

**LYNNWOOD  
CITY COUNCIL  
Work Session**

**Date: Tuesday, January 19, 2021**

**Time: 6:00 PM**

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

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6:00 PM	<b>A</b>	Roll Call
6:05 PM	<b>B</b>	Comments and Questions on Memo Items
6:10 PM	<b>C</b>	Interview: Planning Commission Candidate Ann Guan
6:30 PM	<b>D</b>	Interview: Planning Commission Candidate Bob Larsen
6:50 PM	<b>E</b>	Interview: History & Heritage Board Candidate Kevin Brewer
7:05 PM	<b>F</b>	Housing Action Plan Update
8:05 PM	<b>G</b>	Break
8:15 PM	<b>H</b>	Discussion: Process to Amend the Strategic Plan, 2018-2022
8:40 PM	<b>I</b>	2021 Legislative Priorities Discussion
8:55 PM	<b>J</b>	Mayor Comments and Questions
9:00 PM	<b>K</b>	Council President and Council Comments
9:05 PM	<b>L</b>	Executive Session, If Needed
		Adjourn

**Memorandums for Future Agenda Items:**

- M-1 Resolution- Calendar for Mid-Biennial Budget Review
- M-2 Final Acceptance: 2020 Pavement Preservation Project
- M-3 Interlocal Agreement - Snohomish County Inmate Housing

**Memorandums for Your Information:**

**Contact: Executive Office (425) 670-5001**

## CITY COUNCIL ITEM A

### CITY OF LYNNWOOD Executive

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**TITLE:** Roll Call

**DEPARTMENT CONTACT:** Leah Jensen

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available

## CITY COUNCIL ITEM B

### CITY OF LYNNWOOD Executive

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**TITLE:** Comments and Questions on Memo Items

**DEPARTMENT CONTACT:** Leah Jensen

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available

## CITY COUNCIL ITEM C

### CITY OF LYNNWOOD Community Development

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**TITLE:** Interview: Planning Commission Candidate Ann Guan

**DEPARTMENT CONTACT:** Ashley Winchell

**SUMMARY:**

This agenda item seeks direction to schedule City Council confirmation of 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, Ms. Guan will serve the planning commission through December 31, 2024.

**POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:**

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

**ACTION:**

Authorize staff to schedule Council confirmation for January 25, 2021.

**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:**

Not applicable.

**FUNDING:**

Not applicable.

**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:**

Direct staff to schedule Council confirmation of Ms. Guan to Position #1 of the Planning Commission.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Planning Commission Application</a>	Exhibit

# Board and Commission Application



Submission date: 14 January 2020, 6:56PM

Receipt number: 4

Related form version: 1

Question	Response
All Are Welcome	
Name	Yian Guan
Address	
Phone	
Alternate Phone	
Email Address	
Are you a registered voter in the City of Lynnwood?	Yes
Are you a registered voter somewhere else?	No
Please choose the Board or Commission for which you are applying	Planning Commission
Why are you interested in serving on this board or commission?	I am interested in learning from the serving experience of and contributing to the city which I reside. I prefer Planning Commission board because of my curiosity of the city planning process, in fact, I welcome all opportunities that comes my way, doesn't need to be Planning Commission, I would be equally elated for Arts Commission, Parks and Recreation, Tourism etc. I am also interested in serving because I want to get to know more people and build meaningful relationship with my neighbors.
What do you perceive as the role of a board or commission member?	I will be representing the residents of Lynnwood, and act on behalf of the residents with the best of our interest in mind.
How would you represent the interests of the community?	I am an early career, young, minority female professional, which I believe is rare for current board and commissions members. I can bring in fresh perspectives for the future city which is built for all generations living healthy and enjoyable lives.
List any experiences that may assist you in serving in this role.	i do not have any past government board or commission experiences. I am starting from zero. I am eager to learn, enjoy learning from everybody, and would love to contribute to the city I live in. I am a conscientious engineer while embracing my subjective feelings.

List any other information you would like us to consider.	I love learning and half bottle full kind of person. I thrive in challenges. My highest education is master of science in Aerospace Engineering. I'll be pursuing of my MBA with UW. Have been working with Boeing for 7 years. That doesn't mean I know anything, it just means I'm capable of picking new challenges up and do my best!
Optional resume upload	
Date	01/14/2020

## CITY COUNCIL ITEM D

### CITY OF LYNNWOOD Community Development

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**TITLE:** Interview: Planning Commission Candidate Bob Larsen

**DEPARTMENT CONTACT:** Ashley Winchell

**SUMMARY:**

This agenda item seeks direction to schedule City Council confirmation of 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:**

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

**ACTION:**

Authorize staff to schedule Council confirmation for January 25, 2021.

**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:**

Not applicable.

**FUNDING:**

Not applicable.

**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:**

Direct staff to schedule Council confirmation of Mr. Larsen to Position #7 of the Planning Commission.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Planning Commission App - Larsen</a>	Backup Material





# Board and Commission Application



Submission date: 6 November 2020, 7:51PM

Receipt number: 56

Related form version: 2

Question	Response
All Are Welcome	
Name	Robert Larsen
Address	
Phone	
Alternate Phone	
Email Address	
Are you a registered voter in the City of Lynnwood?	Yes
Are you a registered voter somewhere else?	No
Please choose the Board or Commission for which you are applying	Planning Commission
Why are you interested in serving on this board or commission?	Background in land use Planning, City of Everett, City of Arlington.
What do you perceive as the role of a board or commission member?	Meet with staff and public, make recommendations to City Council based on adopted policies.
How would you represent the interests of the community?	Try to make recommendations that best serve the greater community.
List any experiences that may assist you in serving in this role.	Past Director of Planning, City of Arlington. Retired City of Everett long range planner.
List any other information you would like us to consider.	Lynnwood resident and home owner past 32 years. Chair, Lynnwood Visioning Task Force.
Optional resume upload	
Date	11/06/2020

**CITY COUNCIL ITEM E**  
**CITY OF LYNNWOOD**  
**Parks, Recreation, & Cultural Arts**

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**TITLE:** Interview: 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:**

Interview Kevin Brewer, applicant for the History & Heritage Board.

**BACKGROUND:**

Mr. Brewer submitted his application on November 2, 2020 and was interviewed by Mayor Smith on December 10, 2020. Mr. Brown attended a board meeting on November 10, 2020. Mr. Brown 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:**

Interview Kevin Brewer.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Application</a>	Backup Material

# Board and Commission Application




Submission date: 2 November 2020, 1:21PM

Receipt number: 53

Related form version: 2

Question	Response
All Are Welcome	
Name	Kevin Brewer
Address	[REDACTED] Lynnwood, WA 98037
Phone	[REDACTED]
Alternate Phone	[REDACTED]
Email Address	[REDACTED]
Are you a registered voter in the City of Lynnwood?	Yes
Are you a registered voter somewhere else?	No
Please choose the Board or Commission for which you are applying	History and Heritage Board
Why are you interested in serving on this board or commission?	-I want to be involved in public service. I would like the opportunity to give something back to the community where I live and where I raised my 3 children. -Interested in bringing community perspectives to our elected leaders (Mayor and City Council). -I have a lifelong passion and interest in history. I am an avid reader of history, but I enjoy it most when I can interact with history through more hands-on situations. -I have lived in Lynnwood since 1995. I was born and raised in Bremerton. I see a similarity in the perceptions of where a town is seen as typified by a single factor (Bremerton – Puget Sound Naval Shipyard, Lynnwood - Alderwood Mall). I see Lynnwood as having an unrealized potential for connecting the varied heritages flowing through the city with its current and future residents. -I love new things to experience and think about.

