

LYNNWOOD CITY COUNCIL

Business Meeting

This meeting will be held electronically via Zoom. See the City of Lynnwood website for details.

Date: Monday, January 25, 2021

Time: 6:00 PM

10 CALL TO ORDER & FLAG SALUTE

20 ROLL CALL

30 APPROVAL OF MINUTES

A January 4, 2021 Work Session Minutes

B January 11, 2021 Business Meeting Minutes

40 MESSAGES AND PAPERS FROM THE MAYOR

50 PUBLIC COMMENTS AND COMMUNICATIONS

60 PRESENTATIONS AND PROCLAMATIONS

70 WRITTEN COMMUNICATIONS AND PETITIONS

80 COUNCIL COMMENTS AND ANNOUNCEMENTS

90 BUSINESS ITEMS AND OTHER MATTERS

90 .1 UNANIMOUS CONSENT AGENDA

A Confirmation of Appointment: Planning Commission Candidate Ann Guan

B Confirmation of Appointment: Planning Commission Candidate Bob Larsen

C Confirmation of Appointment: History & Heritage Board Candidate Kevin Brewer

D Interlocal Agreement - Snohomish County Inmate Housing

E Final Acceptance: 2020 Pavement Preservation Project

F Voucher Approval

90 .2 PUBLIC HEARINGS OR MEETINGS

90 .3 OTHER BUSINESS ITEMS

A Resolution- Calendar for Mid-Biennial Budget Review

B Executive Session, Potential Litigation

100 NEW BUSINESS

110 ADJOURNMENT

THE PUBLIC IS INVITED TO ATTEND

Parking and meeting rooms are accessible for persons with disabilities. Individuals requiring reasonable accommodations may request written materials in alternate formats, sign language interpreters, language interpreters, physical accessibility accommodations, or other reasonable accommodations by contacting 425-670-5023 no later than 3pm on Friday before the meeting. Persons who are deaf or hard of hearing may contact the event sponsor through the Washington Relay Service at 7-1-1.

"El estacionamiento y las salas de junta cuentan con acceso para personas con discapacidad. Las personas que requieran de adaptaciones razonables pueden solicitar materiales impresos en formatos alternativos como intérpretes de lenguaje de señas, intérpretes de idiomas, asistencia física para acceso, así como otros ajustes razonables. Pueden comunicarse al número 425-670-5023 antes de las 3:00 pm del Viernes antes a la reunión. Las personas con discapacidad auditiva o con problemas de audición pueden comunicarse con el patrocinador del evento a través del Washington Relay Service al 7-1-1."

Regular Business Meetings are held on the second and fourth Mondays of the month. They are videotaped for broadcast on Comcast Channel 21 and FIOS - Frontier Channel 38 on Wednesdays at 7:30p.m. and Sundays at 7:00a.m. and 2:00p.m.

CITY COUNCIL ITEM 30-A

**CITY OF LYNNWOOD
City Council**

TITLE: January 4, 2021 Work Session Minutes

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

DOCUMENT ATTACHMENTS

Description:

[January 4, 2021 Work Session Minutes](#)

Type:

Backup Material

1 **MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL**
2 **HELD MONDAY, January 4, 2021 AT 6:00 p.m. VIA ZOOM**
3

Mayor & Council:

Mayor Nicola Smith
Council President Christine Frizzell
Council Vice President Shannon Sessions
Councilmember Ruth Ross
Councilmember Ian Cotton
Councilmember George Hurst
Councilmember Julieta Altamirano-Crosby
Councilmember Jim Smith

Others Attending:

Corbitt Loch, Interim Finance Director
Robert Mathias, DBS

Asst. City Administrator Art Ceniza
Interim City Clerk Karen Fitzthum
Executive Assistant Lisa Harrison

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6 **Draft Council Meeting Calendar (1:36)**

- 7 • Councilmembers discussed the draft calendar presented. It was decided that the calendar should be
8 accepted as presented with the option to make changes once further information is available on
9 workload (upcoming issues to address in a timely manner).

10
11 **Discussion: Council Liaison positions (11:10)**

- 12 • Councilmembers discussed the various positions and wondered which alternate positions were
13 required by the organizations' by-laws. Executive Assistant Lisa Harrison will follow up with that
14 information.
- 15 • Council President Frizzell suggested a liaison position be created for South County Fire, which she
16 volunteered to fill. Council Vice President Sessions also made the suggestion to add a position for
17 Veteran's outreach, for which she volunteered.

