



CARNATION CITY COUNCIL AGENDA Regular Meeting

Jim Ribail, Dustin Green, Ryan Burrell, Tim Harris, Adair Hawkins

DATE: January 3rd, 2023

TIME: 6:00 PM

JOIN ONLINE VIA ZOOM: <http://bit.ly/3BbmBBu>

Meeting ID: 983 3856 5355

Passcode: 970731

Dial by location: (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format, please email clerk@carnationwa.gov, or call (425) 333-4192

1. **CALL TO ORDER:** Councilmember Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell
3. **ROLL CALL:** City Clerk Lora Wilmes

4. **ORGANIZATIONAL MEETING:**
 - a) AB23-01 Motion: Electing a Council Chairperson who shall have the title of Mayor for 2023 and 2024
 - b) AB23-02 Motion: Electing a Council Chairperson who shall have the title of Deputy Mayor for 2023
 - c) Council Committee and Liaisons Assignments for 2023

5. **APPROVAL OF AGENDA:** Mayor and Council

6. **EXECUTIVE SESSION:** RCW 42.30.110. Executive sessions. (1) (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or

discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

7. PROCLAMATION: National Mentoring Month

8. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
 - i. Special Session: December 20th, 2022
 - ii. Regular Session: December 20th, 2022
- b) Approval of Claims for the following amount(s):
 - i. Claims Batch #1: \$54,789.02
 - ii. Claims Batch #2: \$10,226.76
- c) Approval of Payroll for the following pay period(s):
 - i. December 1st – December 15th, 2022: \$30,741.35
 - ii. December 16th - December 31st, 2022: \$28,987.69
- d) Approval of Contracts:
 - i. AB23-03 Motion: Contract with Two Brothers Landscaping
 - ii. AB23-04 Motion: Contract with RNA Cleaning Services
 - iii. AB23-05 Motion: Contract with Belanus Solutions
 - iv. AB23-06 Motion: Contract with Sharma and Associates
 - v. AB23-07 Motion: Contract with Heather Mullholland
 - vi. AB23-08 Motion: Contract with Tim Woolett

9. COUNCIL REPORTS AND REQUESTS: Council & Council Committees

10. STAFF REPORTS:

- a) External Services: City Manager Ana Cortez
- b) Internal Services: Administrative Services Manager Lora Wilmes
- c) Community Economic Development: Principal Rhonda Ender
 - i. Planning Docket Update – Planner Tim Woolett

11. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern*

12. PRESENTATIONS:

- a) Empower Youth Network – Laura Smith
 - i. Carnation Fund

13. AGENDA BILLS:

- a) AB23-09 Motion: Harvold Annexation Request
 - i. Presentation: Harvold Trust Representatives and Staff
- b) AB23-10 Ordinance: Code Addition for Compost

14. DISCUSSION ITEMS:

- a) Coffee with Council Sign-ups

15. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of January 17th, 2023
 - i. Mayor for the Day - Carnation PTSA raffle winner
- b) Tentative agenda for the Council Retreat January 21st, 2023
- c) Tentative agenda for the meeting of February 7th, 2023

16. ADJOURNMENT: Mayor



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A Motion electing a Council Chairperson who shall have the title of Mayor for 2023, per the Carnation City Council Rules of Procedure Rule 4(a) and RCW 35A.13.030.</p>	Agenda Bill No.:	AB23-01	
	Type of Action:	MOTION	
	Origin: <i>(Council/Manager)</i>	City Council Rules of Procedure, Rule 4(a)	
	Agenda Bill Author:	City Manager	
	<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Carnation City Council Rules of Procedure, Rule 4 • RCW 35A.13.030 	Date Submitted:	01/03/2022
		For Agenda of:	01/03/2023
		Expenditure Required:	N/A
Amount Budgeted:		N/A	
Appropriation Required:		N/A	
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>RCW 35A.13.030 and Rule 4(a) of the Carnation City Council Rules of Procedure require that the City Council elect from its membership on a biennial basis a Chairperson to serve as Mayor.</p>			
<p>RECOMMENDED ACTION:</p> <p>The Presiding Officer asks for nominations:</p> <p style="text-align: center;">I move to nominate Councilmember _____ for election to the position of Mayor for the year 2023. <i>(A second is not required for nominations)</i></p> <p>The Presiding Officer asks if there are any additional nominations. If so, repeat above motion. If not, the nomination period is closed, and a vote is taken for each nomination made.</p>			
<p>LEGISLATIVE HISTORY:</p>			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			
Ribail			
Harris			
Burrell			
Green			
Passed/Failed			
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

Carnation City Council Rules of Procedure – Rule 4:

ELECTION OF OFFICERS

RULE 4. The City of Carnation is governed by the provisions of Chapter 35A.13 RCW under the council-manager plan of government, and therefore must choose a chairperson and vice-chairperson periodically as provided for by state law. Procedures for electing officers are as follows:

- (a) The City Council of the city shall elect from its membership on a biennial basis a chairperson by majority vote at the organizational meeting in January as the first order of business prior to the Approval of Agenda. The chairperson shall have the title of Mayor (*See RCW 35A.13.030.*).
- (b) At the organizational meeting in January as the first order of business prior to the Approval of Agenda, the city council shall elect, by majority vote from its membership, a vice-chairperson to serve in the absence or temporary disability of the Mayor. The vice-chairperson shall have the title of Deputy Mayor (*See RCW 35A.13.035.*). The Deputy Mayor shall serve a one-year term or until his/her successor is elected.
- (c) The above elections shall be by affirmative motion. No abstentions shall be permitted in an election vote. Any abstentions shall be construed as a vote in favor a candidate.

RCW 35A.13.030

Mayor — Election — Chair to be mayor — Duties.

Biennially at the first meeting of the new council the members thereof shall choose a chair from among their number unless the chair is elected pursuant to RCW 35A.13.033. The chair of the council shall have the title of mayor and shall preside at meetings of the council. In addition to the powers conferred upon him or her as mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the council. The mayor shall be recognized as the head of the city for ceremonial purposes and by the governor for purposes of military law. He or she shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law, and enforce order.

[2009 c 549 § 3018; 1975 1st ex.s. c 155 § 2; 1967 ex.s. c 119 § 35A.13.030.]



CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A Motion electing a Council Vice-Chairperson who shall have the title of Deputy Mayor for 2023, per the Carnation City Council Rules of Procedure Rule 4(b) and RCW 35A.13.035.</p>	Agenda Bill No.:	AB23-02	
	Type of Action:	MOTION	
	Origin: <i>(Council/Manager)</i>	City Council Rules of Procedure, Rule 4(b)	
	Agenda Bill Author:	City Manager	
	<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Carnation City Council Rules of Procedure, Rule 4 (on reverse) • RCW 35A.13.035 	Date Submitted:	01/03/2023
		For Agenda of:	01/03/2023
		Expenditure Required:	N/A
Amount Budgeted:		N/A	
Appropriation Required:		N/A	
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>RCW 35A.13.035 and Rule 4(b) of the Carnation City Council Rules of Procedure require that the City Council elect from its membership on an annual basis a Vice-Chairperson to serve as Deputy Mayor.</p>			
<p>RECOMMENDED ACTION:</p> <p>The Mayor asks for nominations:</p> <p style="text-align: center;">I move to nominate Councilmember _____ for election to the position of Deputy Mayor for the year 2023. <i>(A second is not required for nominations)</i></p> <p>The Mayor asks if there are any additional nominations. If so, repeat above motion. If not, the nomination period is closed, and a vote is taken for each nomination made.</p>			
<p>LEGISLATIVE HISTORY:</p>			
ACTION TAKEN			
MOTION AS PROPOSED		MOTION AS AMENDED	
Motion made by:		Motion made by:	
Second by:		Second by:	
	YES Vote	NO Vote	
Hawkins			
Ribail			
Harris			
Burrell			
Green			
Passed/Failed			
Ordinance/Resolution No.:		Ordinance/Resolution No.:	

Carnation City Council Rules of Procedure – Rule 4:

ELECTION OF OFFICERS

RULE 4. The City of Carnation is governed by the provisions of Chapter 35A.13 RCW under the council-manager plan of government, and therefore must choose a chairperson and vice-chairperson periodically as provided for by state law. Procedures for electing officers are as follows:

- (a) The City Council of the city shall elect from its membership on a biennial basis a chairperson by majority vote at the organizational meeting in January as the first order of business prior to the Approval of Agenda. The chairperson shall have the title of Mayor (*See RCW 35A.13.030.*).
- (b) At the organizational meeting in January as the first order of business prior to the Approval of Agenda, the city council shall elect, by majority vote from its membership, a vice-chairperson to serve in the absence or temporary disability of the Mayor. The vice-chairperson shall have the title of Deputy Mayor (*See RCW 35A.13.035.*). The Deputy Mayor shall serve a one-year term or until his/her successor is elected.
- (c) The above elections shall be by affirmative motion. No abstentions shall be permitted in an election vote. Any abstentions shall be construed as a vote in favor a candidate.

RCW 35A.13.030

Mayor — Election — Chair to be mayor — Duties.

Biennially at the first meeting of the new council the members thereof shall choose a chair from among their number unless the chair is elected pursuant to RCW 35A.13.033. The chair of the council shall have the title of mayor and shall preside at meetings of the council. In addition to the powers conferred upon him or her as mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the council. The mayor shall be recognized as the head of the city for ceremonial purposes and by the governor for purposes of military law. He or she shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law, and enforce order.

[2009 c 549 § 3018; 1975 1st ex.s. c 155 § 2; 1967 ex.s. c 119 § 35A.13.030.]

CITY COUNCIL STUDY COMMITTEES FOR THE REMAINDER OF 2022

Study Committee	Chairperson	Second	Alternate
Community Development	Council of the Whole	Council of the Whole	Council of the Whole
Finance & Operations	Councilmember Tim Harris	Mayor Jim Ribail	Deputy Mayor Dustin Green
Public Health & Safety	Councilmember Adair Hawkins	Deputy Mayor Dustin Green	Councilmember Ryan Burrell
Utilities & Public Facilities	Councilmember Tim Harris	Mayor Jim Ribail	Councilmember Adair Hawkins

CITY COUNCIL LIAISONS FOR THE REMAINDER OF 2022:

Agency, Board or Committee	Primary	Secondary
American Legion	Green	Burrell
Carnation Chamber of Commerce	Ribail	Harris
Carnation-Duvall Citizen Corps Council/CERT	Green	Hawkins
Carnation Farmers Market	Green	Harris
Carnation Fourth of July Committee	Hawkins	Burrell
Empower Youth Network	Ribail	Harris
Joint Recommendations Committee (JRC)/CDBG	Harris	Ribail
Hopelink	Green	Burrell
King County Flood Control Zone District Advisory Committee	Ribail	Harris
Puget Sound Regional Council	Hawkins	Ribail
Riverview School District (<u>including REF and PTSA</u>)	Green	Burrell
Riverview School District Resilience Task Force	Ribail	Burrell
Seattle Public Utilities	Green	Hawkins
Snoqualmie Valley Governments Association	CoW	
Snoqualmie Valley Mobility Coalition	Hawkins	Burrell
Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA 7	Ribail	Harris
Sno-Valley Senior Center	Ribail	Burrell
Sno-Valley Tilth	Green	Burrell
Sound Cities Association (SCA) & Public Issues Committee (PIC)	Green	Ribail
Tolt Historical Society	Harris	Burrell

CITY COUNCIL STUDY COMMITTEES FOR YEAR 2023

Study Committee	Chairperson	Second	Alternate
Community Development	Council of the Whole	Council of the Whole	Council of the Whole
Finance & Operations			
Public Health & Safety			
Utilities & Public Facilities			

CITY COUNCIL LIAISONS FOR YEAR 2023

Agency, Board or Committee	Primary	Secondary
American Legion		
Carnation Chamber of Commerce		
Carnation-Duvall Citizen Corps Council/CERT		
Carnation Farmers Market		
Carnation Fourth of July Committee		
Empower Youth Network		
Joint Recommendations Committee (JRC)/CDBG		
Hopelink		
King County Flood Control Zone District Advisory Committee		
Puget Sound Regional Council		
Riverview School District <u>(including REF and PTSA)</u>		
Riverview School District Resilience Task Force		
Seattle Public Utilities		
Snoqualmie Valley Governments Association		
Snoqualmie Valley Mobility Coalition		
Snoqualmie Watershed Forum/King Conservation District (KCD)/WRIA 7		
Sno-Valley Senior Center		
Sno-Valley Tilth		
Sound Cities Association (SCA) & Public Issues Committee (PIC)		
Tolt Historical Society		

CITY OF CARNATION



OFFICIAL PROCLAMATION

Whereas, January 2023 will mark the 21st anniversary of National Mentoring Month, an annual campaign to focus attention on the need for mentors, as well as how each of us can work together to increase the number of mentors to help ensure positive outcomes for our young people, and

Whereas, the **City of Carnation** honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and

Whereas, mentoring programs like **Youth Success! Mentoring a program of Empower Youth Network** makes our communities and our state stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks; and

Whereas, post the COVID-19 pandemic, mentoring programs have stepped up to fill gaps for young people and families, connecting them with resources and ensuring that mentoring relationships continue; and

Whereas, mentoring plays a pivotal role in career exploration and supports workplace skills by helping young people set career goals, equipping mentors with the skills needed to support the professional growth of young people, and drives positive outcomes for young people and businesses; and

Whereas, quality mentoring promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of a young person and their relationships with other adults; and

Whereas, students who meet regularly with their mentors are more than 52 percent less likely than their peers to skip a day of school and youth who face an opportunity gap but have a mentor are 55 percent more likely to be enrolled in college than those who did not have a mentor; and

Whereas, youth who meet regularly with their mentors are 46 percent less likely than their peers to start using drugs and 27 percent less likely to start drinking; and

Whereas, National Mentoring Month is the time of year to celebrate, elevate, and encourage mentoring across our state and recruit caring adult mentors in the **City of Carnation**.

Now, Therefore, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim

January 2023 as *National Mentoring
Month*

in the City of Carnation.

