



City of Tukwila
Finance Committee

- ◆ Verna Seal, Chair
- ◆ Kathy Hougardy
- ◆ Zak Idan

<u>Distribution:</u>	
V. Seal	Mayor Ekberg
K. Hougardy	D. Cline
Z. Idan	R. Bianchi
D. Quinn	C. O'Flaherty
K. Kruller	A. Youn
T. McLeod	L. Humphrey
C. Delostrinos Johnson	

AGENDA

MONDAY, OCTOBER 26, 2020 – 5:30 PM

~~HAZELNUT CONFERENCE ROOM~~
 (At east entrance of City Hall)

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 897717794#**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A contract for 2021-2022 City Attorney services. <i>David Cline, City Administrator</i>	a. Forward to 11/16 Consent Agenda.	Pg.1
b. A contract for 2021-2022 Prosecution services. <i>David Cline, City Administrator</i>	b. Forward to 11/16 Consent Agenda.	Pg.13
c. A contract for 2021-2022 Public Defense services. <i>David Cline, City Administrator</i>	c. Forward to 11/16 Consent Agenda.	Pg.25
d. Tax levy legislation: (1) An ordinance levying the general taxes for the City commencing 1/1/2021. (2) An ordinance relating to the limiting factor for the regular property tax levy above the rate of inflation (implicit price deflator). (3) An ordinance increasing the regular tax levy commencing 1/1/2021. <i>Vicky Carlsen, Finance Director</i>	d. Forward to 11/9 C.O.W. for Public Hearing and 11/16 Regular Meeting.	Pg.37
e. Budget legislation: (1) An ordinance adopting the 2021-2022 Biennial Budget. (2) A resolution adopting the Financial Planning Model and CIP (Capital Improvement Program). (3) An ordinance amending the 2019-2020 Biennial Budget. <i>Vicky Carlsen, Finance Director</i>	e. Forward to 11/9 C.O.W. for Public Hearing and 11/16 Regular Meeting.	Pg.49
f. Land acknowledgement practice. <i>Laurel Humphrey, Legislative Analyst</i>	f. Committee consideration/ decision.	Pg.71
2. MISCELLANEOUS		

Next Scheduled Meeting: Monday, November 9, 2020



The City of Tukwila strives to accommodate individuals with disabilities.

Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

**TO: Mayor Ekberg
Finance Committee**

FROM: David Cline, City Administrator

BY: Cheryl Thompson, Executive Assistant

DATE: October 19, 2020

SUBJECT: Contract for City Attorney Services

ISSUE

The current contract for City Attorney Services provided by Ogden Murphy Wallace expires December 31, 2020. The proposed contract for 2021-2022 is attached.

DISCUSSION

Ogden Murphy Wallace began providing City Attorney Services to the City of Tukwila in April 2020. Under the proposed contract, general City Attorney services are maintained at 28 hours per week at the flat monthly rate of \$33,000 per month; while litigation, contested administrative proceedings and special services are subject to prior approval and are billed at the hourly rates of the staff involved. Hourly rates are listed in Exhibit B to the contract.

RECOMMENDATION

The Committee is being asked to move this contract forward to the consent agenda of the November 16, 2020 City Council Meeting for approval and authorization for execution by the Mayor.

ATTACHMENTS

Draft 2021-2022 Contract for Legal Services

KARI L. SAND
206.447.2250
ksand@omwlaw.com

October 15, 2020

SENT VIA E-MAIL ONLY

Mayor Allan Ekberg
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188
Allan.Ekberg@TukwilaWA.gov

Re: Engagement Letter for City Attorney Services through December 31, 2022

Dear Mayor Ekberg:

My team at OMW and I appreciate the opportunity to be of continued service as City Attorney for the City of Tukwila from January 1, 2021 through December 31, 2022. The purpose of this letter is to confirm how our services will be provided.

Terms of Engagement

In our representation of clients, we think it is critical that our clients and the firm share the same understanding of the attorney-client relationship. To that end, enclosed is a copy of our Standard Terms of Engagement. The Terms of Engagement describe more particularly how we will serve you. This engagement letter and the Terms of Engagement set forth our agreement with you.

Please review them carefully and if you understand and agree to both documents, please sign the enclosed copy of this letter where indicated and return it to us. Please let us know if you have any questions or comments regarding our relationship.