What do you perceive as the role of a board or commission member?	Stewarding the collection, preservation, and presentation of Lynnwood's historical and heritage related information to the wider community. - Collaborating with community stakeholders on historical/heritage issues that are important to them. -Ensuring that we broaden the opportunities for the community to engage with our Municipal government on issues of heritage or historical interest. -Research and study the historical or heritage issues identified with an eye towards assisting our municipal government leaders in crafting effective policies or legislation appropriately informed by those historical or heritage issues.
How would you represent the interests of the community?	-I would start by being accessible and transparent in my dealings with our community stakeholders. -I would actively listen to those stakeholders as they bring forward historical or heritage issues or interests. -I would then collaborate with my fellow board members, the various stakeholders and the municipal government to research and understand the issues with the goal of crafting a thoughtful, compassionate and effective method for moving those interests forward in an inclusive and responsible manner
List any experiences that may assist you in serving in this role.	-I have lived in Washington State for my entire life and am passionate about the boundless wonders present in our local area and communities. -I have over 29 years of experience as an Engineer and Engineering leader with problem solving and team building in a diverse cultural environment.
List any other information you would like us to consider.	I recently retired from the Boeing Company, so I have some time to give back to my community for issues that interest me.
Optional resume upload	
Date	11/02/2020

## CITY COUNCIL ITEM F

### CITY OF LYNNWOOD Community Development

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**TITLE:** Housing Action Plan Update

**DEPARTMENT CONTACT:** Kristen Holdsworth, AICP

#### **SUMMARY:**

The City received a \$100,000 grant to develop a Housing Action Plan. The following work session is to update City Council on activities to date. At the upcoming Council meeting staff will provide a brief overview of our December memos and spend the majority of time discussing draft strategies for the Housing Action Plan.

#### **POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:**

There are no immediate policy questions right now. Future policy questions and actions may be needed as this plan progresses.

#### **ACTION:**

To review draft strategies of the Housing Action Plan and provide an opportunity for Council input regarding the Housing Action Plan.

#### **BACKGROUND:**

In Fall 2019, the City of Lynnwood applied for and received a \$100,000 grant from the Department of Commerce (under ES2HB 1923) to develop a Housing Action Plan. The Housing Action Plan will be a strategy and implementation document to comprehensively ensure that a variety of housing is available and affordable for people of all income levels in Lynnwood. The Plan will address current housing needs as well as those of the projected future population.

The project scope is summarized as follows:

- Deliverable 1: Project Purpose Statement (Complete). This task included a project kick-off meeting with the consultants and the establishment of a common understanding of the project.
- Deliverable 2: Existing Conditions and Needs Analysis Reports (Complete). This task includes a Housing Needs Assessment (HNA) to identify future housing needs to serve all segments of the community. It will also include a review of the City's existing policies and programs to identify what is working and where gaps exist.
- Deliverable 3a: Public Engagement Plan (Complete). This task includes the creation of a Public Engagement Plan to identify robust opportunities for feedback from Lynnwood's diverse community members. The Public Engagement Plan will be utilized throughout the duration of the project.
- Deliverable 3b – Project Goals and Objectives (Complete). This task will combine feedback from the Existing Conditions and Needs Analysis Reports (Deliverable 2) to identify the draft Housing Action Plan's goals and objectives.
- Deliverable 4 – Draft Housing Action Plan (In Progress). This task will develop strategies to increase housing supply and preserve naturally occurring affordable housing. Strategies will increase affordability, stabilize or reduce housing costs, and minimize displacement.
- Deliverable 5 – Final Housing Action Plan (Adopted June 2021). This task will include revisions to the draft Housing Action Plan.

Staff will continue to schedule periodic briefings with Planning Commission and Council throughout the project to provide updates and seek input. The final Housing Action Plan will be presented to Council for adoption in Spring 2021.

## **PREVIOUS COUNCIL ACTIONS:**

Council reviewed the Lynnwood Housing White Paper in July 2019. In late 2019 Council established the Council Housing Policy Committee. Council has received updates at the 2020 Council Retreat; through FYI memos on June 1, 2020, December 7, 2020, and December 23, 2020; presentations on August 3, 2020, September 21, 2020, October 19, 2020, and November 30, 2020; and via participation on the Council's Housing Policy Committee.

## **FUNDING:**

Funding for this project is provided through a Department of Commerce \$100,000 grant. The grant funding began in February 2020 and ends June 2021. As a condition of the grant, if the City does not adopt a Housing Action Plan by June 2021 it will forfeit \$30,000 dollars in reimbursement of consultant work.

## **KEY FEATURES AND VISION ALIGNMENT:**

- To be a welcoming city that builds a healthy and sustainable environment.
- To be a cohesive community that respects all citizens.
- To be a city that is responsive to the wants and needs of our citizens.

## **ADMINISTRATION RECOMMENDATION:**

No administrative recommendation is needed at this time.

## **DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">Staff Memo</a>	Memo
<a href="#">Presentation</a>	Presentation

**Topic: Update - Housing Action Plan****Staff Memo**

- ☐ Public Hearing
- ☒ Work Session
- ☐ Other Business
- ☐ Information
- ☐ Miscellaneous

Staff Contact: Kristen Holdsworth, AICP, Senior Planner, Development and Business Services

This memo provides an update on efforts for Lynnwood's Housing Action Plan that have occurred since staff last presented to Council at the November 30, 2020 Work Session. At the upcoming Council meeting staff will provide a brief overview of our December memos and spend the remaining time discussing draft strategies for the Housing Action Plan.

**Housing Action Plan Background**

In Fall 2019, the City of Lynnwood applied for and received a \$100,000 grant from the Department of Commerce (under ES2HB 1923) to develop a Housing Action Plan. The Department of Commerce grant funding began in February 2020 and ends June 2021. As a condition of the grant, if the City does not adopt a Housing Action Plan by June 2021 it will forfeit \$30,000 dollars in reimbursement of consultant work.

**Housing Action Plan Goals and Draft Strategies**

City staff and the community have worked together to set clear, actionable goals and strategies to meet Lynnwood's housing needs. For additional information about this process please refer to previous staff reports and memos to Council (also available at [www.lynnwoodwa.gov/housingactionplan](http://www.lynnwoodwa.gov/housingactionplan)).

Based on the Housing Needs Assessment report findings and public engagement, we have identified four goals for the Housing Action Plan:

1. **PRODUCE.** Produce housing that meets the needs of the community.
2. **PRESERVE.** Preserve existing housing that is affordable and safe so that people can stay in Lynnwood.
3. **PARTNER.** Partner with housing educators, providers, and other groups to find equitable housing solutions and remove systemic barriers.
4. **PREPARE.** Prepare for continued growth and increase quality of life in Lynnwood.

We have identified 10 draft strategies to implement the Housing Action Plan's goals. They are broken into two overarching policies: encourage additional

housing units and address the impacts of an increasingly expensive housing market. At the upcoming meeting staff will present more information about each strategy.