Approved this 3rd day of January 2023

Mayor



CARNATION CITY COUNCIL AGENDA Special Meeting Minutes 12.20.22

Mayor Jim Ribail, Deputy Mayor Dustin Green, Ryan Burrell, Tim Harris, Adair Hawkins

- 1. CALL TO ORDER:** Mayor Jim Ribail
5:30pm
- 2. EXECUTIVE SESSION: RCW 42.30.110(i)**
To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.
Present: Mayor Ribail, Deputy Mayor Green, Councilmember Burrell, Councilmember Harris, Councilmember Hawkins, City Manager Cortez, Chief Financial Officer Sharma, City Attorney Thom Graafstra J.D. Executive session to adjourn at 5:50pm. Was extended for 10 for minutes and to adjourn at 6pm.
- 3. Executive session adjourned at 6 PM. No action was taken.**

Approved at the regular meeting of the Carnation City Council on _____, 2023.

MAYOR, JIM RIBAIL

CITY CLERK, LORA WILMES



CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 12.20.22

Mayor Jim Ribail, Deputy Mayor Dustin Green, Ryan Burrell, Tim Harris, Adair Hawkins

1. CALL TO ORDER: Mayor Jim Ribail
6:01pm

2. PLEDGE OF ALLEGIANCE: Mayor Jim Ribail

3. ROLL CALL: City Clerk Lora Wilmes
Mayor Ribail, Deputy Mayor Green, Councilmember Burrell, Councilmember Harris,
Councilmember Hawkins

4. APPROVAL OF AGENDA: Mayor and Council
MOTION BY COUNCILMEMBER HARRIS SECOND BY COUNCILMEMBER HAWKINS
AGENDA APPROVED AS PRESENTED (5-0)

5. EXECUTIVE SESSION: NONE

6. CONSENT AGENDA:

- a) Approval of Minutes for the following dates:
 - i. Regular Meeting:12/06/22
- b) Claims - Approval of Claims
 - i. Batch #1: \$154,112.13

MOTIONED BY COUNCILMEMBER HARRIS SECOND BY COUNCILMEMBER BURRELL. DEPUTY MAYOR GREEN MADE A CORRECTION TO THE MEETING MINUTES UNDER DEPUTY MAYOR GREEN COUNCIL REPORT. THE SOUND CITIES ASSOCIATION DUES ARE ANNUAL NOT MONTHLY. CONSENT AGENDA APPROVED AS AMENDED (5-0)

7. APPROVAL OF CLAIMS:

a) Claims- Batch #2: \$49,571.00
CITY MANAGER CORTEZ ASKED TO MAKE A CORRECTION TO THE AMOUNT OF \$46,230. MOTIONED BY COUNCILMEMBER HARRIS SECOND BY COUNCILMEMBER HAWKINS TO APPROVE CLAIMS AS AMENDED. MOTION PASSED (5-0)

8. PUBLIC COMMENT & REQUESTS:

Public comment on meeting items or other issues of note or concern.

9. PRESENTATIONS: (ALL PRESENTATIONS CAN BE FOUND ON OUR WEBSITE)

- a) Senior Center – Lisa Yeager i. Carnation Fund
- b) Carnation Farmer’s Market
 - i. Who is the Carnation Farmers Market?
 - ii. Feasibility of Operations at Tolt Commons

10. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of January 3, 2023
- b) Tentative agenda for the meeting of January 17, 2023

11. ADJOURNMENT: Mayor Jim Ribail

7:02pm

Approved at the regular meeting of the Carnation City Council on _____, 2023.

MAYOR, JIM RIBAIL

CITY CLERK, LORA WILMES

Today's Date: 12.19.22

Batch #1

F&O Date:

Council Date: 1.3.23

PAID CLAIMS	INVOICE AMOUNT	TIM CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
-------------	----------------	--------	---------	------------	------------	--------	---------------

PAID CLAIMS TOTAL		0					
CLAIMANT	INVOICE AMOUNT	TIM CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
Tolt Congressional United Church of Christ	\$4,000.00					1	
LDC- Carnation housing action plan	\$2,153.20	\$2,153.20				2	
Mountain Mist	\$13.29					3	
Springbrook- LATE	\$12,460.40					4	
Springbrook- Current Subscription- ALREADY PAID	\$0.00					5	
Vision- LATE (Invoice in springbrook 11.6.22)	\$0.00					6	
Vision- LATE	\$3,587.10					7	
Puget Sound Energy- City of Carnation- 300000001242	\$1,938.42					8	
Seattle & King County Dept of Public Health- Landfill	\$0.00					9	
Springbrook user subscription	\$604.91					10	
Davidson-Macri Sweeping, Route 1	\$301.83					11	
Davidson-Macri Sweeping, Route 2	\$301.83					12	
Davidson-Macri Sweeping, Route 3	\$268.29					13	
HNTB- Municipal Engineering	\$260.00					14	
HNTB- Land Use Engineering	\$26,485.25	\$26,485.25				15	
HNTB- Booster Station	\$2,246.25					16	
HNTB- 24th st WM replacement	\$168.25					17	
CLAIMANT TOTAL	\$54,789.02						
Interfund	INVOICE AMOUNT	TIM CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
						INT-1	
INTERFUND TOTAL	\$0.00						

DATE 11/29/2022 GRAND TOTAL	\$54,789.02
-----------------------------	-------------

ANA CORTEZ

JIM RIBAIL

TIM HARRIS

APPROVED:	
SPRINGBROOK	
CHECKS ISSUED	
CHECKS MAILED	
COUNTIL MEETING	

Today's Date: 12.20.22

Batch #2

F&O Date:

Council Date: 1.3.23

PAID CLAIMS	INVOICE AMOUNT	TIM CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
-------------	----------------	--------	---------	------------	------------	--------	---------------

PAID CLAIMS TOTAL **0**

CLAIMANT	INVOICE AMOUNT	TIM CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
Puget Sound Energy- Springs Well	\$365.29					1	
Puget Sound Energy- Well	\$258.46					2	
Puget Sound Energy- Generator	\$324.26					3	
Puget Sound Energy- Yellow Park	\$20.42					4	
Puget Sound Energy- Maintenance Shop	\$462.51					5	
Puget Sound Energy- Tolt Commons	\$48.30					6	
Puget Sound Energy- City Hall	\$35.09					7	
Puget Sound Energy- Triangle	\$1,122.68					8	
Great American Financial Services	\$594.27					9	
Sharp	\$250.01					10	
Ricardo Noguera	\$3,600.00					11	
Lynn Moberly	\$350.00					12	
Daniel Enciso	\$150.00					13	
Sound Cities Association	\$1,556.62					14	
Utility Reimbursements- Trace Croshaw	\$270.99					15	
Utility Reimbursements- Jonathon McClay	\$318.35					16	
AED Brands	\$150.01					17	
United Site Services	\$349.50					18	
CLAIMANT TOTAL	\$10,226.76						
Interfund	INVOICE AMOUNT	TIM CR	LORA CR	BRANDON CR	NON INCOME	NUMBER	PROJECT NOTES
						INT-1	
INTERFUND TOTAL	\$0.00						

DATE 11/29/2022 GRAND TOTAL **\$10,226.76**

ANA CORTEZ

JIM RIBAIL

TIM HARRIS

APPROVED:	
SPRINGBROOK	12.20.22 HM
CHECKS ISSUED	
CHECKS MAILED	
COUNTIL MEETING	



PERIOD: December 1- 15

I, Ashlyn Farnworth, Assistant to the City Manager for the City of Carnation, do hereby attest that payroll deposits for the period above have been made through ADP. I have worked with ADP to reflect accurate information to the best of my ability. Any payroll adjustments made outside the two normal payroll periods are indicated below.

Total Amount: \$30,741.30

Adjustments:

1. Ashlyn Farnworth – This employee is receiving an additional \$664.60 as a refund for Deferred Compensation payments that she made to DRS. However, DRS has requested for the funds to be refunded until she is fully set up in the system.
2. Stacy Starns – This employee is receiving an additional; \$175 as a reimbursement for an excessive payment in a previous payroll period.

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez
City Manager

Payroll Details

Hours and Earnings				Taxes		Deductions		Employer		
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
Pay Frequency: Semimonthly										
Employee: Buelna, Rebecca				SSN: xxx-xx-7703						
Regular	86.50	34.2900	2,966.09	FED FIT	201.77	DRS PRE TAX	235.39	2,387.43	FED SOCSEC-ER	194.60
Sick	1.50	34.2900	51.44	FED SOCSEC	194.59	SEP 22 %			FED MEDCARE-ER	45.51
Longevity Bonus	0.00		121.11	FED	45.51	Union Amount \$	38.58		WA WC-ER	80.34
	88.00		3,138.64	MEDCARE			273.97		EMPLOYER DRS	321.71
				WA ML	4.13				10.25%	
				WA FL	9.66					642.16
				WA WC	21.58					
					477.24					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXXXX7097 \$2,387.43										
Employee: Burrell, Ryan				SSN: xxx-xx-9195						
Regular	86.67		300.00	FED SOCSEC	18.60			276.13	FED SOCSEC-ER	18.60
	86.67		300.00	FED	4.35				FED MEDCARE-ER	4.35
				MEDCARE						22.95
				WA FL	0.92					
					23.87					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX5722 \$276.13										
Employee: Cortez, Ana				SSN: xxx-xx-8673						
Regular	88.00		6,406.25	FED FIT	713.55	414(h) plan %	960.93	4,191.58	FED SOCSEC-ER	397.19
	88.00		6,406.25	FED SOCSEC	397.19		960.93		FED MEDCARE-ER	92.89
				FED	92.90				WA WC-ER	81.73
				MEDCARE					EMPLOYER DRS	656.64
				WA ML	8.42				10.25%	
				WA FL	19.72					1,228.45
				WA WC	21.96					
					1,253.74					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX6534 \$4,191.58										
Employee: Farnworth, Ashlyn				SSN: xxx-xx-3269						
Regular	88.00		2,666.66	FED FIT	358.26	DRS PRE TAX	166.56	2,348.44	FED SOCSEC-ER	206.54
Extra Pay	0.00		664.60	FED SOCSEC	206.54	SEP 22 %			FED MEDCARE-ER	48.30
	88.00		3,331.26	FED	48.31	DCP PRE TAX %	166.56		WA SUI-ER	6.66
				MEDCARE			333.12		WA WC-ER	81.73
				WA ML	4.38				EMPLOYER DRS	341.45
				WA FL	10.25				10.25%	
				WA WC	21.96					684.68
					649.70					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXXXX4635 \$2,348.44										
Employee: Green, Dustin				SSN: xxx-xx-7740						
Regular	86.67		350.00	FED SOCSEC	21.70			322.15	FED SOCSEC-ER	21.70
	86.67		350.00	FED	5.07				FED MEDCARE-ER	5.08
				MEDCARE						26.78
				WA FL	1.08					

Company: City Of Carnation
 Check date: 12/19/2022 - Payroll 1
 Pay Period: 12/01/2022 to: 12/15/2022

1 of 4
 Run Number: 0065

Date Printed: 12/16/2022 17:02
 27220875 - KT/9W8

Payroll Details

Hours and Earnings				Taxes		Deductions		Employer		
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
27.85										
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXXXXXX1772 \$322.15										
Employee: Grier, Chandra				SSN: xxx-xx-8432						
Regular	8.00	27.9700	223.76	FED SOCSEC	13.87	DRS PRE TAX	14.23	157.96	FED SOCSEC-ER	13.87
	8.00		223.76	FED	3.25	SEP 22 %			FED MEDCARE-ER	3.24
				MEDCARE		Union	31.47		FED FUTA	1.34
				WA ML	0.29		45.70		WA SUI-ER	0.45
				WA FL	0.69				WA WC-ER	7.43
				WA WC	2.00				EMPLOYER DRS	22.93
					20.10				10.25%	49.26
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX8572 \$157.96										
Employee: Harris, Timothy				SSN: xxx-xx-4302						
Regular	86.67		300.00	FED SOCSEC	18.60			276.13	FED SOCSEC-ER	18.60
	86.67		300.00	FED	4.35				FED MEDCARE-ER	4.35
				MEDCARE						22.95
				WA FL	0.92					
					23.87					
Check Date: 12/19/2022 / Check / Check No: 50023 \$276.13										
Employee: Hawkins, Adair				SSN: xxx-xx-5067						
Regular	86.67		300.00	FED SOCSEC	18.60			276.13	FED SOCSEC-ER	18.60
	86.67		300.00	FED	4.35				FED MEDCARE-ER	4.35
				MEDCARE						22.95
				WA FL	0.92					
					23.87					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX8217 \$276.13										
Employee: Maurer, Elizabeth				SSN: xxx-xx-8003						
Regular	83.50	29.0900	2,429.02	FED FIT	149.59	DRS PRE TAX	162.81	1,986.88	FED SOCSEC-ER	158.72
Vacation	0.50	29.0900	14.55	FED SOCSEC	158.72	SEP 22 %			FED MEDCARE-ER	37.12
Sick	4.00	29.0900	116.36	FED	37.12	Union Amount \$	32.73		WA WC-ER	77.55
	88.00		2,559.93	MEDCARE			195.54		EMPLOYER DRS	262.39
				WA ML	3.37				10.25%	535.78
				WA FL	7.88					
				WA WC	20.83					
					377.51					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXX4184 \$1,986.88										
Employee: Mueller, Carl				SSN: xxx-xx-4204						
Sick	88.00	32.4600	2,856.48	FED FIT	187.96	DRS PRE TAX	189.37	2,347.86	FED SOCSEC-ER	184.61
Longevity Bonus	0.00		121.11	FED SOCSEC	184.61	SEP 22 %			FED MEDCARE-ER	43.18
Cell	0.00		25.00	FED	43.18	Union	36.52		EMPLOYER DRS	305.20
	88.00		3,002.59	MEDCARE			225.89		10.25%	532.99
				WA ML	3.92					
				WA FL	9.17					

Company: City Of Carnation
 Check date: 12/19/2022 - Payroll 1
 Pay Period: 12/01/2022 to: 12/15/2022

