping policies and actions that accelerate the transition to renewable energy.

2017 K4C Budget

The K4C Interlocal Agreement (ILA) includes a stipulation that 75% of parties must approve of budget expenditures. The K4C steering committee held a budget decision making meeting on December 7th, 2017 through which twelve of fourteen (86%) of K4C partners formally adopted a set of initial 2018 budget expenditures. These expenditures do not spend all of the K4C's shared resources and the group has agreed to consider additional spending priorities during the spring of 2018.

2018 K4C Revenues	
ILA Defined Partner Contributions	\$34,200
Related King County Contribution	\$20,000
2017 Unspent Funds	\$43,540
Total Resources Available for 2018	\$97,740
2018 K4C Approved Expenditures	
2018 Sustainable Cities Roundtable Series - Event Production Support	\$10,000
2018 Sustainable Cities Roundtable Series- To support stipends, honorariums or other financial support for local events, especially for topics and speakers related to environmental justice, climate justice and broader equity and social justice topics, themes or Roundtable participants	\$5,000
2018 Sustainable Cities Roundtable Series - to support audio/video recording or transmitting (e.g. webinars) of roundtables or trainings	\$2,000
2018 K4C Event Catering	\$1,000
K4C and K4C Partner - Climate Action Infographics	\$10,000
Scope 5 – Greenhouse Gas Measurement and Tracking Program	\$12,625
High Performance Green Building Code - City Implementation Tools	\$16,000
Total Approved 2018 Expenditures	\$56,625

Conclusion and Next Steps

The 2018 work plan and budget builds on the K4C's Joint Commitments, elected official input and engagement, and interests and direction of all K4C partners. The 2018 K4C budget was adopted by partners at the December 2017 staff budget decision making meeting. As this process moves forward, the Executive commits to continue to coordinate with the staff of the transportation, economy and environment committee, or its successor, in developing this and future annual work plans and expenditures for the K4C.

VIII. L. Approve Amendment No. 7 to Contract 15-C1409 with Gallatin Publ...

**CITY OF KENMORE CONTRACT NO. 15-C1409
AMENDMENT NO. 7**

The following section of the professional services contract dated April 15, 2015, between the City of Kenmore and Johnson, Lavey & Bell, Inc. dba Gallatin Public Affairs is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 3. Duration of Agreement

This Agreement shall be in full force and effect for a period commencing on April 15, 2015 and ending on December 31, 2020 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CONSULTANT:

BY: _____

Title: _____

Address:

920 SW 6th Ave Suite 250

Portland, OR 97204

Phone No.: (503) 220-0780

CITY OF KENMORE:

BY: _____

Rob Karlinsey

City Manager

**CITY OF KENMORE
CONTRACT FOR CONSULTANT SERVICES
Contract No. 15-C1409**

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Johnson, Lavey & Bell, Inc. dba Gallatin Public Affairs, a Washington S-Corporation, whose principal office is located at 240 2nd Ave. S, Ste. 400, Seattle, WA 98104 ("Consultant").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "B".

___ A sum not to exceed \$ _____

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on April 15, 2015 and ending December 31, 2016 unless sooner

terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability. The Consultant must comply with the requirements of Exhibit E.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

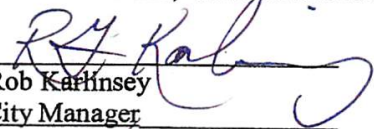
Notices to the Consultant shall be sent to the following address:

Gallatin Public Affairs
240 2nd Ave. S.
Suite 400
Seattle, WA 98104

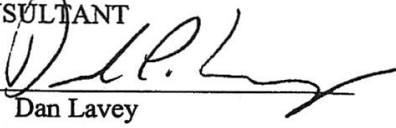
18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

By: 
Rob Karlinsey
Title: City Manager
Date: 5/5/15

CONSULTANT

By: 
Dan Lavey
Title: President
Date: 4/23/15

ATTEST AS TO FORM:


Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

Media Relations and Communications

- Work with the City to identify communication priorities and target audiences to ensure communications are focused and effective, and recommend strategies for effective messaging
- Audience development through contacts with targeted media organizations and communication recommendations to reach desired audiences
- Prepare or review media releases and feature stories at the local/regional/national/international level and engage targeted media organizations to promote story placement
- Advise the City on effective responses to the media on emerging issues and events
- Proactive media outreach including introducing issues and promoting coverage
- Website and digital media consultation as requested
- Interface with Public Information Officers or consultants from other organizations on media strategy and media releases on high profile projects
- Provide regular status reports and updates to City staff on media opportunities and identify compelling issues that can be promoted through targeted media. This includes bi-weekly meetings or conference calls with City staff.
- Prepare a monthly written activity report that details services delivered, including all media and target audience contacts, media releases and products prepared, digital media work and other activities and services provided in the prior month.