GOALS					
	Draft Strategy	Produce	Preserve	Partner	Prepare
Strategies that encourage additional housing units	1: Continue growth in Regional Growth Center (Alderwood and City Center) and along major transportation corridors.	●		●	●
	2: Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions.	●			
	3: Strategically rezone areas to increase missing middle housing, allow for rehabilitation of existing multifamily structures, and reduce barriers to income-restricted units.	●	●	●	●
	4: Revise the Multifamily Tax Exemption (MFTE) program.	●	●		
	5: Partner with local housing providers.	●		●	
Strategies that address the increasingly expensive housing market	6: Support third-party purchases of existing affordable housing to keep units affordable.		●	●	
	7: Work with faith-based and non-profit organizations.	●		●	●
	8: Develop a rental registry program.		●		
	9: Encourage amenities that enhance quality of life.	●			●
	10: Continue community conversations about housing.			●	●



### **Next Steps**

- **January 28** – Planning Commission Update
- **Mid-February through Early March** – Draft Housing Action Plan Public Release
- **March** – Planning Commission Briefing + Hearing
- **April** – Council Briefing + Hearing

### **Attachments**

- Presentation

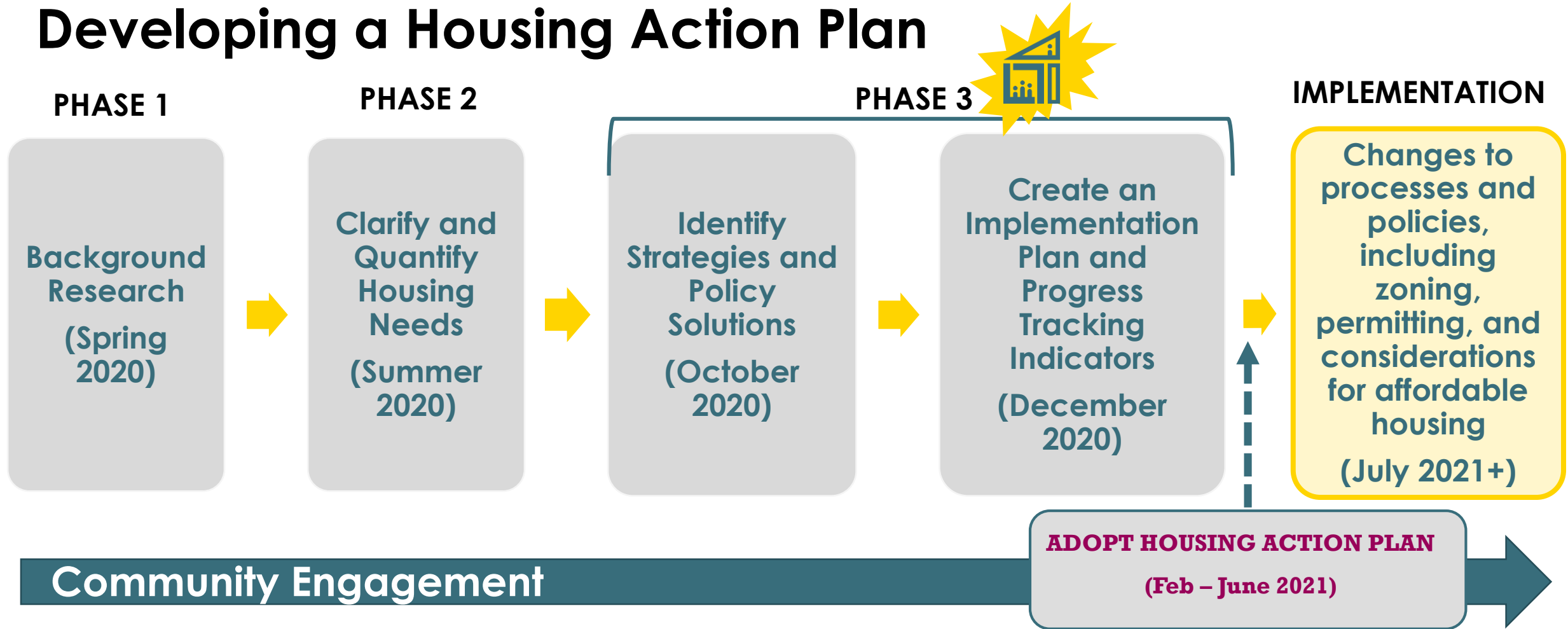


# LYNNWOOD HOUSING ACTION PLAN

## City Council Update

January 19, 2021

# Developing a Housing Action Plan



F-7



# POLICY AND CODE REVIEW

F-8



1. **The Snohomish County Housing Affordability Regional Task Force (HART).** The City has implemented all of the early-action items and a majority of the five-year actions.
2. **The Multifamily Tax Exemption (MFTE)** program in the City Center subarea.
3. **Streamlined Permitting Process/Process Improvements**
4. **SHB 1406** revenue for housing \$196,581 (dependent on sales tax) annually for the next 20 years.
5. **Regional Coordination** – AHA, Interlocal Agreement with HASCO, etc.

F-9



1. Overall, Lynnwood has been **successful** at increasing the number of new housing units.
2. The city's policy focus on creating the City Center subarea and **focusing growth in designated subareas is working**, although some subareas are performing better than others.
3. City policy references the **need for housing diversity**. While several “**missing middle**” housing types are allowed across a range of zones, the total acreage of these zones (and potential for redevelopment) is **limited**.
4. The development code contains **inconsistencies and seemingly small requirements** that lead to significant challenges for implementation.