2 of 4
 Run Number: 0065

Date Printed: 12/16/2022 17:02
 27220875 - KT/9W8

Payroll Details

Hours and Earnings				Taxes		Deductions		Employer		
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
428.84										
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXXXX4820 \$2,347.86										
Employee: Rao, Siddharth				SSN: xxx-xx-6004						
Regular	36.74	20.0000	734.80	FED FIT	51.52			639.67	FED SOCSEC-ER	45.56
Cell	0.00		25.00	FED SOCSEC	45.55				FED MEDCARE-ER	10.65
	36.74		759.80	FED	10.66				FED FUTA	4.41
				MEDCARE					WA SUI-ER	1.47
				WA ML	0.97				WA WC-ER	34.12
				WA FL	2.26					96.21
				WA WC	9.17					
					120.13					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXX6239 \$639.67										
Employee: Ribail, Jim				SSN: xxx-xx-7574						
Regular	86.67		400.00	FED FIT	20.00			348.17	FED SOCSEC-ER	24.80
	86.67		400.00	FED SOCSEC	24.80				FED MEDCARE-ER	5.80
				FED	5.80				FED FUTA	2.40
				MEDCARE						33.00
				WA FL	1.23					
					51.83					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX4509 \$348.17										
Employee: Schmidt, Kailyn				SSN: xxx-xx-1496						
Regular	16.00	27.9700	447.52	FED FIT	29.60	DRS PRE TAX	25.38	390.51	FED SOCSEC-ER	31.48
Cell	0.00		25.00	FED SOCSEC	31.48	SEP 22 %			FED MEDCARE-ER	7.36
On call	22.50	2.6750	60.19	FED	7.36	DCP PRE TAX %	5.07		WA SUI-ER	1.02
	38.50		532.71	MEDCARE		Union	31.47		WA WC-ER	35.76
				WA ML	0.67		61.92		EMPLOYER DRS	52.04
				WA FL	1.56				10.25%	
				WA WC	9.61					127.66
					80.28					
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXX8934 \$292.88										
Check Date: 12/19/2022 / Direct Deposit / Savings / Account No: XXXXXX0193 \$97.63										
Employee: SHARMA, NITISH				SSN: xxx-xx-3532						
1099	0.00		2,750.00					2,750.00		
Compensation	0.00		2,750.00							
Check Date: 12/19/2022 / Check / Check No: 50024 \$2,750.00										
Employee: Starns, Stacy				SSN: xxx-xx-2498						
Sick	88.00	27.9700	2,461.36	FED FIT	150.12	DRS PRE TAX	167.67	1,898.83	FED SOCSEC-ER	163.45
Extra Pay	0.00		175.00	FED SOCSEC	163.46	SEP 22 %			FED MEDCARE-ER	38.23
	88.00		2,636.36	FED	38.23	DCP PRE TAX \$	175.00		WA SUI-ER	5.27
				MEDCARE		Union Amount \$	31.47		EMPLOYER DRS	270.22
				WA ML	3.47		374.14		10.25%	
				WA FL	8.11					477.17

Company: City Of Carnation
 Check date: 12/19/2022 - Payroll 1
 Pay Period: 12/01/2022 to: 12/15/2022

3 of 4
 Run Number: 0065

Date Printed: 12/16/2022 17:02
 27220875 - KT/9W8

Payroll Details

Hours and Earnings				Taxes		Deductions		Net Pay	Employer	
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
363.39										
Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX4322 \$1,898.83										
Employee: WILMES, Lora			SSN: xxx-xx-4808							
Regular	88.00		3,750.00	FED FIT	280.88	DRS PRE TAX	187.50	2,956.31	FED SOCSEC-ER	232.50
	88.00		3,750.00	FED SOCSEC	232.50	SEP 22 %			FED MEDCARE-ER	54.38
				FED	54.38		187.50		WA SUI-ER	7.50
				MEDCARE					WA WC-ER	81.73
				WA ML	4.93				EMPLOYER DRS	384.37
				WA FL	11.54				10.25%	
				WA WC	21.96					760.48
					606.19					

Check Date: 12/19/2022 / Direct Deposit / Checking / Account No: XXXXXX3041 \$2,956.31

Pay Frequency Totals: Semimonthly

Regular	928.09	\$21,274.10	FED FIT	\$2,143.25	DRS PRE TAX	\$1,148.91	\$23,554.18	FED SOCSEC-ER	\$1,730.82	
1099	0.00	\$2,750.00	FED SOCSEC	\$1,730.81	SEP 22 %			FED MEDCARE-ER	\$404.79	
Compensation			FED	\$404.82	DCP PRE TAX \$	\$175.00		FED FUTA	\$8.15	
Vacation	0.50	\$14.55	MEDCARE		DCP PRE TAX %	\$171.63		WA SUI-ER	\$22.37	
Sick	181.50	\$5,485.64	WA ML	\$34.55	Union	\$99.46		WA WC-ER	\$480.39	
Longevity Bonus	0.00	\$242.22	WA FL	\$85.91	414(h) plan %	\$960.93		EMPLOYER DRS	\$2,616.95	
Extra Pay	0.00	\$839.60	WA WC	\$129.07	Union Amount \$	\$102.78		10.25%		
Cell	0.00	\$75.00		\$4,528.41		\$2,658.71			\$5,263.47	
On call	22.50	\$60.19								
	1,132.59	\$30,741.30								

Total Employees - Semimonthly: 16

Company Totals:

Regular	928.09	\$21,274.10	FED FIT	\$2,143.25	DRS PRE TAX	\$1,148.91	\$23,554.18	FED SOCSEC-ER	\$1,730.82	
1099	0.00	\$2,750.00	FED SOCSEC	\$1,730.81	SEP 22 %			FED MEDCARE-ER	\$404.79	
Compensation			FED	\$404.82	DCP PRE TAX \$	\$175.00		FED FUTA	\$8.15	
Vacation	0.50	\$14.55	MEDCARE		DCP PRE TAX %	\$171.63		WA SUI-ER	\$22.37	
Sick	181.50	\$5,485.64	WA ML	\$34.55	Union	\$99.46		WA WC-ER	\$480.39	
Longevity Bonus	0.00	\$242.22	WA FL	\$85.91	414(h) plan %	\$960.93		EMPLOYER DRS	\$2,616.95	
Extra Pay	0.00	\$839.60	WA WC	\$129.07	Union Amount \$	\$102.78		10.25%		
Cell	0.00	\$75.00		\$4,528.41		\$2,658.71			\$5,263.47	
On call	22.50	\$60.19								
	1,132.59	\$30,741.30								

Total Employees - Company: 16

Company: City Of Carnation
 Check date: 12/19/2022 - Payroll 1
 Pay Period: 12/01/2022 to: 12/15/2022

4 of 4
 Run Number: 0065

Date Printed: 12/16/2022 17:02
 27220875 - KT/9W8



PERIOD: December 16- 31

I, Ashlyn Farnworth, Assistant to the City Manager for the City of Carnation, do hereby attest that payroll deposits for the period above have been made through ADP. I have worked with ADP to reflect accurate information to the best of my ability. Any payroll adjustments made outside the two normal payroll periods are indicated below.

Total Amount: \$28,987.69

Adjustments:

Ashlyn Farnworth
Assistant to the City Manager

Ana Cortez
City Manager

Payroll Preview

Hours and Earnings				Taxes		Deductions		Employer		
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
Employee: Buelna, Rebecca										
Regular	40.00	34.2900	1,371.60	FED FIT	201.76	DRS PRE TAX	235.39	2,399.02	FED SOCSEC-ER	194.60
Vacation	40.00	34.2900	1,371.60	FED SOCSEC	194.60	SEP 22 %			FED MEDCARE-ER	45.51
Holiday	8.00	34.2900	274.32	FED	45.51	Union Amount \$	<u>38.58</u>		WA WC-ER	37.15
Longevity Bonus	0.00		121.11	MEDCARE			273.97		EMPLOYER DRS	321.70
	88.00		3,138.63	WA ML	4.13				10.25%	
				WA FL	9.66					598.96
				WA WC	9.98					
					<u>465.64</u>					
Employee: Burrell, Ryan										
Regular	86.50		300.00	FED SOCSEC	18.60			276.13	FED SOCSEC-ER	18.60
	86.50		300.00	FED	4.35				FED MEDCARE-ER	4.35
				MEDCARE						22.95
				WA FL	0.92					
					<u>23.87</u>					
Employee: Cortez, Ana										
Regular	80.00		6,406.25	FED FIT	713.55	414(h) plan %	<u>960.93</u>	4,427.88	FED SOCSEC-ER	178.44
Holiday	8.00		0.00	FED SOCSEC	178.45		960.93		FED MEDCARE-ER	92.89
	88.00		6,406.25	FED	92.89				WA WC-ER	74.30
				MEDCARE					EMPLOYER DRS	656.64
				WA ML	3.73				10.25%	
				WA FL	8.86					1,002.27
				WA WC	19.96					
					<u>1,017.44</u>					
Employee: Farnworth, Ashlyn										
Regular	80.00		2,666.66	FED FIT	226.67	DRS PRE TAX	133.33	1,937.65	FED SOCSEC-ER	165.33
Holiday	8.00		0.00	FED SOCSEC	165.34	SEP 22 %			FED MEDCARE-ER	38.67
	88.00		2,666.66	FED	38.66	DCP PRE TAX %	<u>133.33</u>		WA SUI-ER	5.33
				MEDCARE			266.66		WA WC-ER	74.30
				WA ML	3.51				EMPLOYER DRS	273.33
				WA FL	8.21				10.25%	
				WA WC	19.96					556.96
					<u>462.35</u>					
Employee: Green, Dustin										
Regular	86.67		350.00	FED FIT	0.00			322.14	FED SOCSEC-ER	21.70
	86.67		350.00	FED SOCSEC	21.70				FED MEDCARE-ER	5.08
				FED	5.08					26.78
				MEDCARE						
				WA FL	1.08					
					<u>27.86</u>					
Employee: Harris, Timothy										
Regular	86.67		300.00	FED FIT	0.00			276.13	FED SOCSEC-ER	18.60
	86.67		300.00	FED SOCSEC	18.60				FED MEDCARE-ER	4.35
				FED	4.35					22.95
				MEDCARE						

Company: City Of Carnation
 Check date: 12/30/2022
 Pay Period: 12/16/2022 to: 12/31/2022

Payroll Preview

Hours and Earnings				Taxes		Deductions		Employer		
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
				WA FL	0.92					
					23.87					
Employee: Hawkins, Adair										
Regular	86.67		300.00	FED FIT	0.00			276.13	FED SOCSEC-ER	18.60
	86.67		300.00	FED SOCSEC	18.60				FED MEDCARE-ER	4.35
				FED	4.35					22.95
				MEDCARE						
				WA FL	0.92					
					23.87					
Employee: Maurer, Elizabeth										
Regular	40.00	29.0900	1,163.60	FED FIT	230.98	DRS PRE TAX	148.00	1,654.16	FED SOCSEC-ER	192.65
Vacation	12.00	29.0900	349.08	FED SOCSEC	192.64	SEP 22 %			FED MEDCARE-ER	45.05
Sick	4.00	29.0900	116.36	FED	45.06	Union Amount \$	32.73		WA WC-ER	37.15
Bereavement	24.00	29.0900	698.16	MEDCARE			180.73		EMPLOYER DRS	238.53
DP benefit**	0.00		780.00	WA ML	4.09				10.25%	
	80.00		2,327.20	WA FL	9.56					513.38
				WA WC	9.98					
					492.31					
Employee: Mueller, Carl										
Sick	80.00	32.4600	2,596.80	FED FIT	187.96	DRS PRE TAX	189.37	2,347.87	FED SOCSEC-ER	184.61
Holiday	8.00	32.4600	259.68	FED SOCSEC	184.61	SEP 22 %			FED MEDCARE-ER	43.18
Longevity Bonus	0.00		121.11	FED	43.17	Union	36.52		EMPLOYER DRS	305.20
Cell	0.00		25.00	MEDCARE			225.89		10.25%	
	88.00		3,002.59	WA ML	3.92					532.99
				WA FL	9.17					
				WA WC	0.00					
					428.83					
Employee: Rao, Siddharth										
Regular	40.50	20.0000	810.00	FED FIT	60.54			698.84	FED SOCSEC-ER	50.22
Cell	0.00		25.00	FED SOCSEC	50.22				FED MEDCARE-ER	11.75
	40.50		835.00	FED	11.74				FED FUTA	4.86
				MEDCARE					WA SUI-ER	1.62
				WA ML	1.07				WA WC-ER	37.62
				WA FL	2.49					106.07
				WA WC	10.10					
					136.16					
Employee: Ribail, Jim										
Regular	86.67		400.00	FED FIT	20.00			348.17	FED SOCSEC-ER	24.80
	86.67		400.00	FED SOCSEC	24.80				FED MEDCARE-ER	5.80
				FED	5.80				FED FUTA	2.40
				MEDCARE						33.00
				WA FL	1.23					
					51.83					
Employee: SHARMA, NITISH										

Company: City Of Carnation
 Check date: 12/30/2022
 Pay Period: 12/16/2022 to: 12/31/2022