18 **Discussion: Annual Council Summit Agenda Ideas (40:29)**

- 19 • Council President Frizzell reminded the council that the summit is scheduled for February 20, 2021
20 as a zoom meeting.
- 21 • Mayor Smith commented that many of the items proposed for the agenda are issues that she and the
22 staff will be bringing forward to council during upcoming council meetings. She proposed that
23 council leadership meet to decide what can be handled in meetings versus what should be addressed
24 at the summit and provide a draft agenda for their input.
- 25 • Councilmembers agreed and will take this discussion off of the agenda for the next business
26 meeting.

28 **Mayor Comments and Questions (49:27)**

- 29 • Mayor Smith emphasized how important it is to remain vigilant on social distancing, wearing masks
30 and washing hands, etc. in order to avoid the spread of Covid-19. She cited a recent case in Public
31 Works: an employee tested positive and as such several who came in contact with them are now
32 quarantined.

33

34 **Executive Session**

- 35 • None

36

37 The meeting was adjourned at 7:00 pm.

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42 _____
Nicola Smith, Mayor

CITY COUNCIL ITEM 30-B

**CITY OF LYNNWOOD
City Council**

TITLE: January 11, 2021 Business Meeting Minutes

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

DOCUMENT ATTACHMENTS

Description:	Type:
January 11, 2021 Busienss Meeting Minutes	Backup Material

CITY OF LYNNWOOD
CITY COUNCIL BUSINESS MEETING MINUTES
January 11, 2021

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10. CALL TO ORDER - The January 11, 2021 Business Meeting of the Lynnwood City Council, held via Zoom, was called to order by Mayor Smith at 6:00 p.m. A quorum was present.
20. ROLL CALL

Mayor & Council:

Mayor Nicola Smith
Council President Christine Frizzell
Council Vice President Shannon Sessions
Councilmember Ruth Ross
Councilmember Ian Cotton
Councilmember George Hurst
Councilmember Julieta Altamirano-Crosby
Councilmember Jim Smith

Others Attending:

Interim Finance Director Corbitt Loch
Deputy P&R Director Sarah Olson
Robert Mathias, DBS

Asst. City Administrator Art Ceniza
Interim City Clerk Karen Fitzthum
City Attorney Rosemary Larson
Executive Assistant Lisa Harrison

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30. APPROVAL OF MINUTES (1:00)
Motion made by Councilmember Cotton, to approve the minutes of:
A. *Work Session ~ December 7, 2020*
B. *Business Meeting ~ December 14, 2020*
The above minutes were approved as presented.
40. MESSAGES AND PAPERS FROM THE MAYOR
None
50. CITIZENS COMMENTS AND COMMUNICATIONS (4:00)
The following individuals made comments via Zoom:
- Elizabeth Lunsford, Lynnwood
 - Ted Hikel, Lynnwood
60. PRESENTATIONS AND PROCLAMATIONS
None.
70. WRITTEN COMMUNICATIONS AND PETITIONS
None
80. COUNCIL COMMENTS AND ANNOUNCEMENTS (9:00)

1 Councilmembers commented on the pandemic and recent developments in the City.

2 90. BUSINESS ITEMS AND OTHER MATTERS

3 90.1 UNANIMOUS CONSENT AGENDA (18:00)

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5 *Items listed below were distributed to Councilmembers in advance for study and were*
6 *enacted with one motion.*

7
8 *Council President Frizzell moved for unanimous consent of the following items:*

9 *a. Approve claims in the amount of \$3,466,815.74 for the period 12/4/2020 -*
10 *12/30/2020.*

11 *b. Approve payroll in the amount of \$1,086,926.17 dated 12/18/2020.*

12 *c. Approve payroll in the amount of \$1,147,182.94 dated 12/31/2020*

13 *d. Approve claims and payroll in the amount of \$3,163,142.49 and \$1,132,517.77*
14 *respectively.*

15 *Motion passed unanimously.*

16
17 90.2 PUBLIC HEARINGS OR MEETINGS

18 None

19 90.3 OTHER BUSINESS ITEMS

20 A. Election - Council President (19:00)

21 Nominees: Christine Frizzell, George Hurst

22 Councilmembers commented on the candidates and each candidate spoke to their
23 qualifications.

24 *Upon a roll call vote, George Hurst was selected as Council President by a vote*
25 *of 4 to 3.*

26
27 B. Election – Council Vice President (35:00)

28 Nominees: Christine Frizzell, Jim Smith

29 *Upon a roll call vote, Jim Smith was selected as Council President by a vote of 4*
30 *to 3.*

31
32 C. Resolution – 2021 Council Meeting Calendar (44:00)

33 Council President Frizzell reviewed the 2021 Draft Council Meeting Calendar as
34 contained in the Council Agenda Packet as well as proposed amendments.