F-10





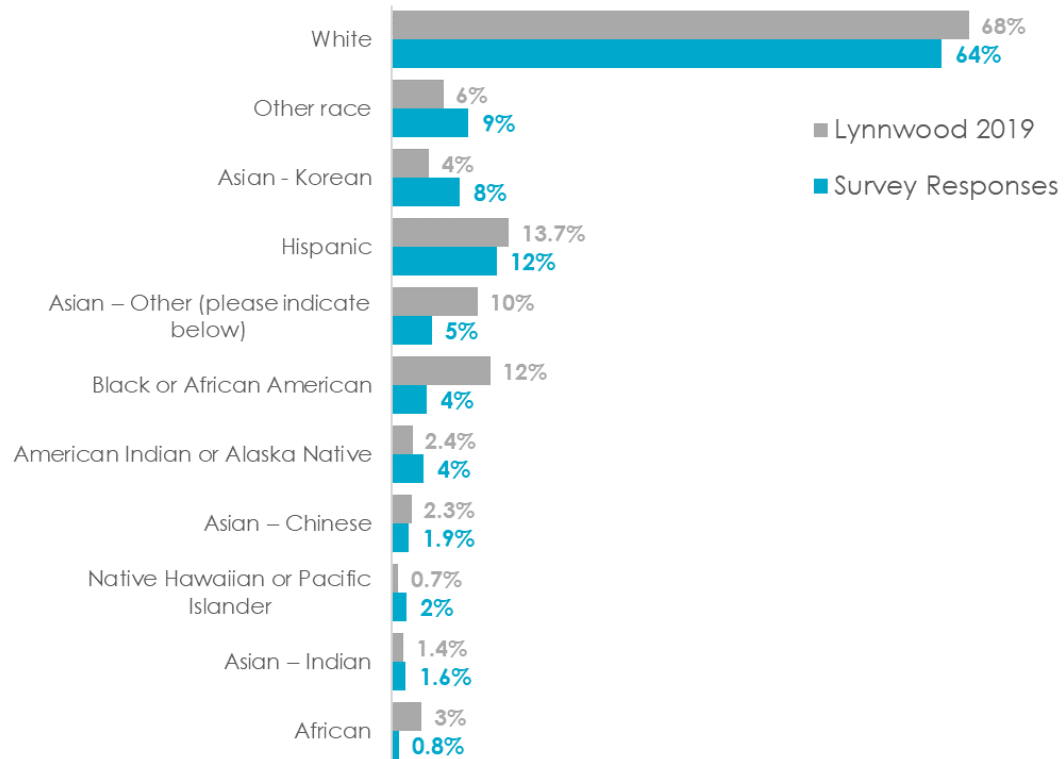


## PUBLIC ENGAGEMENT

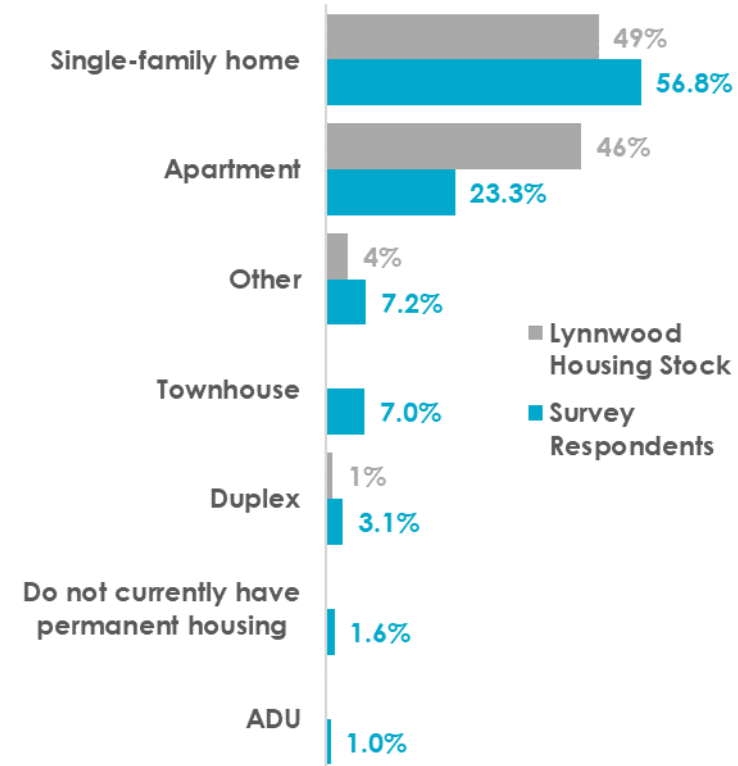
F-11

# Who have we heard from?

## Respondents, by race and/or ethnic identity



## Respondents, by housing type



F-12



# Who have we heard from?

- **Zip codes**

- 98036 (35%) South and east - Lynnwood golf course across I-5 to Alderwood
- 98037 (29%) Central – Meadowdale High School to Alderwood Middle School
- 98087 (19%) North – Martha Lake and Lake Serene

- **Age Brackets**

- 20-44 (43%)
- 45-64 (39%)
- 65 and older (18%)

When you are looking  
for a place to live,  
what is most important  
to you?

Top 5 Responses

Safety

369

Cost

365

Character/visual appeal  
of the home

196

Close to grocery stores or  
other food sources

195

Commute time

176

# Different Housing Types

## ADUs

- Homeowners feel that **cost and complexity** are the biggest barriers to building an ADU
- Renters express that **privacy and proximity to a landlord** are the least desirable traits of ADUs
- 17% who responded (43 people) say that they **would enjoy living in an ADU**



F-15



# Different Housing Types

## Duplexes/Triplexes/Fourplexes

- Like that they are **more affordable** than single-family homes
- Feel that that **fit well** in existing neighborhoods
- Could see this type **throughout residential neighborhoods** in Lynnwood
- Concerns about **parking and traffic**



F-16

# Different Housing Types

## Townhomes

- Like that they offer **affordable home ownership** opportunities
- Could see this type **throughout Lynnwood**
- Concerns about **parking and traffic**
- Hesitations around **HOA fees and restrictions**

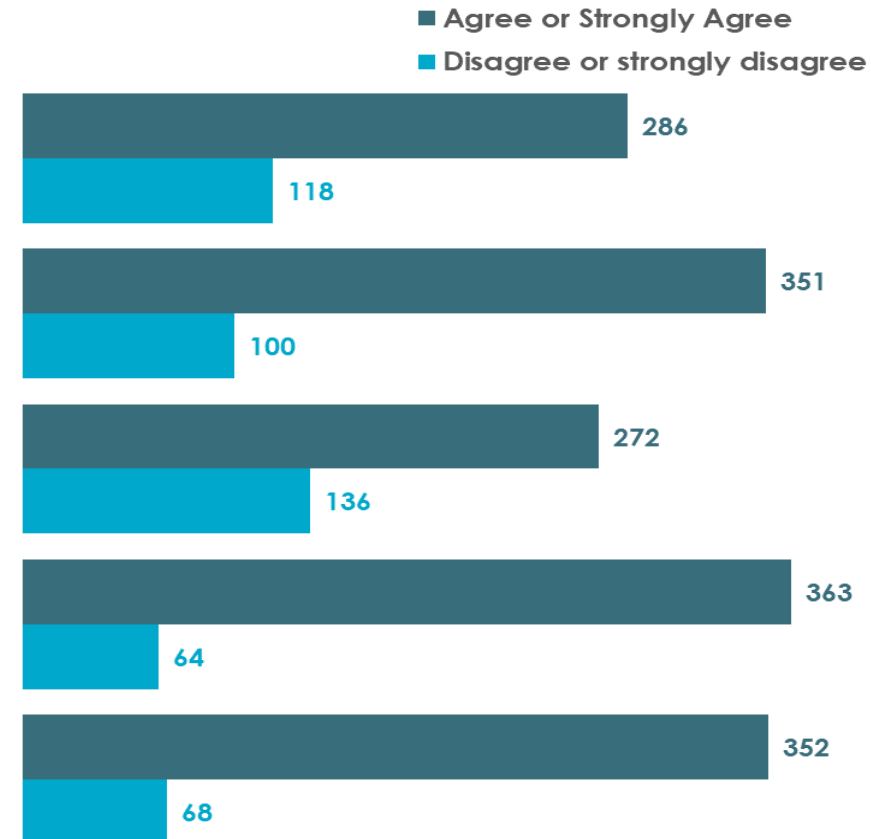


F-17

# Different Housing Types

## Agree / Disagree Statements

- The city should offer **incentives** to developers for inclusion of affordable housing
- The city should **require** developers to **build affordable housing**
- I am concerned that I will not be able to live in Lynnwood because of **housing costs**
- I would like the city to create a **rental inspection program**
- I would like to see more **renter/tenant protections** in Lynnwood