Payroll Preview

Hours and Earnings			Taxes		Deductions		Employer			
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
1099	0.00		2,750.00					2,750.00		
Compensation										
	0.00		2,750.00							
Employee: Starns, Stacy										
Regular	64.00	27.9700	1,790.08	FED FIT	130.45	DRS PRE TAX	156.54	1,752.82	FED SOCSEC-ER	152.60
Sick	16.00	27.9700	447.52	FED SOCSEC	152.60	SEP 22 %			FED MEDCARE-ER	35.69
Holiday	8.00	27.9700	223.76	FED	35.69	DCP PRE TAX \$	175.00		WA SUI-ER	4.92
	88.00		2,461.36	MEDCARE		Union Amount \$	31.47		WA WC-ER	59.44
				WA ML	3.24				EMPLOYER DRS	252.28
				WA FL	7.58				10.25%	
				WA WC	15.97					504.93
					345.53					
Employee: WILMES, Lora										
Regular	80.00		3,750.00	FED FIT	280.88	DRS PRE TAX	187.50	2,958.32	FED SOCSEC-ER	232.50
Holiday	8.00		0.00	FED SOCSEC	232.50	SEP 22 %			FED MEDCARE-ER	54.38
	88.00		3,750.00	FED	54.37		187.50		WA SUI-ER	7.50
				MEDCARE					WA WC-ER	74.30
				WA ML	4.93				EMPLOYER DRS	384.37
				WA FL	11.54				10.25%	
				WA WC	19.96					753.05
					604.18					
Company Totals:										
Regular	673.18		\$14,472.91	FED FIT	\$2,052.79	DRS PRE TAX	\$1,050.13	\$22,425.26	FED SOCSEC-ER	\$1,453.25
Regular	40.50	20.0000	\$810.00	FED SOCSEC	\$1,453.26	SEP 22 %			FED MEDCARE-ER	\$391.05
Regular	64.00	27.9700	\$1,790.08	FED	\$391.02	DCP PRE TAX \$	\$175.00		FED FUTA	\$7.26
Regular	40.00	29.0900	\$1,163.60	MEDCARE		DCP PRE TAX %	\$133.33		WA SUI-ER	\$19.37
Regular	40.00	34.2900	\$1,371.60	WA ML	\$28.62	Union	\$36.52		WA WC-ER	\$394.26
1099	0.00		\$2,750.00	WA FL	\$72.14	414(h) plan %	\$960.93		EMPLOYER DRS	\$2,432.05
Compensation				WA WC	\$105.91	Union Amount \$	\$102.78		10.25%	
Vacation	12.00	29.0900	\$349.08		\$4,103.74		\$2,458.69			\$4,697.24
Vacation	40.00	34.2900	\$1,371.60							
Sick	16.00	27.9700	\$447.52							
Sick	4.00	29.0900	\$116.36							
Sick	80.00	32.4600	\$2,596.80							
Holiday	24.00		\$0.00							
Holiday	8.00	27.9700	\$223.76							
Holiday	8.00	32.4600	\$259.68							
Holiday	8.00	34.2900	\$274.32							
Longevity Bonus	0.00		\$242.22							
Bereavement	24.00	29.0900	\$698.16							
Cell	0.00		\$50.00							
DP benefit**	0.00		\$780.00							
	1,081.68		\$28,987.69							
Total Net Pays for - Company: 14										

* Items Not Paid To Employee

** Items Not Paid To Employee and Excluded From Some Wages

Company: City Of Carnation
 Check date: 12/30/2022
 Pay Period: 12/16/2022 to: 12/31/2022



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to contract Two Brothers Landscaping for grounds keeping and maintenance services as well as special projects.	Agenda Bill No.:	AB23-03			
	Type of Action:	MOTION			
	Origin: (Council/Manager)	City Manager			
	Agenda Bill Author:	City Manager			
	Date Submitted:	01/03/23			
	For Agenda of:	01/03/23			
EXHIBITS: <ul style="list-style-type: none"> • Contract 	Expenditure Required:				
	Amount Budgeted:	\$60K/FY			
	Appropriation Required:				
	SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to rely on this contractor for specific maintenance duties as indicated in Exhibit A of the contract.				
RECOMMENDED ACTION: I move to authorize City Manager to execute the contract as indicated in this bill.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:		Ordinance/Resolution No.:			

CONSULTANT AGREEMENT	
PROJECT TITLE AND WORK DESCRIPTON 1 Grounds Keeping and Maintenance: Work under supervision of City Manager to perform municipal services	CONSULTANT 2 Two Brothers Landscaping
CONSULTANT CONTACT INFO 3 Name: Saul Mejia Phone Number: (425) 224-9569 Name: Leilani Leyva Phone Number: (425) 970-2338 Email: Address: 13201 Elliot Rd. TRLR 38 Snohomish, WA 98296	PROJECT ADMINISTRATOR CONTACT INFO: 4 Name: Ana Cortez, City Manager Phone Number: (425) 419-3697 Email: ana.cortez@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014
BUDGET OR FUNDING SOURCE 5 001 - Parks Maintenance	MAXIMUM AMOUNT PAYABLE Year 1: \$60,000 Year 2: \$60,000
COMPLETION DATE 7 January 3 rd , 2023 - December 31 st , 2024	8 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 3rd, 2023, between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and

has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges, therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT'S

obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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.

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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit, or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors 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 using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

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

4. Professional Liability 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named as an additional insured on the Commercial General Liability only. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

The CONSULTANT's Commercial General Liability insurance coverage 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.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VI.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this 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 equity.

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 this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term “public records” shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring, and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving, or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier, or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates

this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court or the United States District Court for the Western District of Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work and conduct its relations with the City's staff and elected officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

Saul Mejia Date

Ana Cortez, City Manager Date

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk Date

EXHIBIT A

SCOPE OF WORK

Consultant agrees to provide landscaping activities to the following zones:

- Zone 1: Bioswales
- Zone 2: Tolt Commons Greens and Hockert Park
- Zone 3: Loutsis Park
- Zone 4: Memorial Park
- Zone 5: Evacuation Trail
- Zone 6: Cemetery
- Zone 7: Tolt Avenue : Garbage
- Zone 8: Public Right of Ways

Other special projects may be added to this work and will be compensated with time and materials.

EXHIBIT B
COMPLETION SCHEDULE

Landscaping work will be done once per week by a crew of 2 - 4 people.

EXHIBIT C

FEE SCHEDULE

Consultant will be compensated \$900 for every workday.

The City and the contractor understand that an escalator clause will be negotiated by December 31st, 2023.

EXHIBIT D
INSURANCE

Consultant shall supply an insurance certificate to the City of Carnation.

EXHIBIT E

BUSINESS LICENSES

Consultant shall supply a business license to the City of Carnation.

EXHIBIT F

INVOICES

Consultant shall submit all invoices to bills@carnationwa.gov



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to enter into contract with RNA Cleaning Services LLC for janitorial services.	Agenda Bill No.:	AB23-04			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
	EXHIBITS: <ul style="list-style-type: none"> • Contract 	Date Submitted:	01/03/23		
		For Agenda of:	01/03/23		
		Expenditure Required:			
Amount Budgeted:		\$40K/FY			
Appropriation Required:					
SUMMARY STATEMENT AND DISCUSSION: The City Manager rely on this contractor for specific, maintenance duties as indicated in Exhibit A of the contract.					
RECOMMENDED ACTION: I move to authorize City Manager to execute the contract as indicated in this bill.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CONSULTANT AGREEMENT	
PROJECT TITLE AND WORK DESCRIPTON: Janitorial Services – City Hall and Public Works Yard	CONSULTANT: RNA Cleaning Services LLC
CONSULTANT CONTACT INFO: Name: Raulena Amorim Phone Number: (206) 403-6349 Email: Address: 12918 NE 122 nd Lane Apt. K300 Kirkland, WA 98034-8094	PROJECT ADMINISTRATOR CONTACT INFO: Name: Ana Cortez, City Manager Phone Number: (425) 419-3697 Email: ana.cortez@carnationwa.gov Address: 4621 Tolt Ave. Carnation, WA 98014
BUDGET OR FUNDING SOURCE: 001, 401, 411 and 409 - Operations	MAXIMUM AMOUNT PAYABLE: Year 1: \$40,000 Year 2: \$40,000
COMPLETION DATE: January 3 rd , 2023 – December 31 st , 2024	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 3rd, 2023, between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other

terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges, therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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.

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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors 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 using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

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

4. Professional Liability 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named as an additional insured on the Commercial General Liability only. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

The CONSULTANT's Commercial General Liability insurance coverage 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.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VI.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this 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 equity.

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 this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent

of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court or the United States District Court for the Western District of Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work and conduct its relations with the City's staff and elected officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

Raulena Date

Ana Cortez, City Manager Date

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk Date

EXHIBIT A

SCOPE OF WORK

Janitorial Services at City Hall and the Public Works yard. Other special projects may be added to this work and will be compensated with time and materials.

EXHIBIT B

COMPLETION SCHEDULE

Work will be done 2 days per week by a crew of 2-3 people.

EXHIBIT C

FEE SCHEDULE

Consultant will be compensated \$350 for every workday, which will be totaled to \$700 per week.

The City and the contractor understand that an escalator clause will be negotiated by December 31st, 2023.

EXHIBIT D
INSURANCE

Consultant shall supply an insurance certificate to the City of Carnation.

EXHIBIT E

BUSINESS LICENSES

Consultant shall supply a business license to the City of Carnation.

EXHIBIT F

INVOICES

Consultant shall submit all invoices to bills@carnationwa.gov



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to enter into contract with Belenus Solutions LLC for Human Resource services.	Agenda Bill No.:	AB23-05			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> • Contract 	Date Submitted:	01/03/23			
	For Agenda of:	01/03/23			
	Expenditure Required:				
	Amount Budgeted:	\$50,000/FY			
	Appropriation Required:				
SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to rely on this contractor for Human Resources services as indicated in Exhibit A of the contract.					
RECOMMENDED ACTION: I move to authorize City Manager to execute the contract as indicated in this bill.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF CARNATION, WASHINGTON
AND BELENUS SOLUTIONS, LLC
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Carnation, Washington, a Washington State municipal corporation ("City"), and Belenus Solutions, LLC, a Limited Liability Corporation ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding City Human Resource Services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revisions in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. The Consultant shall prepare all proposals for extra work or services at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The Consultant shall furnish the work product and all documents produced under this Agreement to the City and, upon completion of the work, shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the City has accepted the work.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement

shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. The Consultant shall tender the work product and summary to the City upon request. Tender of said work product shall be a prerequisite to final payment under this Agreement. The work summary shall be prepared at no additional cost to the City.

Consultant will not be held liable for the reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on January 1, 2023, and shall terminate at midnight, December 31, 2023. However, the parties may extend the term of this Agreement by written mutual Agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any employees of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement are not currently a member or a retired member of a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and firefighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

 X No, employees supplying work currently are members or are retired members from a Washington state retirement system.

 Yes, employees supplying work currently are members or are retired members from a Washington state retirement system.

In the event the Consultant indicates "no," but an employee, in fact, is a current member or a retiree of a Washington State retirement system, and because of the misrepresentation, the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for

all necessary reimbursement to the Washington State retirement system. In the event the Consultant affirms that an employee providing work is a current member or has ever retired from a Washington State retirement system, said employee shall be identified by the Consultant. Such retirees shall provide City with all information required by the City to report the employment with the Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the 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 this indemnification. The parties have mutually negotiated this waiver.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees, and elected officials from and against all claims, lawsuits, fees, penalties, and costs resulting from the Consultant's violation of the Public Records Act RCW 42.56, or Consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this Section III.6 shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Insurance Term**
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.

b. **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.

c. **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.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic, or otherwise) that any of the above required insurance coverage is being canceled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by the Consultant shall be with insurers with a current A.M. Best rating of no less than A: VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this Agreement, the Consultant acknowledges and represents that the required insurance is active and current. Accordingly, 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 the commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance concerning the City. 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 concerning the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

i. **Claims-made Basis.** Unless approved by the City, all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **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.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against the client, employee, or applicant for employment or services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of

Washington. The venue for any litigation relating to this Agreement shall be in King County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test outlined in RCW 51.08.195 or as hereafter amended. As an independent contractor, the Consultant assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Accordingly, the Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income that may be required by law or assessed against either party as a result of this Agreement. If the City has assessed a tax or assessment resulting from this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to the commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in the Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence and will not disclose, communicate or advertise to third parties without prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit _____:

_____ N/A _____

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement, and the Consultant shall verify said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The City shall pay the Consultant for services rendered under this Agreement as described in the Scope of Services and as provided in this Section. In no event shall the compensation paid to the Consultant under this Agreement exceed \$3,500.00 per month billed monthly without the written Agreement of the Consultant and the City. The Consultant is expected to complete all assigned tasks from the City with the assumption that the Consultant will work an average of ten hours per week plus travel time over the course of the year; however, hours may vary and may require over ten hours per any given week. Such payment, paid in advance, shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay the Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services one calendar month in advance and a format acceptable to the City. In addition, the Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within fifteen (15) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times. The Consultant shall afford the proper facilities for such review and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request, and the Consultant shall provide copies of any City records in the Consultant's possession necessary to fulfill that Public Records Request. If the Public Records Request is large, the Consultant will provide the City with an estimate of the reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**Ana Cortez, City Manager
City of Carnation
4621 Tolt Ave.
Carnation, WA 98014**

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

**Belenus Solutions, LLC
Attn: Jeff Balentine
11515 297th DR NE
Granite Falls, WA 98252**

Receipt of any notice shall be deemed effective three (3) days after the deposit of the written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The City reserves the right to terminate this Agreement in whole or in part at any time upon thirty (30) calendar days written notice to the Consultant.

Suppose this Agreement is terminated in its entirety by the City for its convenience. In that case, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. Suppose a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part. In that case, the validity of the remaining provisions shall not be affected. Instead, the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement directly conflicts with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____.

CITY OF CARNATION

BELENUS SOLUTIONS, LLC

By _____
Ana Cortez, City Manager

By _____
Jeffrey Balentine, President

Exhibit A Scope of Services

Consultant shall provide human resource support per tasks listed below.

Human Resources Management Tasks:

- Act as the Human Resources representative for the City and its employees.
- Prepare recommended updates to job requirements and job descriptions for all positions.
- Manage the recruiting, testing, and interviewing program.
- Assist the City Manager in conducting and analyzing exit interviews.
- Manage employee orientation and training programs.
- Conduct equity analysis, recommend, plan, and implement approved pay structure revisions.
- Manage training and performance review programs for all employees.
- Assist the City Manager with scheduling job performance evaluations.
- Manage, monitor, and schedule approved individual pay actions.
- Maintain employee benefits programs and inform the City Manager, Council, and employees of benefits by studying and assessing benefit needs and trends. Recommend benefit programs to the Council and City Manager.
- Maintain management guidelines by preparing, updating, and recommending human resource policies and procedures.
- As directed, act as a City liaison with the Union, participate, and lead collective bargaining act negotiations and related actions.
- Manage Department of Labor and Industries claims and file quarterly reports.
- Manage Employer Account Management Services (EAMS) provided by the Washington State Employment Security Department and file quarterly reports.
- Manage Paid Family and Medical Leave (PFML) provided by Employment Security Department provided by the Washington State Employment Security Department and file quarterly reports.
- Payroll related activities and creating and submitting associated payroll reports.
- Other human resource tasks as needed.