35 Discussion followed.

36
37 *Motion made by Council Member Frizzell, seconded by Council Member*
38 *Altamirano-Crosby, A RESOLUTION OF THE CITY OF LYNNWOOD,*
39 *WASHINGTON, ESTABLISHING A SCHEDULE OF ANTICIPATED CITY*
40 *COUNCIL MEETINGS FOR CALENDAR YEAR 2021.*

41 *Motion passed unanimously.*

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43 D. Election: Council Liaisons and Alternates for External Organizations (50:00)

Councilmembers voted unanimously to elect the following positions:

- Alliance for Housing Affordability: Ian Cotton
- Community Transit: Mayor Nicola Smith (2nd year of 2- year term 2020-2021)
- Lynnwood Tourism Advisory Committee: Shannon Sessions
- Snohomish County 911 Board: Chief Nelson; George Hurst (2nd year of 2- year term 2020-2021)
- Snohomish County Health District: Christine Frizzell
- Snohomish County Tomorrow: Julieta Altamirano-Crosby

E. Council President Appointments: Council Liaisons to Internal Boards and Commissions (1:00)

Council President Hurst made the following appointments:

- Arts Commission: Julieta Altamirano-Crosby
- Audit & Ins./Finance Committee (2nd year of 2- year term 2020-2021): Rep 1 Christine Frizzell; Rep 2; George Hurst; Rep 3 Julieta Altamirano-Crosby
- Disability Board (2nd year of 2- year term 2020-2021): Rep 1 Shannon Sessions; Rep 2 Jim Smith
- History & Heritage Board: Shannon Sessions
- Human Services Commission: Ian Cotton
- Lynnwood Public Facilities District: Ian Cotton
- Diversity, Equity & Inclusion Commission: Jim Smith
- Parks & Recreation Board: Christine Frizzell
- Planning Commission: George Hurst; Chrstine Frizzell (Alternate)
- Sister City Committee: Julieta Altamirano-Crosby (2nd year of 2- year term 2020-2021)
- South County Fire: Jim Smith
- Veteran's Groups: Shannon Sessions

100. NEW BUSINESS (1:12:00)

Mayor Nicola Smith confirmed the availability of the new Council President and Vice President to attend the weekly Council Leadership Meeting at 10 a.m. on Tuesday January 12, 2021.

110. ADJOURNMENT

The meeting was adjourned at 7:14 p.m.

Nicola Smith, Mayor

CITY COUNCIL ITEM 90.1-A

CITY OF LYNNWOOD Community Development

TITLE: Confirmation of Appointment: Planning Commission Candidate Ann Guan

DEPARTMENT CONTACT: Ashley Winchell

SUMMARY:

This agenda item seeks City Council to confirm the Mayor's appointment of Ann Guan to Planning Commission Position #1. This position is open due to term limits of a previous Planning Commissioner.

As provided by Chapter 2.29 LMC, commissioners serve four-year terms. If this nomination is confirmed by the Council, Mr. Larsen will serve the planning commission through December 31, 2024.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

N/A

ACTION:

Should Ms. Guan be appointed to Position #1 of the Planning Commission?

BACKGROUND:

Ms. Guan has not served on a Board or Commission within the City of Lynnwood. Ms. Guan is an engineer for Boeing. In her interview she expressed great interest in contributing to the city she lives in.

PREVIOUS COUNCIL ACTIONS:

Ms. Guan was interviewed by City Council on January 19, 2021.

FUNDING:

N/A

KEY FEATURES AND VISION ALIGNMENT:

The duties of the planning commission involve comprehensive land use planning, preparation of new development regulation, and similar matters associated with land use.

ADMINISTRATION RECOMMENDATION:

Confirm Ann Guan to Position #1 of the Planning Commission.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.1-B

CITY OF LYNNWOOD Community Development

TITLE: Confirmation of Appointment: Planning Commission Candidate Bob Larsen

DEPARTMENT CONTACT: Ashley Winchell

SUMMARY:

This agenda item seeks City Council to confirm the Mayor's appointment of Bob Larsen to Planning Commission Position #7. This position is open due to term limits of a previous Planning Commissioner.