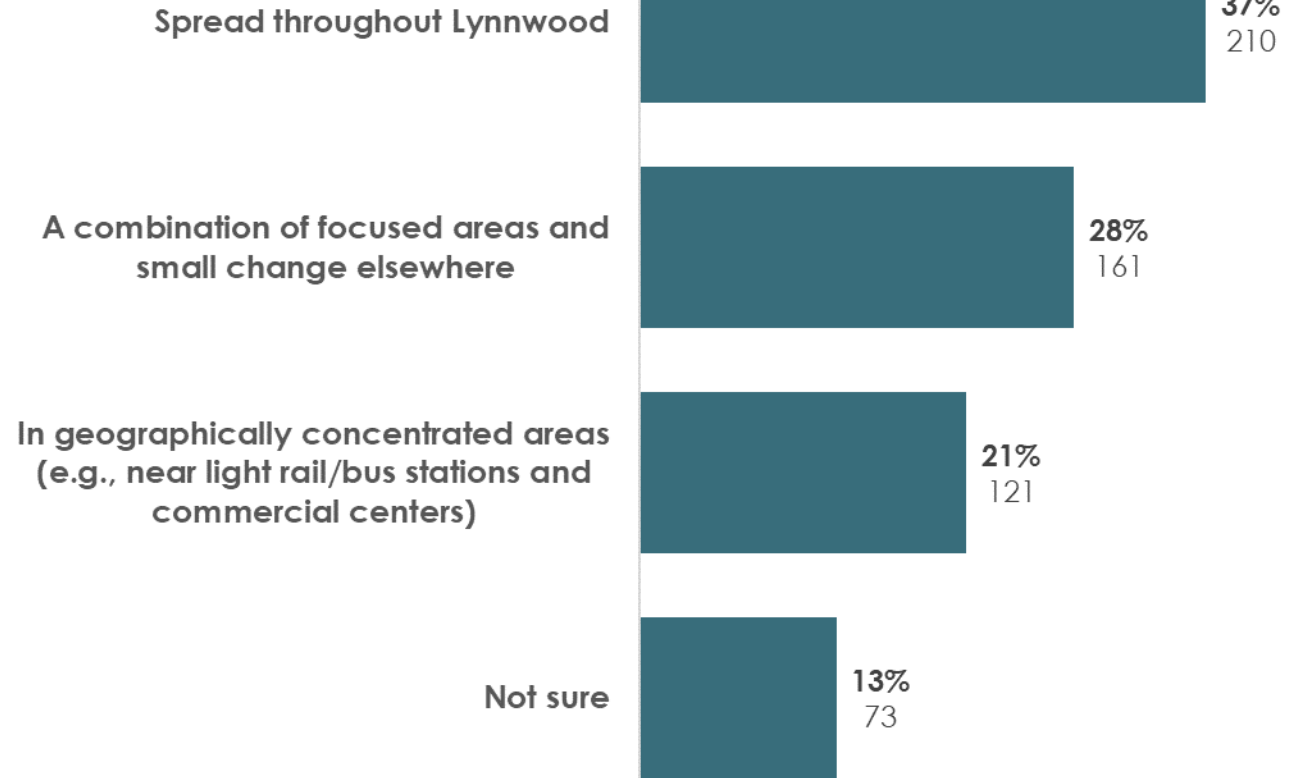


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**Lynnwood needs  
10,000 housings units  
by 2044.**

**In general, where would you  
like to see more homes?**



# Housing Action Plan Goals

## PRODUCE

Produce housing that meets the needs of the community.

## PRESERVE

Preserve existing housing that is affordable and safe so that people can stay in Lynnwood.

## PARTNER

Partner with housing educators, providers, and other groups to find equitable housing solutions and remove systemic barriers.

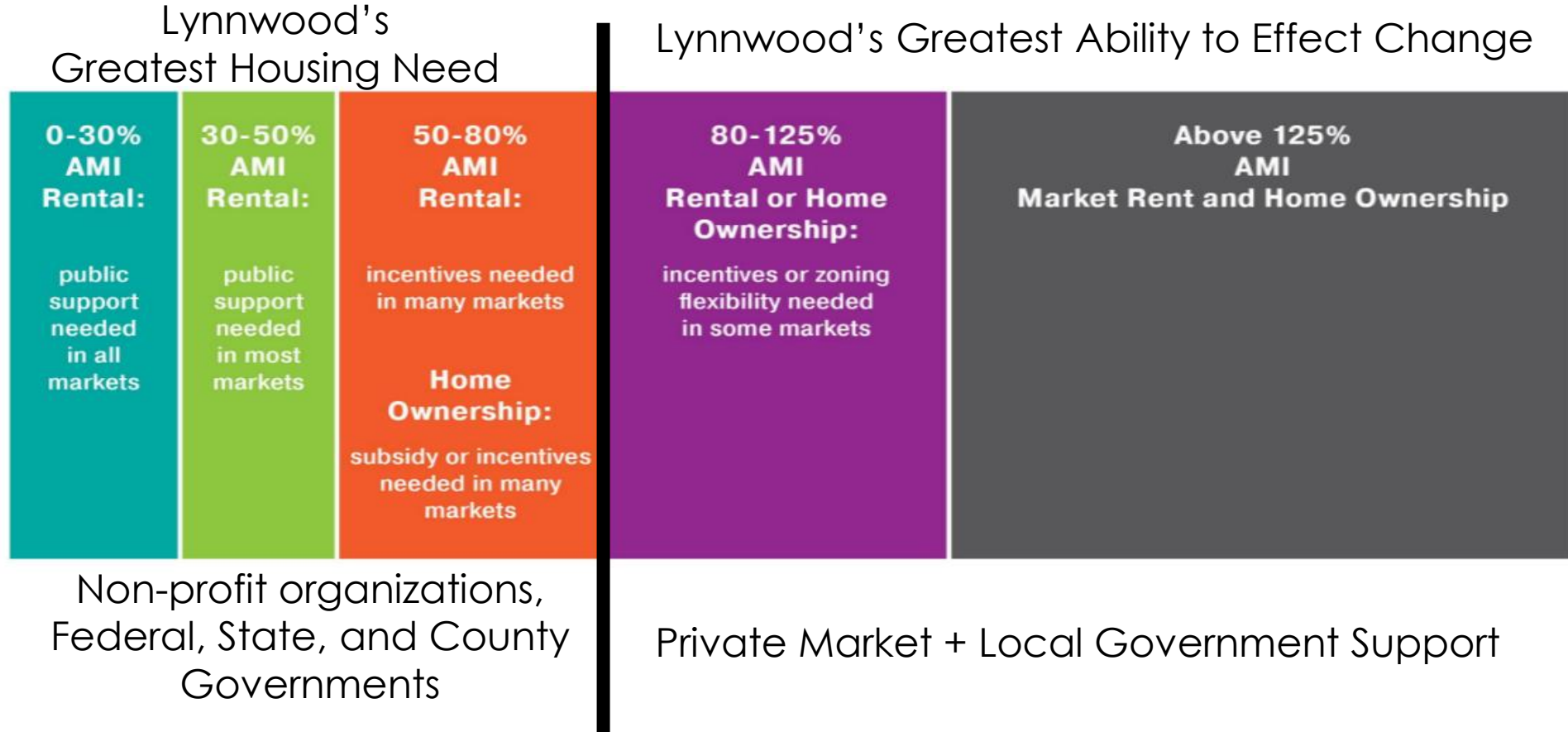
## PREPARE

Prepare for continued growth and increase quality of life in Lynnwood.