EXHIBIT B

COMPLETION SCHEDULE

The City understands that the Consultant is an independent contractor working on interim basis which may lead to changes in availability.

Contractor is not entitled to any holiday pay, overtime, comp time or benefits from the City of Carnation.

EXHIBIT C

FEE SCHEDULE

In no event shall the compensation paid to the Consultant under this Agreement exceed \$3,500.00 per month billed monthly without the written Agreement of the Consultant and the City.

EXHIBIT D

INSURANCE

Consultant shall supply an insurance certificate to the City of Carnation.

EXHIBIT E

BUSINESS LICENSES

Consultant shall supply a business license to the City of Carnation.

EXHIBIT F

INVOICES

Consultant shall submit all invoices to bills@camationwa.gov



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to contract with Sharma and Associates for executive management level services.	Agenda Bill No.:	AB23-06			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> • Contract 	Date Submitted:	01/03/23			
	For Agenda of:	01/03/23			
	Expenditure Required:				
	Amount Budgeted:	\$76K/FY			
	Appropriation Required:				
SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract.					
RECOMMENDED ACTION: I move to authorize City Manager to execute contract as indicated in this bill.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CONSULTANT AGREEMENT	
PROJECT TITLE AND WORK DESCRIPTON: Interim Managements Services – Provide executive management level services	CONSULTANT: Sharma and Associates
CONSULTANT CONTACT INFO: Name: Nitish Sharma Phone Number: (916) 425-9888 Email: nitishvsharma@outlook.com Address: 3855 Collins Street West Sacramento, California 95691	PROJECT ADMINISTRATOR CONTACT INFO: Name: Ana Cortez, City Manager Phone Number: (425) 419-3697 Email: ana.cortez@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014
BUDGET OR FUNDING SOURCE: 001, 401, 409 and 411 - Operations	MAXIMUM AMOUNT PAYABLE: Year 1: \$76,000 Year 2: \$76,000
COMPLETION DATE: January 3 rd , 2023 – December 31 st , 2024	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 3rd, 2023, between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other

terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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.

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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors 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 using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

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

4. Professional Liability 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named as an additional insured on the Commercial General Liability only. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

The CONSULTANT's Commercial General Liability insurance coverage 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.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VI.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this 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 equity.

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 this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent

of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court or the United States District Court for the Western District of Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work, and conduct its relations with the City's staff and elected officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

Nitish Sharma Date

Ana Cortez, City Manager Date

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk Date

EXHIBIT A

SCOPE OF WORK

1. **REVENUE ENHANCEMENT:** Consultant shall provide a financial analysis of the City's revenues to determine untapped opportunities to increase revenues. The Consultant is expected to be proficient in Washington State public revenues.
2. **CITY MANAGER SUPPORT:** Consultant shall provide the City Manager with high level, executive management support as needed and as indicated by the City Manager.

EXHIBIT B

COMPLETION SCHEDULE

The City understands that the Consultant is an independent contractor working on interim basis which may lead to changes in availability.

Contractor is not entitled to any holiday pay, overtime, comp time or benefits from the City of Carnation.

EXHIBIT C

FEE SCHEDULE

Consultant shall receive a flat, all-inclusive compensation of 5,500 per month.

Consultant shall be responsible for taxes and other Federal and State of California withholdings. Please note that the State of Washington does not have state income taxes. Other Subs will be compensated at the following rate:

Senior Accounting- \$70/hr.

Bookkeeping- \$40/hr.

EXHIBIT D
INSURANCE

The City of Carnation is waiving insurance requirements for the consultant.

EXHIBIT E

BUSINESS LICENSES

Consultant shall supply a business license to the City of Carnation.

EXHIBIT F

INVOICES

Consultant shall submit all invoices to bills@carnationwa.gov



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to contract with Heather Mullholland for financial services.	Agenda Bill No.:	AB23-07
	Type of Action:	MOTION
	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Contract 	Date Submitted:	01/03/23
	For Agenda of:	01/03/23
	Expenditure Required:	
	Amount Budgeted:	\$45/YEAR
	Appropriation Required:	
SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract.		
RECOMMENDED ACTION: I move to authorize City Manager to execute contract as indicated in this bill.		
LEGISLATIVE HISTORY:		
ACTION TAKEN		
MOTION AS PROPOSED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		
MOTION AS AMENDED		
Motion made by:		
Second by:		
	YES Vote	NO Vote
Hawkins		
Ribail		
Harris		
Burrell		
Green		
Passed/Failed		
Ordinance/Resolution No.:		

CONSULTANT AGREEMENT	
PROJECT TITLE AND WORK DESCRIPTON: Financial Services - Provide a range of financial services to the City of Carnation	CONSULTANT: Heather Mullholland
CONSULTANT CONTACT INFO: Name: Heather Mullholland Phone Number: 785-764-5123 Email: heathermullholland@gmail.com Address: 15116 346 th Ave NE Duvall, WA 98019	PROJECT ADMINISTRATOR CONTACT INFO: Name: Ana Cortez Phone Number: (425) 419-3697 Email: ana.cortez@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014
BUDGET OR FUNDING SOURCE: 001, 401, 409, and 411 - Operations	MAXIMUM AMOUNT PAYABLE: \$45,000
COMPLETION DATE: January 3 rd , 2023 – December 31 st , 2023	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 3rd, 2023, between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other

terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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.

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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors 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 using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

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

4. Professional Liability 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named as an additional insured on the Commercial General Liability only. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

The CONSULTANT's Commercial General Liability insurance coverage 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.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VI.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this 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 equity.

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 this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving, or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier, or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent

of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court or the United States District Court for the Western District of Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work and conduct its relations with the City's staff and elected officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

Heather Mullholland Date

Ana Cortez, City Manager Date

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk Date

EXHIBIT A

SCOPE OF WORK

Consultant shall provide financial services for the City of Carnation.

EXHIBIT B

COMPLETION SCHEDULE

The City understands that the Consultant is an independent contractor working on interim basis which may lead to changes in availability.

Contractor is not entitled to any holiday pay, overtime, comp time or benefits from the City of Carnation.

EXHIBIT C
FEE SCHEDULE

Consultant will receive \$35 an hour.

EXHIBIT D
INSURANCE

The City of Carnation is waiving insurance requirements for the consultant.

EXHIBIT E

BUSINESS LICENSES

Consultant shall supply a business license to the City of Carnation.

EXHIBIT F

INVOICES

Consultant shall submit all invoices to bills@carnationwa.gov



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION to contract with Tim Woolett for planning services.	Agenda Bill No.:	AB23-08			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> • Contract 	Date Submitted:	01/03/23			
	For Agenda of:	01/03/23			
	Expenditure Required:				
	Amount Budgeted:	\$60K/Year			
	Appropriation Required:				
SUMMARY STATEMENT AND DISCUSSION: The City Manager wishes to realign the organization and to rely on this contractor for specific, strategic duties as indicated in Exhibit A of the contract.					
RECOMMENDED ACTION: I move to authorize City Manager to execute contract as indicated in this bill.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CONSULTANT AGREEMENT	
PROJECT TITLE AND WORK DESCRIPTON: City Planner – All-inclusive planning services	CONSULTANT: Tim Woolett
CONSULTANT CONTACT INFO: Name: Tim Woolett Phone Number: (360) 775-5380 Email: tswoolett@outlook.com Address: P.O. Box 201 Port Angeles, WA 98362	PROJECT ADMINISTRATOR CONTACT INFO: Name: Ana Cortez, City Manager Phone Number: (425) 419-3697 Email: ana.cortez@carnationwa.gov Address: 4621 Tolt Avenue Carnation, WA 98014
BUDGET OR FUNDING SOURCE: 001	MAXIMUM AMOUNT PAYABLE: \$60,000
COMPLETION DATE: January 3 rd , 2023 – December 31 st , 2023	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input checked="" type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 3rd, 2023, between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the

CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1)

maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges, therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT'S obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

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.

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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors 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 using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

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

4. Professional Liability 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named as an additional insured on the Commercial General Liability only. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

The CONSULTANT's Commercial General Liability insurance coverage 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.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VI.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this 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 equity.

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 this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named

on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court or the United States District Court for the Western District of Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work and conduct its relations with the City's staff and elected officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

Tim Woollett Date

Ana Cortez, City Manager Date

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk Date

EXHIBIT A

SCOPE OF WORK

Consultant shall provide all-inclusive planning services to the City of Carnation.

EXHIBIT B

COMPLETION SCHEDULE

Consultant shall provide a number of deliverables throughout the year including:

Plan reviews
Meetings
Report preparation
Code Amendments
Planning activities

EXHIBIT C

FEE SCHEDULE

Consultant will be paid \$72 an hour.

Cost recovery projects: the consultant shall receive \$108.00/hr.

EXHIBIT D
INSURANCE

The Contractor shall provide insurance as required in this contract.

EXHIBIT E

BUSINESS LICENSES

Consultant shall supply a business license to the City of Carnation.

EXHIBIT F

INVOICES

Consultant shall submit all invoices to bills@carnationwa.gov



Our Vision: Building Better Futures for Youth!

Our Mission: Promoting and inspiring youth to lead safe, healthy, and successful lives

Our Values:

- *Youth* play an essential role in our community. We value both the collective voice of youth and each individual's qualities, strengths and potential.



- *Families* that are supported are essential to ensure safe, healthy, and successful youth.
- *Community* has a vital role in raising safe, healthy, and successful youth.
 - Relationships built on trust and respect will promote authentic connections, and mutual understanding.
- Collaboration and Partnerships are essential to making long lasting impacts.

Empowering Youth


- ▶ Youth Success Mentoring
- ▶ Weekend Power Packs
- ▶ Pathways to Employment Success
- ▶ Youth Suicide Prevention
- ▶ Youth Substance Use Prevention
- ▶ Youth Engagement



Empowering Families

- ▶ Timely Response to Adverse Community Events (TRACE)
- ▶ Parent/Guardian Education
- ▶ Parent Education Coordination

PARENT ONLY EVENT



Would you see the signs of youth alcohol or drug use in your home?

HIDDEN IN PLAIN SIGHT

Looks can be very deceiving - especially if you don't know what to look for.


Come to a "Hidden In Plain Sight" exhibit and learn what to look for and what to do if you do find something.

The "Hidden In Plain Sight" initiative helps parents spot signs of at-risk behaviors, using an interactive display of a teenager's bedroom. After walking through the display, participants will learn more about adolescent development and common signs of substance use provided by professionals in treatment, law enforcement, substance abuse prevention and other parents.

This exhibit educates and empowers parents to communicate with their children about at-risk behavior that could lead to substance use disorders. A strong parent-teen relationship is the most effective tool to prevent youth substance use.

Tuesday October 29th
7-9pm • Mount Si High School
8651 Meadowbrook Way SE, Snoqualmie, WA 98065

Register at: <https://svsdhips.eventbrite.com>
• SPACE IS LIMITED • REGISTER BY 10/27 • FREE EVENT

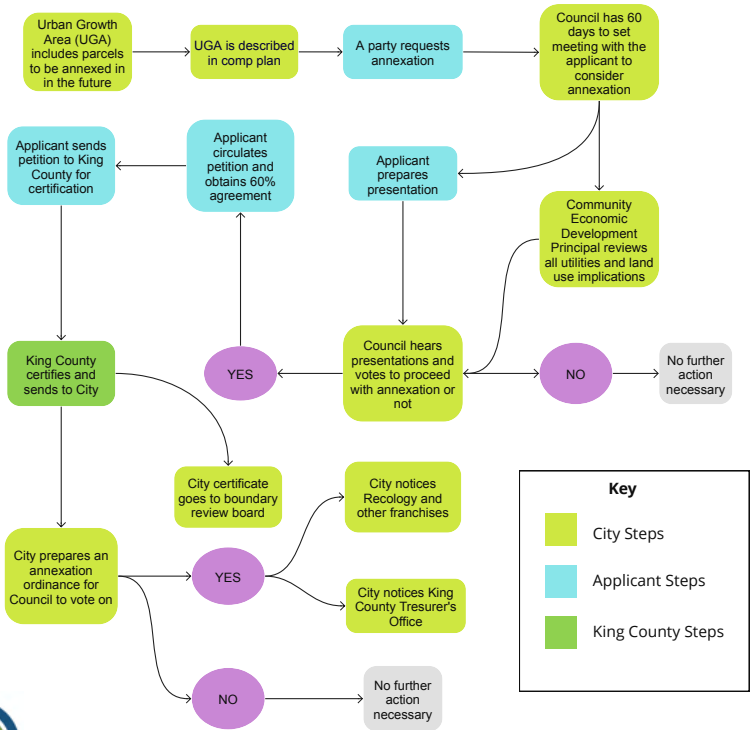




CARNATION CITY COUNCIL AGENDA BILL

<p>TITLE: A MOTION to continue examination of benefits of parcel annexation at a later time after proponent and staff have completed analysis.</p>	<p>Agenda Bill No.: AB23-09</p>	<p>Type of Action: MOTION</p>			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Presentation – Harvold Trust Representatives • City Manager Staff Report • Notice of Intent • Flowchart 	<p>Origin: (Council/Manager) City Manager</p>	<p>Agenda Bill Author: City Manager</p>			
	<p>Date Submitted: 01/03/23</p>	<p>For Agenda of: 01/03/23</p>			
	<p>Expenditure Required: N/A</p>	<p>Amount Budgeted: N/A</p>			
	<p>Appropriation Required: N/A</p>				
	<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>The purpose of the January 3, 2023, meeting with the annexation applicant is to determine basic facts associated with a landowner application to annex three parcels into the City. It is the first step in the direct petition to annex parcels within the City’s urban growth area (UGA).</p> <p>At this meeting, Council may direct staff to further investigate implications of this annexation request. Council may request a staff report to be presented as the Council deliberates a final decision on whether to accept or to reject the annexation request at a later time.</p>				
	<p>RECOMMENDED ACTION:</p> <p>I move to continue this meeting at a later time that will be noticed according to open meeting act requirements and to direct staff to provide all needed information pertaining the annexation request submitted at today’s meeting.</p>				
<p>LEGISLATIVE HISTORY:</p>					
<p>ACTION TAKEN</p>					
<p>MOTION AS PROPOSED</p>		<p>MOTION AS AMENDED</p>			
<p>Motion made by:</p>		<p>Motion made by:</p>			
<p>Second by:</p>		<p>Second by:</p>			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
<p>Ordinance/Resolution No.:</p>		<p>Ordinance/Resolution No.:</p>			

City of Carnation Annexation Flowchart





JANUARY 3, 2023

TO: CITY COUNCIL AND MAYOR

FROM: ANA CORTEZ, CITY MANAGER

RE: ADDRESS: 32325 NE 55th Street, Carnation WA. 98014
TAX PARCEL NUMBER: 162507-9004

ADDRESS: 5207 Carnation Duvall Rd, Carnation WA. 98014
TAX PARCEL NUMBER: 162507-9047

ADDRESS: 5005 Carnation Duvall Rd, Carnation WA. 98014
TAX PARCEL NUMBER: 162507- 9003

The purpose of the January 3, 2023, meeting with the annexation applicant is to determine basic facts associated with a landowner application to annex three parcels into the City. It is the first step in the direct petition to annex parcels within the City's urban growth area (UGA).