Positioning

- Identify events and coordinate speaking opportunities or other avenues for City of Kenmore officials to reach key audiences

Products

- Key messaging document
 - Serves as foundation for all external communications
- General brochure
- Business community fact sheet
- Business profiles/success stories
- Update existing assets
 - General fact sheet
 - Tourism fact sheet
 - Kenmore Business Incubator fact sheet

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

\$3,500/month retainer:

- Media Relations and Communications
- Positioning

Products:

- Key messaging document (\$5,000)
- General brochure (\$1,750)
- Business community fact sheet (\$1,000)
- Business profiles/success stories (\$3,500)
- Update existing assets
 - General fact sheet (\$1,000)
 - Tourism fact sheet (\$1,000)
 - Kenmore Business Incubator fact sheet (\$1,000)

EXHIBIT C

**City of Kenmore
Billing Invoice**

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

Subject/Topic: Amendment No. 1 to Contract No. 17-CI685 with Alcalde & Fay Government and Public Relations Consultants	For Council Meeting Agenda of: 10 December 2018 Department: Executive
Proposed Council Action/Motion: Approve Amendment No. 1 to Contract No.17-CI685 with Alcalde & Fay Government and Public Relations Consultants	Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <u>NKO 6 DEC 2018</u> Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: <u>PJK</u>
	Exhibits/Attachments: 1. Proposed Amendment No. 1 2. Contract No. 17-CI685
<u>INFORMATION/BACKGROUND:</u> The City contracts with Alcalde & Fay for government relations services for Federal issues. The proposed contract amendment extends the existing contract through December 31, 2020. The firm has represented the City of Kenmore since 2009; a new contract was approved by the Council in 2017 following a selection process. The retainer rate for the contract of \$5000 per month remains the same as first contracted in 2009.	
<u>FISCAL CONSIDERATION:</u> The 2019-2020 adopted Budget provides funding for the services provided in this contract .	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Focus on Multi Modal Transportation Safety Seek opportunities to complete a successful Lakepointe project Ensure the completion of Sound Transit projects for SR 522 Implement the Economic Development Plan	

**CITY OF KENMORE CONTRACT NO. 17-C1685
AMENDMENT NO. 1**

The following section of the consulting services contract dated May 2017, between the City of Kenmore and Alcalde & Fay Government and Public Relations Consultants is amended to read in its entirety as set forth (i.e. below or in attachment). All other terms and conditions of the underlying contract shall remain in full force and effect.

Section 3. Duration of Agreement. This Agreement will be in full force and effect for a period commencing on June 1, 2017 and ending on December 31, 2020 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

DATED this ____ day of _____, 20__.

CONSULTANT:

CITY OF KENMORE:

BY: _____

BY: _____

Title: _____

Rob Karlinsey
City Manager

Address: _____

Phone No.: _____

ATTACHMENT
2

City of Kenmore Contract No. 17-C1685

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Alcalde & Fay Government & Public Relations Consultants ("Consultant") whose principal office is located at 2111 Wilson Boulevard 8th Floor, Arlington, Virginia 22201.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☐ According to the rates set forth in Exhibit "B."

☐ A sum not to exceed \$ _____

☒ Other (describe): Monthly retainer of \$5000 and expenses not to exceed \$1200 per year. Expenses for travel outside of the Washington DC Metro Area would be additional and undertaken only at the City's request and direction.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on June 1, 2017 and ending December 31, 2018 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents 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 the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

H. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and

shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Paul Schlesinger, Partner
Alcalde & Fay
2111 Wilson Boulevard 8th Floor
Arlington, VA 22201

Phone No.: 703-841-0626

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT

CITY OF KENMORE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following: See Attached

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

EXHIBIT C

**City of Kenmore
Billing Invoice**

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

Authorized Signature (Required)