# Different strategies for different needs

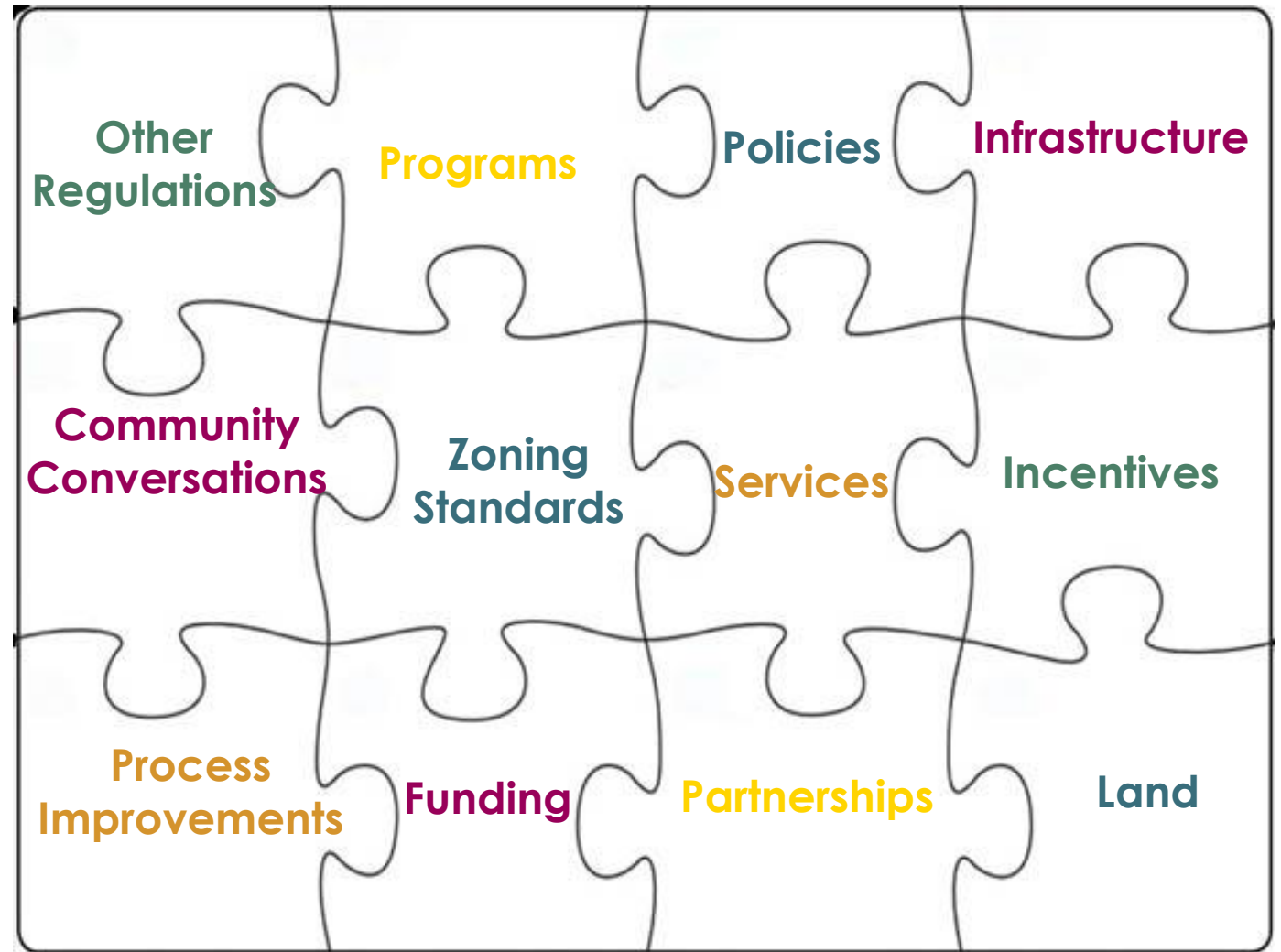
- LOWER housing costs require GREATER public intervention



F-21

# Strategies

Putting the Pieces Together



F-22

# Local Government's Role on Addressing Housing Affordability

1. Policy and Regulatory Actions
2. Funding
3. Community Outreach and Engagement



F-23

## Strategies that encourage additional housing units

1. Continue growth in Regional Growth Center (Alderwood and City Center) and along major transportation corridors.
2. Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions.
3. Strategically rezone areas to increase missing middle housing, allow for rehabilitation of existing multifamily structures, and reduce barriers to income-restricted units.
4. Revise the Multifamily Tax Exemption (MFTE) program.
5. Partner with local housing providers.

## Strategies that address the increasingly expensive housing market

6. Support third-party purchases of existing affordable housing to keep units affordable.
7. Work with faith-based and non-profit organizations.
8. Develop a rental registry program.
9. Encourage amenities that enhance quality of life.
10. Continue community conversations about housing.

## NEXT STEPS

[www.lynnwoodwa.gov/housingactionplan](http://www.lynnwoodwa.gov/housingactionplan)

- **January 28** – Planning Commission Update
- **Mid-February through Early March** – Draft Housing Action Plan Public Release
- **March** – Planning Commission Briefing + Hearing
- **April** – Council Briefing + Hearing





[www.lynnwoodwa.gov/housingactionplan](http://www.lynnwoodwa.gov/housingactionplan)



## Contact Info

**Kristen Holdsworth, AICP**

☎ 425-670-5409

✉ [kholdsworth@lynnwoodwa.gov](mailto:kholdsworth@lynnwoodwa.gov)

🌐 <https://www.lynnwoodwa.gov/HousingActionPlan>

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## CITY COUNCIL ITEM G

### CITY OF LYNNWOOD City Council

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**TITLE:** Break

**DEPARTMENT CONTACT:** George Hurst, Council President

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available



## CITY COUNCIL ITEM H

### CITY OF LYNNWOOD Administrative Services

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**TITLE:** Discussion: Process to Amend the Strategic Plan, 2018-2022

**DEPARTMENT CONTACT:** Corbitt Loch

#### **SUMMARY:**

The purpose of this agenda item is to confirm Council's desire to review and potentially amend the Strategic Plan, 2018-2022 during 2021. This review will extend the planning horizon of the Strategic Plan to the year 2025. Staff envisions this effort to be fairly limited in its objectives.

This project will be only one of many major projects to be brought to the City Council during 2021. Staff has provided a generalized calendar for major projects forthcoming this year (attached). The generalized calendar is offered to help identify the best time to amend the Strategic Plan, and can support the preparation of 90-day meeting calendars.

#### **POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:**

Is the Council supportive of the Executive's proposal for this undertaking?

#### **ACTION:**

Provide direction regarding the review of the Strategic Plan.

#### **BACKGROUND:**

The City's first strategic plan was developed by executive staff during 2017-2018 to identify our highest-priorities for the years 2018-2022. Prior to this, all City initiatives, plans, programs, services, and projects had equal weight. Without diminishing the importance any goal, the strategic plan strived to answer the question: "What does the City need to focus on first?"

The strategic plan builds upon the work done to create the Community Vision and the City's many adopted plans (Comprehensive Plan, Comprehensive Park Plan, Transportation Plan, etc.). As such, the strategic plan is not a substitute for these essential documents. Instead, the strategic plan focuses City resources to achieve the City's highest priorities now. This pragmatic approach makes the Strategic Plan highly relevant to budgeting decisions and performance measures/outcomes.

In 2018, there was a lack of consensus amongst Councilmembers regarding Council's endorsement of the new Strategic Plan. Under Mayor Smith's guidance, all departments have used the Strategic Plan, 2018-2022 to evaluate emerging initiatives and to prepare budgets for 2019-2020 and 2021-2022. The City Council has evaluated preliminary budgets in light of Strategic Plan priorities.

With the planning horizon for the existing Strategic Plan approaching, staff intends engage the City Council to review the Plan and identify any updates needed so that the horizon year can be extended to 2025. The Strategic Plan's priorities remain highly relevant, so this undertaking will be an *amendment* rather than a *rewrite*.

#### **PREVIOUS COUNCIL ACTIONS:**

See above.

## **FUNDING:**

To minimize expenditures during the COVID-19 pandemic, funds were neither requested or appropriated. Accordingly, virtually all work will need to be done in-house.

## **KEY FEATURES AND VISION ALIGNMENT:**

A strategic plan enhances the City's ability to achieve its most-important priorities.