At this meeting, Council may direct staff to further investigate implications of this annexation request. Council may request a staff report to be presented as the Council deliberates a final decision on whether to accept or to reject the annexation request at a later time.

At a later date, the Council will make a tentative decision whether to accept, to reject, or to geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness and/or the adoption of a proposed zoning regulation, it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate these facts.

If at a later time, the Council determines to tentatively accept the proposed annexation, the next step in the process will be the applicant's circulation of what is called the 60% petition. Final annexation then will await the outcome of that petition and actual annexation will be only accomplished by an ordinance adopted after the certification of the 60% Petition.

Actions decided on January 3 only need to be recorded in the minutes of that meeting.

Financial Impact

If the City decides to annex the property above, the City will be obligated to provide public services to the annexed area and will receive tax benefits from the developed or underdeveloped land. The City in turn will receive new tax revenues.

The sale of the land will produce excise taxes (REET) of 3% the sales price if the purchase price is 3M or above.

A preliminary review of tax history for these parcels indicates that the County's share of taxes if the following:

PARCEL NUMBER	Tax Paid in 2022	Tax Year 2021
-9004	\$6,197	\$5,875
-9047	\$2,723	\$2,701
-9003	\$6,788	\$6,406
TOTAL	\$15,708	\$14,982

Staff needs to further examine these numbers and document new taxation opportunities that may exist once the parcels are annexed.

Background

On November 17, 2022 hand delivered a letter to the City of Carnation requesting annexation of the stated parcels. Per RCW, the City Council set a date for a formal discussion at its December 6, 2022 meeting. The discussion was set for the 3rd of January in 2023. If the Council agrees to consider this request, staff will submit a request to King County Boundary Review Board. Upon a 45-day review, the BRB will provide further direction.

Property Information

ADDRESS: 32325 NE 55th Street, Carnation WA. 98014
TAX PARCEL NUMBER: 162507-9004 (East of 203)
SIZE: 18.72 acres

ADDRESS: 5207 and 5005 Carnation Duvall Rd, Carnation WA. 98014
TAX PARCEL NUMBER: 162507-9047 and 9003 (West of 203)
SIZE: 27.8 and 13.24 acres/ 41.04 combined

KING COUNTY ZONING: URBAN RESERVE.

CARNATION CURRENT: R-6, R-12 AND MU

OWNERSHIP: HARVOLD TRUST

UTILITIES: City water, city sewer and PSE electrical services are available in the vicinity to serve the proposed annexation area. Recology would provide solid waste, organic waste and yard waste services.

Access to the proposed annexation area is as follows:

- West of 203 Parcels:
 - NE 55th Street
 - Stewart Ave
 - W. Bagwell
 - W. Morrison

- East of 203:
 - NE 55th Street
 - E. Bagwell Street

The property is currently pre-designated as R-6, R-12 and MU in the Comprehensive Plan. The Comprehensive Plan's update started in 2022. The Land Use element will be reviewed by the Planning Commission in the next 60 days and the element will reflect a different zoning for the parcels.

The costs associated with the annexation include staff time and possibly consulting hours. King County will lose property taxes and the City will gain xxx in property taxes.

Annexation into the City should have a positive impact on municipal revenues and therefore on the quality and quantity of municipal services.

Surrounding Land uses

- North: Housing
- South: Housing, Cemetery
- East: Trail (owned by King County)
- West: Farm

FINDINGS

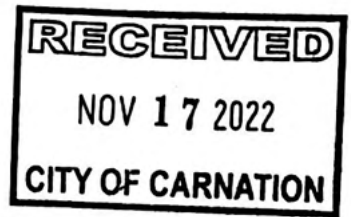
1. The site is within the City of Carnation's Urban Growth Area boundary as those boundaries were established in the Comprehensive Plan.
2. The City's updated Comprehensive Plan is under consideration. Various zoning designation will likely be considered to expand the types of activities in these parcels.
3. All of the acres in the parcels are currently used for farming.
4. Although annexations are not subject to State Environmental Protection Act (SEPA) review Per RCW 43.41C.222, planning and zoning decision made in conjunction with an annexation are subject to SEPA review.
5. Prior to a final decision the following analysis must be completed by the applicant:
 - a. Utility impacts
 - b. Road
 - c. Critical area/aquifer recharge
 - d. Financial
6. The City Council will decide whether or not to annex the above-described parcels through ordinance once the Council is satisfied with analysis provided by stakeholders.

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

November 15, 2022

VIA HAND DELIVERY TO THE CITY

The Honorable Mayor Ribail and City Council
City of Carnation
Carnation City Hall
4621 Tolt Avenue
PO Box 1238
Carnation, WA 98014-1238



**Re: King County Parcel No. 162507-9047; 162507-9004; 162507-9003
("Harvold Trust Property")**

Dear Mayor Ribail and City Council:

The undersigned, who is the owner of over 10% of the assessed value of the property within the proposed area to be annexed known as the Harvold Trust Property, hereby advises the City Council of the City of Carnation ("City") it is the desire of the undersigned owner to commence annexation proceedings.

The Harvold Trust Property requested to be annexed to the City is legally described on Exhibit "A" attached hereto and is geographically depicted on a King County Assessor's parcel map on Exhibit "B" attached hereto.

Of note, besides the Harvold Trust Property, the undersigned proposes that property owned by the City and used as a cemetery (King County Parcel No. 162507-9005) and portions of property owned by the Riverview School District No. 401 (King County Parcel No. 162507-9060) in King County be included within the proposed annexation area. The City property is legally described on Exhibit "C" attached hereto. We do not have a legal description of the portion of the Riverview School District property not within the City, but have engaged with a surveyor to provide a legal description of it.

It is requested that the City Council set a date, not later than sixty (60) days after this request is filed, for a meeting with the undersigned and its advisors to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by the City of Carnation Ordinance Nos. 860, 892, 906 and 919; and
3. Whether the City Council will require the assumption of all or any portion of City indebtedness by the area to be annexed.

ORIGINAL

The Honorable Mayor Ribail and City Council
Page 2

The undersigned owner of the Harvold Trust Property respectfully submits this notice of intention to petition for annexation as of the date specified above.

We look forward to working with the City through this process.

Sincerely,

Revocable Living Trust Agreement of Herman I.
Harvold and Nancylou Harvold, dated May 5, 1983

Signature:  Date: November 15, 2022

Its: Nancylou Harvold, Trustee

Address: 32325 NE 55th Street, Carnation, WA 98014

Enclosures

cc: David B. Johnston
Ron Branch
City Manager (via email to ana.cortez@carnationwa.gov and
ashlyn.farnworth@carnationwa.gov)
City Attorney (via email to thomg@trustedguidancelaw.com)
City Planning Director (via email to tim.woolett@carnationwa.gov)

EXHIBIT "A"
Legal Description
Harvold Trust Property

For APN/Parcel ID(s): 162507-9003-04, 162507-9004-03 and 162507-9047-02

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE RIGHT OF WAY OF EVERETT AND CHERRY VALLEY TRACTION CO., AND SOUTH OF A LINE RUNNING DUE EAST AND WEST FROM THE NORTHWESTERLY CORNER OF PLAT OF MASONIC CEMETERY ASSOCIATION OF TOLT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 73, IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 520 FEET OF THE WEST 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF COUNTY ROAD AND SOUTH OF A LINE RUNNING DUE EAST AND WEST FROM THE NORTHWESTERLY CORNER OF PLAT OF MASONIC CEMETERY ASSOCIATION OF TOLT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 73, IN KING COUNTY, WASHINGTON; EXCEPT PORTION DEEDED TO THE STATE OF WASHINGTON FOR ROAD RECORDED UNDER RECORDING NO. 20030814002787.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF COUNTY ROAD NO 68 (SECONDARY STATE HIGHWAY NO. 15-B); EXCEPT THE EAST 150 FEET THEREOF; ALSO EXCEPT THE FOLLOWING DESCRIBED PARCELS:

(A) BEGINNING ON THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16 AT ITS INTERSECTION WITH THE EAST LINE OF THE COUNTY ROAD NO. 68; THENCE NORTHERLY ALONG SAID EAST LINE 21 RODS 13 FEET AND 2 INCHES TO THE NORTHWEST CORNER OF A TRACT DEEDED TO I.O.O.F. TOLT LODGE NO. 148, BY DEED RECORDED UNDER RECORDING NO. 351494; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT, 16 RODS, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT DEEDED TO SAID LODGE BY DEED RECORDED UNDER RECORDING NO. 213344;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAST DESCRIBED TRACT 66 FEET TO THE NORTHWEST CORNER OF A TRACT DEEDED TO SCHOOL DISTRICT NO. 165, BY DEED RECORDED UNDER RECORDING NO. 2426286; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 330 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTH LINE THEREOF; THENCE WEST TO THE POINT OF BEGINNING; AND

(B) A TRACT OF LAND CONVEYED TO MASONIC CEMETERY ASSOCIATION OF TOLT BY DEED RECORDED UNDER RECORDING NO. 364442, BEING A CORRECTION OF THE DEED RECORDED UNDER RECORDING NO. 362967, AND DESCRIBED AS FOLLOWS:

COMMENCING 908.8 FEET WEST AND 328.6 FEET NORTH OF THE QUARTER POST ON THE LINE BETWEEN SECTIONS 15 AND 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M.; THENCE NORTH 16° EAST 10 RODS; THENCE NORTH 74° WEST 16 RODS; THENCE SOUTH 16° WEST 10 RODS ALONG THE COUNTY ROAD; THENCE SOUTH 74° EAST 16 RODS TO THE PLACE OF BEGINNING; AND

(C) BEGINNING AT THE QUARTER SECTION CORNER IN THE EAST LINE OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 150.00 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO., AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID SOUTH LINE, 450.00 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 264.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, TO AN INTERSECTION WITH THE SAID WEST LINE OF RIGHT OF WAY; THENCE SOUTH ALONG SAID WEST LINE, 264.00 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION CONVEYED TO SCHOOL DISTRICT #407 BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NO. 5338611 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE WEST ALONG THE CENTERLINE OF SAID SECTION, 150 FEET TO THE WEST LINE OF C.M. RY. RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE 264 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST PARALLEL TO SAID SECTION CENTER LINE 780 FEET TO THE EAST LINE OF I.O.O.F. CEMETERY AS PER DEED RECORDED UNDER RECORDING NO. 213344; THENCE NORTH ALONG SAID EAST LINE 66 FEET; THENCE EASTERLY 10 FEET MORE OR LESS TO A POINT 908 FEET WEST AND 328.6 FEET NORTH OF THE SAID EASTQUARTER CORNER OF SECTION 16, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT DEEDED TO MASONIC

CEMETERY AS PER DEED RECORDED UNDER RECORDING NO. 364442;
THENCE NORTH 16° EAST ALONG THE EASTERLY LINE OF SAID CEMETERY, 165
FEET TO THE NORTHEAST CORNER THEREOF; THENCE EAST PARALLEL TO THE
EAST AND WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 700 FEET,
MORE OR LESS, TO THE WEST LINE OF SAID C.M. RY. RIGHT OF WAY;
THENCE SOUTH 220 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION FOR CEMETERY AS ESTABLISHED UNDER KING
COUNTY SUPERIOR COURT CAUSE NO 90-2-23089-9 (THE ORDER OF WHICH WAS
RECORDED UNDER KING COUNTY RECORDING NUMBER 9012120432 IN KING
COUNTY, WASHINGTON), AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16;
THENCE NORTH 89°43'52" WEST, ALONG THE CENTER-OF-SECTION LINE, 1220
FEET, MORE OR LESS, TO A POINT ON THE EASTERLY MARGIN OF THE 60 FOOT
RIGHT-OF-WAY OF THE CARNATION-DUVALL ROAD NE; THENCE NORTH
06°37'03" EAST, ALONG SAID EASTERLY MARGIN, 165 FEET, MORE OR LESS, TO A
BRASS DISK MARKER "SW CEMETERY CORNER" AND THE TRUE POINT OF
BEGINNING; THENCE SOUTH 89°56'08" EAST, ALONG THE EXTENDED LINE OF AN
EXISTING FENCE, 269.60 FEET TO A 1/2" CAPPED IRON ROD (PEM 22341/2260);
THENCE NORTH 06°26'02" EAST, 328.85 FEET TO AN EXISTING UNMARKED
CONCRETE POST; THENCE NORTH 83°02'49" WEST, 266.78 FEET TO A BRASS DISK
MARKED "NW CEMETERY CORNER" ON THE EASTERLY MARGIN OF SAID
CARNATION-DUVALL ROAD NE; THENCE SOUTH 06°37'03" WEST, ALONG SAID
MARGIN, 361.18 FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