As provided by Chapter 2.29 LMC, commissioners serve four-year terms. If this nomination is confirmed by the Council, Mr. Larsen will serve the planning commission through December 31, 2024.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

N/A

ACTION:

Should Mr. Larsen be appointed to Position #7 of the Planning Commission?

BACKGROUND:

Mr. Larsen has previously served on the Planning Commission. He is a retired planner with experience in the City of Arlington and Everett. Mr. Larsen also led the City's Visioning effort. Mr. Larsen brings a depth of knowledge to the Planning Commission which will provide much value to the City of Lynnwood.

PREVIOUS COUNCIL ACTIONS:

City Council interviewed Mr. Larsen on January 19, 2021.

FUNDING:

N/A

KEY FEATURES AND VISION ALIGNMENT:

The duties of the planning commission involve comprehensive land use planning, preparation of new development regulation, and similar matters associated with land use.

ADMINISTRATION RECOMMENDATION:

Confirm Bob Larsen to Position #7 of the Planning Commission.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.1-C
CITY OF LYNNWOOD
Parks, Recreation, & Cultural Arts

TITLE: Confirmation of Appointment: History & Heritage Board Candidate Kevin Brewer

DEPARTMENT CONTACT: Fred Wong; Lynn D. Sordel

SUMMARY:

Position 3 of the History & Heritage Board is currently vacant. The Mayor recommends Mr. Brewer to fill the vacancy.

ACTION:

Appoint Kevin Brewer to Position 3 of the History & Heritage Board for a term expiring December 31, 2021.

BACKGROUND:

Mr. Brewer submitted his application on November 2, 2020; he was interviewed by Mayor Smith on December 10, 2020 and City Council on January 19, 2021. Mr. Brown attended a board meeting on November 10, 2020. He lives within Lynnwood's city limits.

Members of the History & Heritage Board serve for three-year terms, per City ordinance.

The present status of the History & Heritage Board is as follows:

Position 1-Crys Donovan-Term Expires December 31, 2023

Position 2-Joshua Brown-Term Expires December 31, 2023

Position 3-VACANT-Term Expires December 31, 2021

Position 4-VACANT-Term Expires December 31, 2021

Position 5-ex officio-Jeanne Rogers-Term Expires December 31, 2022

Position 6-ex officio-Gary Rogers-Term Expires December 31, 2023

Position 7-ex officio-Cheri Ryan-Term Expires December 31, 2021

ADMINISTRATION RECOMMENDATION:

Appoint Kevin Brewer.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.1-D

**CITY OF LYNNWOOD
Executive**

TITLE: Interlocal Agreement - Snohomish County Inmate Housing

DEPARTMENT CONTACT: Karen Fitzthum, City Clerk

SUMMARY:

The Police Department has contracted with Snohomish County for many years for detention of some inmates. This new interlocal agreement identifies the terms and conditions of the housing agreement through the end of 2023.

ACTION:

Authorize the Mayor to enter into an interlocal agreement with Snohomish County for Jail Services from January 1, 2021 through December 31, 2023 with an annual estimated cost of \$500,000 per year.

BACKGROUND:

The City has a long history of housing some inmates at the Snohomish County Jail. As the County Jail, they hold inmates from many jurisdictions and have provided the terms and conditions of this agreement to cities. Increases in daily fees, booking fees, and video court fees were included in this new agreement, and will increase an additional 3% at the beginning of 2023.

Snohomish County did not provide the new interlocal agreement in time to renew the services prior to the previous agreement expiration. This agreement will be retroactive to January 1, 2021.

PREVIOUS COUNCIL ACTIONS:

The council approved the previous interlocal agreements with Snohomish County, most recently the ILA ending in December 2020.

FUNDING:

Funding for inmate housing was included in the adopted biennium budget.

ADMINISTRATION RECOMMENDATION:

approve

DOCUMENT ATTACHMENTS

Description:	Type:
2021-2023 Jail Services ILA with Snohomish County	Backup Material

**INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN SNOHOMISH COUNTY AND THE CITY OF Lynnwood**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF Lynnwood (this “Agreement”), is made and entered into this ____ day of _____, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF Lynnwood, a municipal corporation of the State of Washington (the “City”) pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW (individually, a “Party” and collectively, the “Parties”).