## **ADMINISTRATION RECOMMENDATION:**

Provide direction regarding the scope and timing of this project, including adoption of the amended Strategic Plan by the City Council.

## **DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">Overview</a>	Backup Material
<a href="#">Generalized Major Calendar for 2021</a>	Backup Material

## STRATEGIC PLAN AMENDMENT – OVERVIEW

1 **Objective:** Amend the Strategic Plan, 2018-2022 to address the years 2021-2025.

2 **Tier 1 Partners:** Mayor’s Strategic Planning Committee + 1-2 Councilmembers.

3 **Tier 2 Partners:** Representatives of advisory boards and commissions, primary partner  
4 organizations (Chamber of Commerce, PFD, EdC, ESD, SSCFR, Verdant, etc.), lobbyist.

5 **Foundational Concepts:**

- 6 • Little/no funds available for professional services.
- 7 • Use special teams to get work done, ensure participation and ownership, and integrate
- 8 lenses such as racial equity.
- 9 • Brainstorm: What will post-COVID be like?
- 10 • Brainstorm: What new opportunities will stem from technological advances?
- 11 • Brainstorm: What issues/priorities should be added? (examples: race and equity,
- 12 affordable housing, public health)
- 13 • Adoption by the City Council.
- 14 • Increase integration into biennial budgets.
- 15 • Increase integration into comprehensive and special plans.

16 **Sequence:**

- 17 1. Confirm intent and schedule to amend Strategic Plan.
- 18 2. Confirm participants.
- 19 3. Outreach to Tier 2 Partners. Solicit input.
- 20 4. Tier 1 Partners identify desired amendments.
- 21 5. Outreach to Tier 2 Partners.
- 22 6. Tier 1 Partners prepare final draft.
- 23 7. Adoption by City Council.

24 **Schedule:**

25 TBD, following City Council input.

## City Council Major Projects Calendar—2021

For discussion purposes only. All information subject to change.

January		February		March	
	Election of officers/appt.s		City Center Update		City Center Update
	Strategic Plan Amendment		Scriber Creek Trail Design		ST3 Model Code
	Housing Action Plan		South Lynnwood Subarea Plan		Housing Action Plan
	City Center Update		Report-City Clerk Pilot		TBD Transportation Review
			SUMMIT		
April		May		June	
	Human Svcs Recommendations		CJC-bond issuance		Budget amendment
	CJC-design, bond ordinance		South Lynnwood Subarea Plan		Budget amendment
	South Lynnwood Subarea Plan		ST3 Model Code		Housing Action Plan
	Report-City Clerk Pilot		CJC-construction contract		TBD Transportation Review
	CJC Public Art				
July		August		September	
	ST3 Model Code		Solid Waste Hauling		City Center Park
	South Lynnwood Subarea Plan		Zoning Code Update		TBD Transportation Review
	Regional Growth Center Plan		Human Svcs Recommendations		Regional Growth Center Plan
	PARC Comp. Plan		Recess		CJC Public Art
			Recess		Scriber Creek Trail Design
			Recess		
October		November		December	
	PARC Comp. Plan		Mid-biennial budget mod.		Fee Schedule Update
	City Facilities Assessment		2022 Property tax levy		Zoning Code Update
	ST3 Model Code		Regional Growth Center Plan		
	DBS Fee Study		DBS Fee Study		Recess
	Bldg. & Fire Code Update				Recess
	Utility Rate Study—contract				Recess
TBD	ADA Transition Plan, Active Transportation Plan, ULI Study and Streetscapes Plan, TBD Transportation Review, Human Services Commission Recommendations, Racial Equity Action Plan, PRCA Comp. Plan Update, PFD Master Plan & SW 194th St, Racial Equity Community Survey				
2022	2023-2024 Budget, 2012 Rec. Center Bond Refinance, Water Comp. Plan, Regional Growth Center Plan, Comp. Plan Update, ST3 Model Code, Zoning Code Update, Utility Rate Study, PARC Comp. Plan, Scriber Creek Trail Contract				

# CITY COUNCIL ITEM I

## CITY OF LYNNWOOD Executive

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**TITLE:** 2021 Legislative Priorities Discussion

**DEPARTMENT CONTACT:** Julie Moore, Public Affairs Officer

### **SUMMARY:**

The City of Lynnwood proactively engages with Washington State Legislators, often with our 21<sup>st</sup> and 32<sup>nd</sup> district legislators, including the Washington State Congressional leaders, to advocate and convey our City's legislative priorities. Many decisions that are made in Olympia and Washington, D.C., have direct or indirect impacts on our City's ability to provide program and services to the people of Lynnwood. When our legislators know our City priorities and community stories from residents and business owners related to those priorities, they are better equipped to represent our interests in Olympia and D.C.

### **POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:**

Administration has drafted the City's 2021 Legislative Priorities Agenda and would like to have a discussion with City Council to receive feedback and input on the 2021 priorities.

### **DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">2021 Legislative Priorities Draft</a>	Backup Material

As we continue to respond to the global pandemic of the Coronavirus and its severe impacts on all aspects of our lives, the City of Lynnwood is dedicated to continuing efforts to support our local community. We accomplish this through the delivery of critical city services, partnerships and collaborations with other governmental agencies and non-profit partners, and advocacy for increased relief efforts from State and Federal lawmakers.

Looking forward into 2021, Lynnwood's Legislative Priorities are aligned to our community vision and our strategic priorities to support our current services and to build the future that the Lynnwood community seeks. We will accomplish this through realizing new efficiencies, forging partnerships, rooting out injustices and increasing equity, and remaining committed to fiscal sustainability and strategic priorities for a positive future. We ask for your continued support as leaders of Washington State, and thank you for your public service.

## — PANDEMIC RELIEF —

- » Provide cities with pandemic relief funds to offset lost revenues. Provide additional funding for the Families First Coronavirus Response Act Sick Leave.
- » Increase funding to support struggling households and prevent eviction/homelessness by offering assistance with rent/mortgage, essential utilities, and pending fees for late/non-payment.
- » Increase funding to support local small businesses impacted by COVID restrictions.
- » Increase funding and support to local food banks.

## — FEDERAL & REGIONAL PRIORITIES —

- » The City of Lynnwood echoes the Association of Washington Cities 2021 Legislative Priorities that call for maintaining shared revenues with cities, adopting a new transportation revenue package, providing cities with greater fiscal flexibility, addressing housing stability, and supporting statewide police reform at the local level.
- » We support the legislative priorities of our regional partners the Economic Alliance of Snohomish County, Snohomish County Cities, Community Transit and Sound Transit.



## TRANSPORTATION & INFRASTRUCTURE

### MAJOR PROJECTS



*POPLAR WAY BRIDGE: New bridge connection over I-5 to improve access and circulation for Lynnwood's future regional growth. (Rendering shown above)*

*42ND AVENUE WEST: Brand new street in the City Center core to improve connectivity and pedestrian access.*

*48th AVENUE WEST: Wider sidewalks with buffered bicycle lanes to improve multi-modal connectivity to SR 524, Lynnwood City Center and future light rail station.*

- » Maintain and create new transportation-specific revenue options for cities.
- » Improve and expand state transportation funding programs.
- » Work on a statewide transportation package to include City of Lynnwood Poplar Way Bridge project.
- » Preserve local jurisdictions' authority to collect revenue through car tab fees for transportation infrastructure.
- » Support Community Transit in implementing the Orange Line Bus Rapid Transit Orange Line; and the expansion of local transit service to provide connectivity with Sound Transit Light Rail.
- » Support additional funding options for the completion of Sound Transit 3 extension to Everett.