PARCEL C:

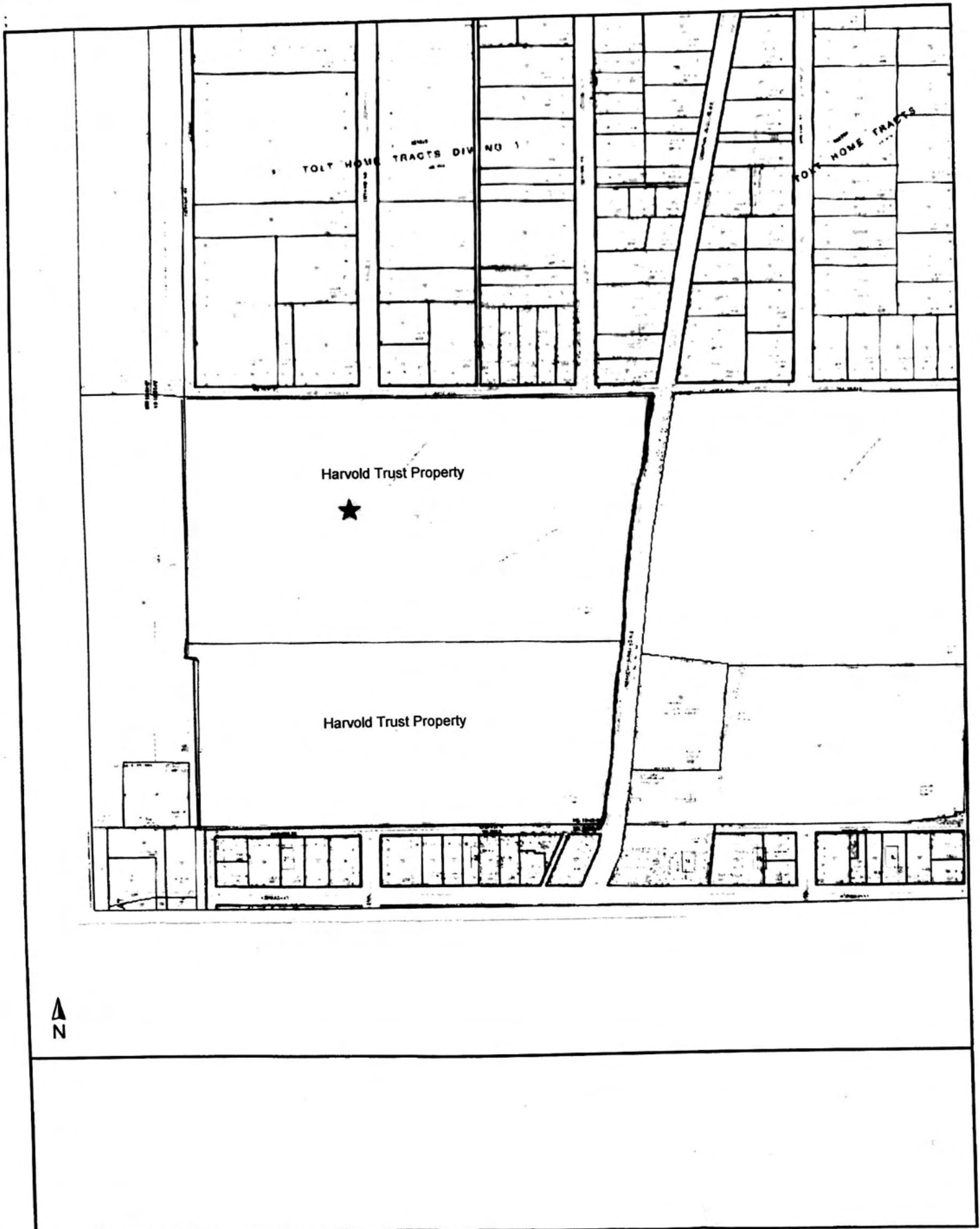
THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION
16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON,
LYING WESTERLY OF COUNTY ROAD AND NORTH OF A LINE DRAWN EAST-WEST
THROUGH THE NORTHWESTERLY CORNER OF PLAT OF MASONIC CEMETERY
ASSOCIATION OF TOLT, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 12 OF PLATS, PAGE 73, IN KING COUNTY, WASHINGTON; EXCEPT THE
WEST 100 FEET; EXCEPT PORTION DEEDED TO THE STATE OF WASHINGTON FOR
ROAD RECORDED UNDER RECORDING NO.
20030814002787.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Exhibit "B"

Assessor Map - GeoAdvantage by Sentry Dynamics

10/27/22, 3:26 PM



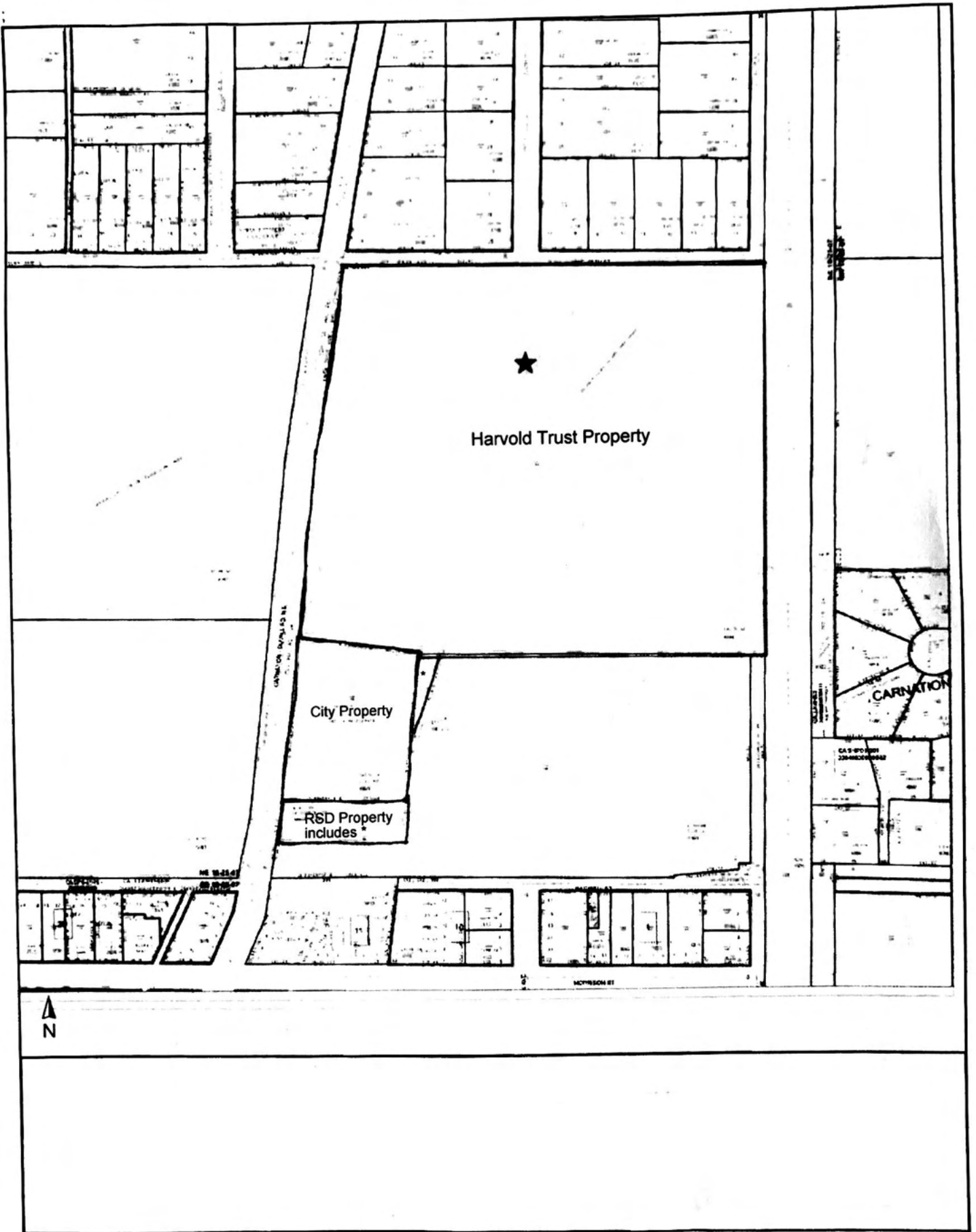


EXHIBIT C

(City Property)

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON; THENCE N 89°43'52" W, ALONG THE CENTER-OF-SECTION LINE, 1220 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY MARGIN OF THE 60 FOOT RIGHT-OF-WAY OF THE CARNATION-DUVAL ROAD, NE; THENCE N 06°37'03" E., ALONG SAID EASTERLY MARGIN, 165 FEET, MORE OR LESS, TO A BRASS DISK MARKED "SW CEMETERY CORNER" AND THE TRUE POINT OF BEGINNING; THENCE S 89°56'08" E, ALONG THE EXTENDED LINE OF AN EXISTING FENCE, 269.60 FEET TO A 1/2" CAPPED IRON ROD (PEM 22341/2260); THENCE N 06°26'02" E, 328.85 FEET TO AN EXISTING UNMARKED CONCRETE POST; THENCE N 83°02'49" W, 266.78 FEET TO A BRASS DISK MARKED "NW CEMETERY CORNER" ON THE EASTERLY MARGIN OF SAID CARNATION-DUVAL ROAD, NE; THENCE S 06°37'03" W, ALONG SAID MARGIN, 361.18 FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

SUBJECT TO (i) AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT, INC. AS RECORDED UNDER KING COUNTY RECORDING NO. 8909110938; (ii) AN EASEMENT IN FAVOR OF RIVERVIEW SCHOOL DISTRICT NO. 407 AS RECORDED UNDER KING COUNTY RECORDING NO. 9012120432; (iii) CONDITIONS, LIMITATIONS, OBLIGATIONS AND RIGHTS TO OR EXISTING BY REASON OF DEDICATION OF SAID PREMISES AS A CEMETERY; AND (iv) RIGHTS OF SEPULCHER IN BURIAL LOTS ON SAID CEMETERY BY REASON OF SALE, CONVEYANCE OR DESIGNATION OR APPROPRIATION TO ANY PERSON OR FAMILY.

CITY OF CARNATION CITY COUNCIL MEETING

JANUARY 3, 2023

HARVOLD TRUST PROPOSED ANNEXATION



Property Summary

Harvold Trust Property (East & West)

5207-5005 Carnation-Duvall Rd NE & 32325 NE 55th St, Carnation, WA





East Property:

Address: 32325 NE 55th St, Carnation, WA 98014
East Parcel Number: 162507-9004 -18.72 acres (815,443 sq.ft.)
Zoning: King County: UR (Urban Reserve – one dwelling unit per 5 acres)
City of Carnation: R-12 (Residential 12 Dwelling Units per acre), and MU (Mixed Use)

Existing Site Conditions:

The property is part of the larger Harvold family farm holdings in north Carnation. The property is well tended farmland and generally flat and level. A single-family residence is located on the eastern edge of the land. A preliminary review shows no critical areas (wetlands, sloped, forest, creeks, etc.).

This property is east of and fronts Tolt Ave (Hwy 203), bounded by NE 55th Street on the North, Carnation Cemetery and Riverview School District property to the south, and the Snoqualmie Valley Trail to the East.

Neighboring land uses include additional Harvold family farmland to the west across Tolt Ave (well known as the Harvold U-Pick Berry Farm); a residential community to the north of NE 55th St (known as The Garden Tracts); farmland to the east, with a residential subdivision nearby to the southeast; and school district property and the cemetery to the south.

Tolt Ave (Hwy 203) is a heavily travelled primary highway connector running north/south in the Snoqualmie Valley connecting Fall City to Carnation, Duwall and Monroe to the North.



West Property:

Address:	5207 and 5005 Carnation-Duvall Rd, Carnation, WA 98014
County:	King County
Zoning Jurisdiction:	King County; Outside City Limits; Inside Urban Growth Boundary (UGB)
West Parcel Numbers:	162507-9047 and 162507-9003
Property Sizes:	North Parcel: 162507-9047 - 27.8 acres (1,210,968 sq.ft.) South Parcel: 162507-9003 - 13.24 acres (576,734 sq.ft.) West Combined: 41.04 acres (1,787,702 sq.ft.)
Zoning:	King County: UR (Urban Reserve – one dwelling unit per 5 acres) City of Carnation: R-6 (Residential) and MU (Mixed Use)

Existing Site Conditions:

The property is part of the larger Harvold family farm holdings in north Carnation and is well known as the Harvold U-Pick Berry Farm;. The property is well tended farmland and generally flat and level. A single-family residence and outbuildings are located on each parcel. A preliminary review shows no critical areas. (wetlands, slopes, forest, creeks, etc.). The north and western portions of the property are impacted by FEMA floodplain.

This property is west of and fronts Tolt Ave (Hwy 203), bounded by NE 55th Street on the North, W. Bagwell St. and single family homes to the south, and the Lehts Farm and farmland to the East.

Neighboring land uses include additional Harvold family farmland to the east across Tolt Ave a residential community to the north of NE 55th St (known as The Garden Tracts); farmland to the west, with a residential neighborhood to the south.

Tolt Ave (Hwy 203) is a heavily travelled primary highway connector running north/south in the Snoqualmie Valley connecting Fall City to Carnation, Duvall and Monroe to the North.

ZONING AND FLOOD REVIEW



Zoning/Land Use Designation for West

The property is adjacent to the city limits of Carnation and within the Potential Annexation Area (PAA) and Urban Growth Boundary (UGB). Development to the full potential will require annexation into the City Limits. King County zoning is UR (Urban Reserve, one dwelling unit per five acres.) The City of Carnation comprehensive plan and zoning identify two zoning designations for the property, R6 and MU.