RECITALS

A. The County, through the Snohomish County Sheriff’s Office Corrections Bureau (“Corrections”) currently maintains and operates a correctional facility known as Snohomish County Jail (the “Jail”). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the “City Inmates”), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the “Services”), as defined in Section 4 below, based on the rules and conditions set forth in the Jail’s policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall govern jail services beginning on January 1, 2021, through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party’s obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

This Agreement shall be either filed with the Snohomish County Auditor or listed on either Party’s website or other electronically retrievable public source, as provided by RCW 39.34.040 (“Effective Date”).

3. Administrators. Each Party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:

Jamie Kane, Corrections Bureau Chief
Snohomish County Sheriff’s Office
Corrections Bureau
3000 Rockefeller Avenue M/S 509
Everett, Washington 98201

City’s Initial Administrator:

Deputy Chief Rodney Cohnheim
City of Lynnwood Police Department
19100 44th Avenue W.
Lynnwood, WA 98036
425-670-5617

Either Party may change its Administrator at any time by delivering written notice of such Party’s new Administrator to the other Party.

4. Scope of Services. As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by the County in accordance with the ordinances, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County’s ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County’s Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, or its judicial and law enforcement agencies, to the County of the duty to supervise City Inmates.

4.2 City Access to City Inmates. The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

4.3 Transport of City Inmates. The City shall provide or arrange for transportation and security of its inmates to and from the Jail, including to and from City in-court appearances, except when (a) the County determines, in its sole discretion, that emergency

transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The City shall attempt to provide the County with at least twenty-four (24) hours' notice prior to transporting a City Inmate from the Jail.

4.4 Video Court. Upon request, and subject to availability and feasibility, the County will provide the City with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by the City on City property.

The County shall have discretion to set the date, time and duration of the City's Video Court. The County, in its sole discretion, will establish a maximum number of City Inmates for each video courtroom calendar based upon operational limitations. The County will provide the City with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change or cancel the City's Video Court Schedule by providing the City with at-least seven (7) days' written notice. The County will deliver the City's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the City Inmate(s) hearing time so that the City Inmate(s) may prepare for the hearing and meet with his or her respective legal counsel.

The City shall provide the County with all paperwork requiring the signature of City Inmate(s) at least thirty (30) minutes before the start of the City's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard as soon as practicable and at minimum, within two (2) judicial days.

4.5 Health Care of City Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates without consulting with the City. The County shall notify the City prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. During "Normal Business Hours", defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., the City's point of contact for City Inmate health issues will be as follows:

Duty Custody Sergeant
City of Lynnwood Police Department
19100 44th Avenue W.
Lynnwood, WA 98036
425-670-5648

Outside Normal Business Hours, the City's point of contact for City Inmate health issues will be as follows:

Duty Custody Sergeant
City of Lynnwood Police Department
19100 44th Avenue W.
Lynnwood, WA 98036
425-670-5648

Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. The County does not provide or oversee a Community Corrections Program or alternatives to confinement.

4.6.1 The term “Community Corrections Program” and “alternatives to confinement” includes but is not limited to: Electronic Home Detention, Work/Education Release, and Work Crew.

4.6.2 If the City wishes to provide a Community Corrections Program and/or “alternatives to confinement” options for City Inmates, the City shall not book such City Inmates into the Snohomish County Jail.

4.7 Administrative Booking. Upon request by the arresting officer or the City’s Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a City Inmate. The County further reserves the right to administratively book and immediately release a City Inmate when, in the sole discretion of the County’s Administrator, the County is unable to accept the City’s Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

5. Conditions of Acceptance of City Inmates. The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the arresting officer in person or the City’s judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance.

Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County’s Administrator shall have final authority to determine whether a City Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the “MAPL”). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates, but may also be applied to specific populations of inmates (i.e. security level, medical need, mental health housing, etc.). The Snohomish County Sheriff, or his or her designee, shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions’ interlocal agreements with the County; then
- (b) Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions’ interlocal agreements with the County; then
- (c) Inmates confined on Snohomish County charges or commitments.

The County’s Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days’ notice to remove City Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with applicable statutes governing the calculation of jail commitments, including with respect to earned release time pursuant to Chapter 9.94A.729 RCW and Chapter 9.92.151 RCW.