## FISCAL SUSTAINABILITY & STATEWIDE ACTS

- » Protect and maintain the level of state-shared revenues provided to local governments.

## COMMUNITY HEALTH & SAFETY

### COMMUNITY JUSTICE CENTER



*The City of Lynnwood is moving forward on a project, in partnership with Community Health Center of Snohomish County, to design and build a purpose-built police department, re-imagined misdemeanor jail, and a remodeled court, which will allow us the necessary space and function to bring the best justice services to our community.*

- » Work on efforts that provide appropriate funding and authority to improve community health and safety efforts to respond to the mental health, opioid and homelessness epidemics.
- » Support sustainable public health funding.
- » Support local jails with statewide medication assisted treatment services to save lives and reduce recidivism.
- » Support local courts in safety standards to effectively manage caseloads and provide adequate security.
- » Increase capacity for forensic DNA testing at the Washington State Patrol Criminal Laboratory System.



## ECONOMIC DEVELOPMENT

### CITY CENTER

*Northline Village Rendering*



*This 9.1 million sq ft community plan, anchored around Sound Transit Lynnwood Link Light Rail, is envisioned to be a vibrant commercial center and welcoming place to live, work and play. There are a wide range of business, retail, residential, and cultural development projects already completed or underway in the City Center area.*

- » Provide local government with financing tools such as the Tax Increment Financing to fund public infrastructure needed for economic development and community revitalization such as the Lynnwood City Center.
- » Retain full funding for Associated Development Organizations for economic vitality and building strong partnerships with local communities.
- » Fund the state sales tax incentive for annexations and support annexation assistance programs consistent with the Growth Management Act.
- » Support funding for a statewide tourism program.

## PARKS & RECREATION

### SCRIBER CREEK TRAIL PROJECT



*This 1-mile trail's redevelopment is essential to providing multimodal access to the Lynnwood Transit Center and future light rail station. The trail will be improved using pending Bike/Ped and transportation grants.*

- » Provide local parks and recreation agencies new local funding options to address vital maintenance and operations, and preservation needs such as creating Parks Benefit Districts (PBD). PBDs would allow local agencies to include a sales tax percentage increase and access those proceeds with voter approval.
- » Provide \$140 million to fund Washington Wildlife and Recreation Program, Youth Athletic Facilities, Aquatic Lands Enhancement Account, and the Land and Water Conservation Fund in the 2021-2023 Capital Budget.
- » Support adequate funding of grant programs such as the Healthiest Next Generation, Bicycle and Pedestrian and Safe Routes to School that help youth and adults to live healthy lifestyles and enjoy walking, bicycling and other forms of active recreation.
- » Continue to support and ensure temporary licensing authority and subsidies are available to assist parks and recreation agencies, and non-profit providers to serve as state-authorized school-age child care providers.
- » As the Legislature considers the 2021-23 Capital Budget, we again urge lawmakers to refrain from diverting funding from dedicated accounts that are focused on funding outdoor recreation activities. We also urges legislators to use these dedicated funds for their intended purposes and, to the maximum extent practicable, to avoid "bond backfills" that could put such funding in jeopardy. Dedicated accounts key to us include the WWRP, YAF, and ALEA, as well as others including the Boating Facilities Program (BFP), and Land and Water Conservation Fund (LWCF).

## COMMUNITY VISION

- » The City of Lynnwood will be a regional model for a sustainable, vibrant community with engaged citizens and an accountable government.

## STRATEGIC PRIORITIES 2018-2022

1. Fulfill the Community Vision for the City Center and Lynnwood Link Light Rail
2. Ensure financial stability and economic success
3. Nurture operational and organizational excellence
4. Be a safe, welcoming, and livable city
5. Pursue and maintain collaborative relationships

## LYNNWOOD'S ELECTED OFFICIALS

### NICOLA SMITH

Mayor

nsmith@LynnwoodWA.gov

### GEORGE HURST

Council President

ghurst@LynnwoodWA.gov

### JIM SMITH

Council Vice President

jsmith@LynnwoodWA.gov

### JULIETA ALTAMIRANO-CROSBY

Council Member

jcrosby@LynnwoodWA.gov

### IAN COTTON

Council Member

icotton@LynnwoodWA.gov

### CHRISTINE FRIZZELL

Council Member

cfrizzell@LynnwoodWA.gov

### RUTH ROSS

Council Member

rross@LynnwoodWA.gov

### SHANNON SESSIONS

Council Member

ssessions@LynnwoodWA.gov

## LYNNWOOD'S EXECUTIVE LEADERSHIP

### WILL CENA

Information Technology Director

wcena@LynnwoodWA.gov

### ART CENIZA

City Administrator

aceniza@LynnwoodWA.gov

### EVAN CHINN

Human Resources Director

echinn@LynnwoodWA.gov

### KAREN FITZTHUM

City Clerk

kfitzthum@LynnwoodWA.gov

### WILLIAM FRANZ

Public Works Director

wfranz@LynnwoodWA.gov

### LEAH JENSEN

Executive Assistant

ljensen@LynnwoodWA.gov

### DAVID KLEITSCH

Development & Business Services Director

dkleitsch@LynnwoodWA.gov

### CORBITT LOCH

Interim Finance Director/Strategic Planner

cloch@LynnwoodWA.gov

### JULIE MOORE

Public Affairs Officer

jmoore@LynnwoodWA.gov

### JAMES NELSON

Police Chief

jnelson@LynnwoodWA.gov

### PAULETTE REVOIR

Municipal Court Administrator

prevoir@LynnwoodWA.gov

### LYNN SORDEL

Parks, Recreation & Cultural Arts Director

lsordel@LynnwoodWA.gov

## CONNECT WITH LYNNWOOD

www.LynnwoodWA.gov | 19100 44th Ave W, Lynnwood WA 98036 | 425-670-5000

I-5



## CITY COUNCIL ITEM J

### CITY OF LYNNWOOD Executive

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**TITLE:** Mayor Comments and Questions

**DEPARTMENT CONTACT:** Mayor Smith

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available

## CITY COUNCIL ITEM K

### CITY OF LYNNWOOD City Council

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**TITLE:** Council President and Council Comments

**DEPARTMENT CONTACT:** George Hurst, Council President

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available

## CITY COUNCIL ITEM L

### CITY OF LYNNWOOD Executive

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**TITLE:** Executive Session, If Needed

**DEPARTMENT CONTACT:** Leah Jensen

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available

## CITY COUNCIL ITEM M-1

### CITY OF LYNNWOOD Administrative Services

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**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 provides a draft resolution for the Council's approval on January 25.

**POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:**

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

**ACTION:**

On January 25, 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:**

On January 25, adopt the draft resolution as written.

**DOCUMENT ATTACHMENTS**

**Description:**

[Draft resolution with calendar](#)

**Type:**

Backup Material



**RESOLUTION NO. 2021-\_\_**

**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.**

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**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.

<b>Process, Mid-Biennial Review and Modification</b>	<b>Citation</b>	<b>Date</b>
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:

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Karen Fitzthum, Interim City Clerk

## **CITY COUNCIL ITEM M-2**

### **CITY OF LYNNWOOD Public Works**

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**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
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**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 M-3

### CITY OF LYNNWOOD Executive

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**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:
<a href="#">2021-2023 Jail Services ILA with Snohomish County</a>	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:

<b>2021 Booking Fee</b>
\$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:

<b>2021 Daily Maintenance Fee</b>
\$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:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
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.**