The area fronting Tolt Ave. is designated MU (Mixed Use). It appears as if this area is approximately 150' deep and roughly 4.5 acres. The balance of the property is designated R6 (Residential) and is approximately 36.54 acres. The MU zoned frontage has an additional "Design Standards & Guidelines" Overlay which identifies further planning guidelines and criteria. Generally, the R-6 zoning is for Single Family Residential. The MU and overlay identify the frontage property for more intensive development – a higher density and greater mix of housing as well as "mixed use" that allows a great variety of uses including retail, office, commercial, services, seniors housing, multifamily housing and more.

The zoning and overlay are viewed as flexible and favorable from a development potential perspective.

R-6 Zoning summary: This designation is intended primarily for detached single family homes. Examples of approved housing types are: Single family; cottage; duplex; senior and adult housing. There is no minimum density and the maximum density is 8/homes per net acre (net of ROW, open space tracts, etc.) Building heights are limited to 25 feet. Maximum impervious surface is 60% and minimum lot width is 50'.

MU Zoning summary: This designation is found in the City Center, as well as along the frontage of Tolt Ave through Carnation. It is intended to encourage pedestrian use, and a variety of services. This area has a higher level of development allowed. Examples of approved uses include townhomes (with livework on the ground floor); multifamily; multifamily above retail or other commercial ground floor uses; seniors and/or assisted living; and a wide variety of retail, office and commercial. The minimum density is 12/acre, and the maximum density is 24/acre with a higher height limit of 35 feet.

Primary Allowed Uses

- MU Townhomes, Livework, multifamily; residential above commercial; senior housing; a wide variety of retail, office, commercial.
- R-6 Single family, duplex, cottage, senior and adult, ADU allowed.

Zoning Standards

	Min Lot Size	Max Density/ Net Acre	Min Lot Width	Max Building Height
MU	2500	24	25	35
R-6	5000	8	50	25

Zoning/Land Use Designation for East:

The property is adjacent to the city limits of Carnation and within the Potential Annexation Area (PAA) and Urban Growth Boundary (UGB). Development to the full potential will require annexation into the City Limits. King County zoning is UR (Urban Reserve, one dwelling unit per five acres.) The City of Carnation comprehensive plan and zoning identify two zoning designations for the property, R12 and MU.

The area fronting Tolt Ave. is designated MU (Mixed Use). It appears as if this area is approximately 200' deep and roughly 3.2 acres. The balance of the property is designated R12 (Residential 12 units per acre) and is approximately 15.52 acres. The entire property has a "Design Standards & Guidelines" Overlay which identifies further planning guidelines and criteria.

Generally, the zoning and overlay identify the property for more intensive development – a higher density and greater mix of housing as well as "mixed use" that allows a great variety of uses including retail, office, commercial, services, seniors housing, multifamily housing and more.

The zoning and overlay are viewed as very flexible and favorable from a development potential perspective.

R12 Zoning summary: This designation is intended to encourage a higher density and variety of housing. Examples of approved housing types are: Single family; cottage; townhome; duplex; multifamily; senior and assisted living. To encourage variety at least three housing types must be included and no more than 60% of anyone housing type is allowed. The minimum density is 8/acre, and the maximum is 12/acre. (It is unclear if this density is per "gross acre" or "net acre" (net of ROW, open space tracts, etc.) Building heights are limited to 25 feet.

MU Zoning summary: This designation is found in the City Center, as well as along the frontage of Tolt Ave through Carnation. It is intended to encourage pedestrian use, and a variety of services. This area has a higher level of development allowed. Examples of approved uses include townhomes (with livework on the ground floor); multifamily; multifamily above retail or other commercial ground floor uses; seniors and/or assisted living; and a wide variety of retail, office and commercial. The minimum density is 12/acre, and the maximum density is 24/acre with a higher height limit of 35 feet.

The City of Carnation has prepared a sample site plan showing an example of how this mix of uses may be included in the R12 zone – and the site appears to be the property in question.



Zoning Map with Overlay Districts

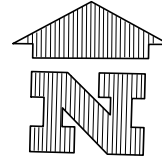
EXHIBIT A

City of Carnation Zoning Map with Overlay Districts 2018



LOCHNER

Property

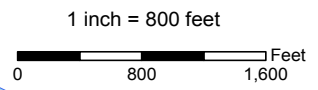
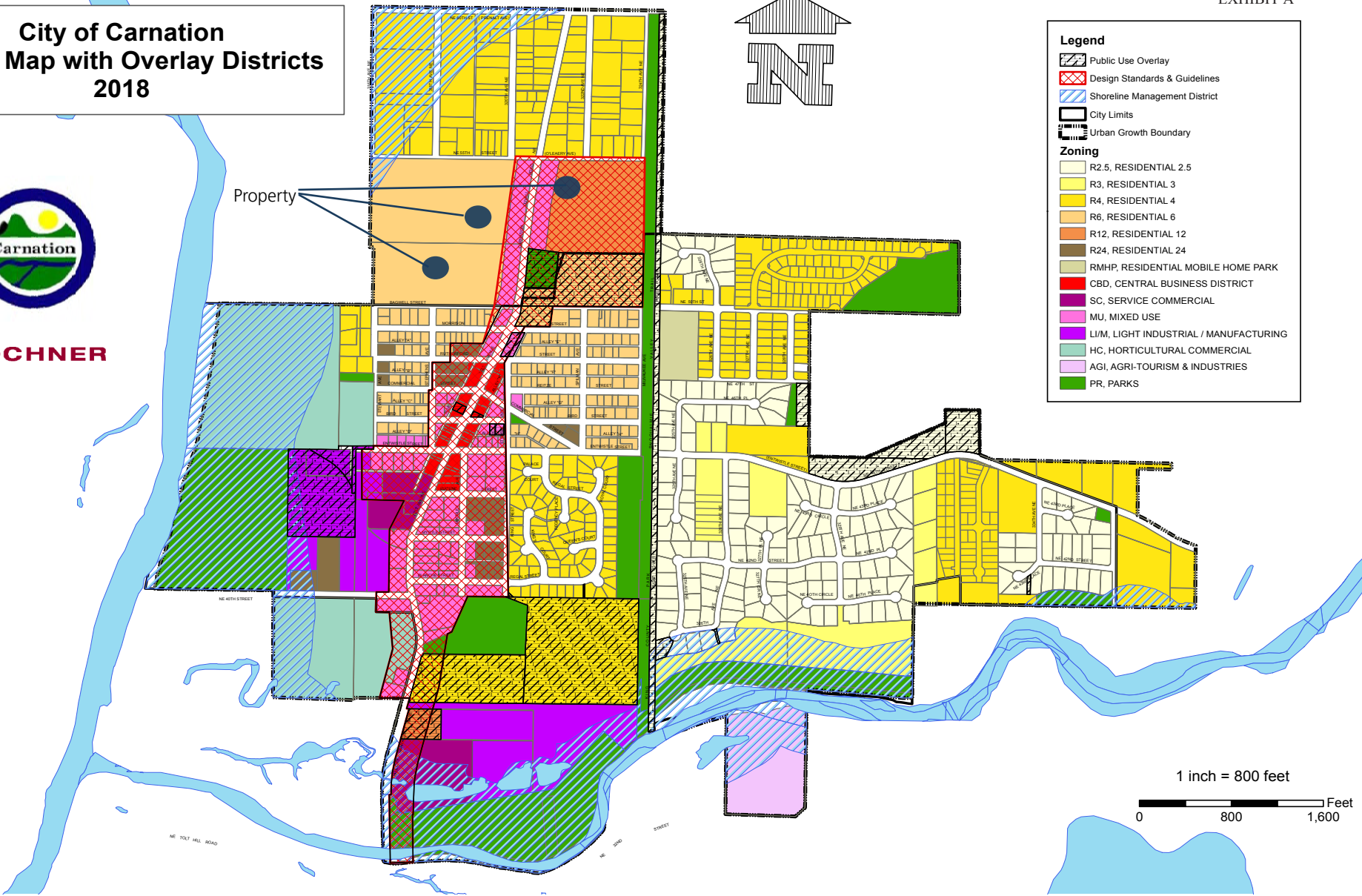


Legend

- Public Use Overlay
- Design Standards & Guidelines
- Shoreline Management District
- City Limits
- Urban Growth Boundary

Zoning

- R2.5, RESIDENTIAL 2.5
- R3, RESIDENTIAL 3
- R4, RESIDENTIAL 4
- R6, RESIDENTIAL 6
- R12, RESIDENTIAL 12
- R24, RESIDENTIAL 24
- RMHP, RESIDENTIAL MOBILE HOME PARK
- CBD, CENTRAL BUSINESS DISTRICT
- SC, SERVICE COMMERCIAL
- MU, MIXED USE
- LI/M, LIGHT INDUSTRIAL / MANUFACTURING
- HC, HORTICULTURAL COMMERCIAL
- AGI, AGRI-TOURISM & INDUSTRIES
- PR, PARKS



Provided by Carnationwa.gov



Branch Marketing Group specializes in matching local land opportunities to the needs of residential home builders and commercial developers. We bring many years of experience, real time knowledge of what's happening in the housing and land markets, and interested buyers – together – so you can leverage your position, analyze options and achieve your land and development goals.



www.branchmarketinggroup.com

Branch Marketing Group, Inc./Windermere Real Estate East, Inc. makes no warranty or representations about the content of this presentation. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates are used for example only and do not represent the current or future performance or development potential of the property.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: An ORDINANCE to amend the City Code to include a provision for the procurement and use of compostable materials.	Agenda Bill No.:	AB23-10			
	Type of Action:	ORDINANCE			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
	Date Submitted:	01-03-23			
	For Agenda of:	01-03-23			
	Expenditure Required:				
EXHIBITS: <ul style="list-style-type: none"> • Proposed Ordinance No. << ___ >> 	Amount Budgeted:				
	Appropriation Required:				
	SUMMARY STATEMENT AND DISCUSSION:				
<p>A recent State Legislative enactment requires the City to have a provision in the code for procurement and use of compostable materials. This is due to the fact that Carnation has yard waste pick-ups on a weekly basis.</p>					
<p>RECOMMENDED ACTION: I move to approve an ordinance adding Chapter 3.19A, "Environmentally Preferable Purchasing and Product Utilization," to the Carnation municipal code.</p>					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Lisk			Lisk		
Green			Green		
Passed/Failed		Passed/Failed			
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CITY OF CARNATION

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 3.19A “ENVIRONMENTALLY PREFERABLE PURCHASING AND PRODUCT UTILIZATION” TO THE CARNATION MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND SUMMARY PUBLICATION.

WHEREAS, in March 2022, HB 1799 was signed into Washington law to increase the diversion of organic materials to productive uses and to reduce methane emissions caused by landfills; and

WHEREAS, the City continues to assess the use of compost products in its government-funded projects.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. A new Chapter 3.19A of the Carnation Municipal Code is hereby added to areas follows:

Chapter 3.19A Environmentally Preferable Purchasing and Product Utilization

Section 3.19A.010 Material Procurement.

City departments shall, to the greatest extent feasible and practicable and in a manner that balances fiscal and environmental stewardship, procure and utilize environmentally preferable materials, products, and services (including construction services) in accordance with the compost procurement requirements of RCW 43.19A.150.

Section 3.19A.020 Reporting.

To the extent reports are required to the County or applicable state agencies concerning HB 1799 staff is authorized and directed to timely make such reports.

Section 2. Severability - If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality, therefore, shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Effective Date - This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in on January 1, 2023, which date shall be more than five (5) days after passage and publication.

APPROVED by the Carnation City Council this 3rd day of January 2023.

MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES



CARNATION CITY COUNCIL AGENDA Regular Meeting

Jim Ribail, Dustin Green, Ryan Burrell, Tim Harris, Adair Hawkins

DATE: January 17th, 2023

TIME: 6:00 PM

JOIN ONLINE VIA ZOOM: <https://bit.ly/3xIFY9B>

Meeting ID: 976 1525 3648

Passcode: 894903

Dial by Location: (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192

1. **CALL TO ORDER:** Mayor Gus Blegen
2. **PLEDGE OF ALLEGIANCE:** Mayor Gus Blegen
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:**

6. **CONSENT AGENDA:**
 - a) Mayor for a Day - Proclamation
 - b) Approval of Minutes for the following date(s):
 - i. Regular Session: January 3rd, 2023
 - c) Approval of Claims for the following amount(s):
 - i. \$
 - d) Approval of Payroll for the following pay period(s):
 - i.

7. **COUNCIL REPORTS AND REQUESTS:** *Council & Council Committees*

8. **STAFF REPORTS:**
 - a) External Services: City Manager Ana Cortez
 - b) Internal Services: Administrative Services Manager Lora Wilmes

9. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern*

10. PRESENTATIONS:

- a) Carnation Farms Update – Paul Shoemaker
- b) Hopelink Presentation
- c) Encompass Northwest Presentation – Nela Cumming
 - i. Carnation Fund
- d) Housing Action Plan Update Presentation- Matt Covert

11. AGENDA BILLS:

- a) AB23-XX Entering into Contract with Engineering Firm

12. DISCUSSION ITEMS:

13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of January 21st, 2023
- b) Tentative agenda for the meeting of February 7th, 2023
- c) Public Notice for Action Days – February 15th and 16th, 2023
- d) Tentative agenda for the meeting of February 21st, 2023

14. ADJOURNMENT: Mayor



PUBLIC NOTICE

WHAT: Special Meeting of the Carnation City Council
Council Retreat
WHEN: Saturday, January 21st, 2023
TIME: 8:00 AM - 5:00 P.M.
LOCATION: Carnation City Hall
4621 Tolt Avenue Carnation, WA 98014

1. Members of the Carnation City Council will attend a retreat as indicated above.
2. This public notice is released as there may be a quorum of the Council at this event.



PUBLIC NOTICE

WHAT: AWC Action Days 2023
WHEN: February 15th & 16th, 2023
TIME: 8:00 AM - 5:00 P.M.
LOCATION: Olympia, Washington

1. Members of the Carnation City Council will be attending the AWC Action Days Annual Conference.
2. This public notice is released as there may be a quorum of the Council at this event.