6. Payment by City.

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County’s proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order

issued by the City’s municipal court, (b) is not being held on any active County felony charge, and (c) cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City’s municipal court, and (b) by the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

6.2 Fees and Costs.

6.2.1 The County shall invoice the City a “Booking Fee” for each City Inmate for whom the County provides Services. For purposes of this Agreement, “Booking” means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates’ personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. The 2021 Booking Fee is as follows:

2021 Booking Fee
\$130.78

6.2.2 The County shall invoice the City a per calendar day “Daily Maintenance Fee” for each City Inmate for whom the County provides Services. For 2021, the Daily Maintenance Fee for all City Inmates is as follows:

2021 Daily Maintenance Fee
\$182.00

Should the Parties renew this Agreement beyond December 31, 2023, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee listed in Sections 6.2.1 and 6.2.2 shall increase on January 1 of each calendar year during the term of this Agreement by three (3) percent. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increase by September 1 of each year. In the event direct cost to the County to provide jail services increases or decreases by a rate that is more than one (1) percent over the amount of the applicable Booking Fee and Daily Maintenance Fee, the Parties agree that the costs for the remainder of the term shall be renegotiated based on actual direct costs.

6.2.4 The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not

include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses covered by the City Inmate's health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts received from the City Inmate's own health insurance and applicable public assistance before billing the City.

6.2.5 The County shall invoice the City a "Video Court Fee" for each scheduled hour of Video Court time. The 2021 Video Court Fee per hour is:

2021 Video Court Fee
\$216.62

The County may increase the Video Court Fee upon thirty (30) days' notice to the City.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each Party may examine the other Party's books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. Indemnification/Hold Harmless.

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

or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

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

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified Party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. Compliance with Laws. In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of

such failure to the non-performing Party. The non-performing Party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing Party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a Party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County’s request, remove all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

13. **Dispute Resolution.** In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be

resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County or King County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.11 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from

performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CITY:

City of Lynnwood, a Washington municipal corporation

By _____
Name: Dave Somers
Title: County Executive

By _____
Name: Rodney Cohnheim
Title: Deputy Chief of Police

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

Approved as to Indemnification and Insurance:

Risk Management

EXHIBIT A

Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
 - a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
 - b. If there is one felony charge but no DOC hold, do not invoice.
 - c. If there are no felony charges, go to Step 3.
2. Select "Arresting Agency DOC-Parole-Olympia."
 - a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
 - b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
 - c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.
3. Select "All Misdemeanor Charges."
 - a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
 - b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.

4. Drop jurisdictions with closed charges.

Example: City X has one open misdemeanor charge, and City Y has one open misdemeanor charge. City Y's charge is closed. City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.

CITY COUNCIL ITEM 90.1-E

**CITY OF LYNNWOOD
Public Works**

TITLE: Final Acceptance: 2020 Pavement Preservation Project

DEPARTMENT CONTACT: David Mach & Mike Whaley

SUMMARY:

This project involved the re-surfacing of 68th Ave West from 196th St SW to 204th St SW through full depth asphalt replacement and grind & overlay of the existing asphalt. The project has been completed and is ready for final acceptance.

ACTION:

Grant final acceptance of the work performed under the contract for the 2020 Pavement Preservation Project, subject to the requirements of appropriate State and Federal agencies and ultimately release of retainage to the contractor, if any.

BACKGROUND:

Bids for this project were opened on February 26, 2020. On March 23, 2020 the City Council awarded the contract to Granite Construction Co. of Everett, WA in the amount of \$1,694,742.50 including applicable sales tax. Notice to proceed was issued effective April 30, 2020 with physical completion on September 14, 2020. One (1) change order was processed for the project. The total final payment, including sales tax is as follows:

Original Contract Amount	\$1,694,742.50	
Change Order No. 1	20,645.89	Bid Item Reconciliation
New Authorized Contract	<u>\$1,715,388.39</u>	

Final Contract Amount \$1,715,388.39

PREVIOUS COUNCIL ACTIONS:

March 23, 2020 – Construction Contract Award

FUNDING:

Fund 150 -Transportation Benefit District (TBD) : \$1,749,000.00

Fund 412 – Utilities: \$55,000.00

KEY FEATURES AND VISION ALIGNMENT:

The Lynnwood Community Vision states that the City is to be a welcoming city that builds a healthy and sustainable environment. The project supports that vision and results in an important improvement to the City's infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. This project is a supporting capital project that is listed in the City of Lynnwood Capital Facilities Plan.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.1-F

**CITY OF LYNNWOOD
Administrative Services**

TITLE: Voucher Approval

DEPARTMENT CONTACT: Corbitt Loch

SUMMARY:

Approve claims in the amount of \$2,883,682.82 for the period 12/31/2020 - 1/15/2021.

Approve payroll in the amount of \$1,202,252.05 dated 1/15/2021.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.3-A

CITY OF LYNNWOOD Administrative Services

TITLE: Resolution- Calendar for Mid-Biennial Budget Review

DEPARTMENT CONTACT: Corbitt Loch

SUMMARY:

In odd-number years, the Lynnwood Municipal Code (LMC 2.72.020) calls for adoption by resolution a planning calendar for mid-biennial review and modification of the adopted Budget. This agenda item was provided as a Memorandum For Future Action agenda item on January 19.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Is the calendar for the mid-biennial review of the adopted 2021-2022 Budget appropriate as written?

ACTION:

Approve the draft resolution.

BACKGROUND:

Each year, a budget calendar is approved by the City Council. For odd-number years, the calendar provides for the mid-biennial review and modification of the adopted budget. This review process is scheduled to align with the City Council's consideration of the property tax levy for 2022.

A public hearing is required prior to adoption of the biennial budget and the adoption of mid-biennial modifications to the adopted budget. No hearing is required for other budget amendments that occur intermittently as needed.

PREVIOUS COUNCIL ACTIONS:

This action occurs in January each year.

FUNDING:

NA

KEY FEATURES AND VISION ALIGNMENT:

Mid-biennial budget modifications allow for adjustments necessitated by changing conditions.

ADMINISTRATION RECOMMENDATION:

Approve the draft resolution as written.

DOCUMENT ATTACHMENTS

Description:	Type:
Resolution 2021 Budget Planning Calendar	Backup Material



RESOLUTION NO. 21-__

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON,
ADOPTING THE 2021 BUDGET PLANNING CALENDAR IN ACCORDANCE
WITH CHAPTER 2.72 OF THE LYNNWOOD MUNICIPAL CODE.**

WHEREAS, in accordance with Chapter 35A.34 RCW and Chapter 2.72 LMC, the City has adopted a biennial budget process; and

WHEREAS, LMC 2.72.020 calls for the adoption of a budget planning calendar by January 31st of each year; and

WHEREAS, the provisions of LMC 2.72.020 apply to the adoption of the biennial budget during even-number years and a mid-biennial review and modification of the adopted budget during odd-number years, and not to other budget amendments that may occur during the biennium; and

WHEREAS, this Resolution complies with Chapter 2.72 LMC and with Washington State Law governing the use of biennial budgets; now therefore

THE CITY COUNCIL OF THE CITY OF LYNNWOOD DOES RESOLVE AS FOLLOWS:

Section 1. Adoption of budget planning calendar for 2021.

The following events and dates shall comprise the planning calendar for the mid-biennial review and modification of the adopted 2021-2022 Budget.

Process, Mid-Biennial Review and Modification	Citation	Date
Review Budget Modifications by Finance Committee	NA	October 28, 2021
Review Budget Modifications by City Council (Work Session)	NA	November 1, 2021
Publish notice of public hearing	RCW 35A.34.100	November 6, 2021
Public hearing (Business Meeting)	LMC 2.72.070	November 22, 2021
Review by City Council (Work Session) <i>if needed</i>	NA	November 29, 2021 December 6, 2021
Adoption by City Council (Business Meeting)	LMC 2.72.070	December 13, 2021

Section 2. The budget planning calendar established by Section 1 of this Resolution applies to the mid-biennial review and modification authorized by RCW 35A.34.130 and LMC 2.72.070, and is for planning and scheduling purposes only. The City Council retains its full authority to add, delete or move activity dates, as the Council deems necessary and appropriate, and as consistent with State law and the Lynnwood Municipal Code.

This resolution was adopted by the City Council at its meeting held January 25, 2021.

RESOLVED this 25th day of January 2021.

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

Karen Fitzthum, Interim City Clerk

CITY COUNCIL ITEM 90.3-B

**CITY OF LYNNWOOD
Executive**

TITLE: Executive Session, Potential Litigation

DEPARTMENT CONTACT: Karen Fitzthum, Acting City Clerk and Chief Procurement Officer

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available