Legal Fees

We will provide city attorney services up to approximately 28-hours per week, consistent with Exhibit A, the Scope of Services. I will serve as City Attorney and will be available, either in-person or remotely, as needed and consistent with COVID-19 protocols. Further and consistent with the COVID-19 phased re-opening plan, I will be on-site at Tukwila City Hall on Mondays and Tuesdays, as reflected in greater detail in the table on the next page, and Member Daniel Kenny and Associates Emily Miner and Andrew Tsoming will be otherwise available, either on-site or remotely, as appropriate. Invoice statements will be sent monthly via regular mail or e-mail, unless you request otherwise. As supervising attorney, I will be responsible for seeing that the work is carried out in an

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efficient and economical manner. I will be assisted by other attorneys and legal assistants in our office. They are all bound to you by the same duties of loyalty and confidentiality that binds me.

Hours of Work	Staffing Model	Rate
	Member: 2 Days / Associate: 1.5 Days	
8-hrs/day M, Tu (16 hours), plus 12 hours (28-hrs per week)	KLS: 2 days (Mon / Tu) DPK, EFM or ADT: ~1.5 days (flexible)	Flat monthly rate of \$33,000 for general services; other fees anticipated, as explained below.

The flat monthly billing rate will be \$33,000 per month for City Attorney “General Services,” as specified in Exhibits A (Scope of Services) and B (Compensation and Method of Payment). For representation on “Separate Services,” such as administrative and judicial appeals, litigation, and other project/site-specific land use work, as specified in Exhibits A and B, the Member billing rate will be \$350 per hour, and the Associate billing rate will be \$275 per hour. For representation on “Special Services” that are eligible for reimbursement to the City from an applicant (*e.g.*, franchise), as well as telecommunications work (*e.g.*, small cell ROW agreements, pole leases, etc.) will be billed at \$385 per hour for Members and \$285 per hour for Associates. We will not bill for travel time to and from Tukwila City Hall. Travel to other locations for City-related business outside of regular office hours will be billed at applicable hourly rates (*e.g.*, travel to the Kent Regional Justice Center or the King County Courthouse for the Friday motion calendar).

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and would like to assure you that we will do our best to provide you with high quality legal services. If you have any questions or concerns during the course of our relationship, we encourage you to raise them with me or our Managing Member, Geoffrey J. Bridgman or our Chair, Donald W. Black. If you agree with the provisions of this engagement letter and the attached Terms and Conditions, please sign where indicated below and return to me. We look forward to working with you.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.



Kari L. Sand

KLS:kco

Enclosure – OMW Standard Terms of Engagement

cc: Vicki Carlsen, Finance Director

Mayor Allan Ekberg

October 15, 2020

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I HEREBY ACCEPT AND AGREE TO the foregoing letter and the attached Standard Terms of Engagement this _____ day of October, 2020.

By: _____

Print Name: Allan Ekberg

Its: Mayor

Date: _____

**OGDEN MURPHY WALLACE, P.L.L.C.
STANDARD TERMS OF ENGAGEMENT**

General Rates

The usual basis for determining our fees is the time expended by attorneys and paralegals of the firm. The rates for our services presently range from \$170 to \$515 per hour and change from time to time without notice, usually in January; however, our current rates are locked in until December 31, 2022. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible.

Other Factors in Rates

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee that we may charge in your business matters has been and will be set in light of these various factors.

Billing Fees and Costs

The City will not be charged for normal clerical or secretarial work, the expense of which has been calculated into our hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, copying, postage, computer-aided legal research when conducted on behalf of the City, mileage, and parking. Other expenses shall be reimbursed when authorized in advance by the City.

We will bill the City monthly for services performed. Our bill will show the service provided, the date, the person providing the service, and the time expended in tenths of an hour.

We will work with the City to develop and implement a billing and invoicing framework that meets the City's needs. At the City's preference, individual billing numbers can be established for each department, as well as for any specialty matter (e.g. litigation, contract negotiations, etc.) that arises.

Legal services would be billed monthly, and each invoice would include a billing narrative for every time entry sensitive to protecting the attorney/client privilege.

Payment; Interest

You agree to make payment within thirty (30) days of receipt of our monthly statement. Outstanding balances that are not paid when due will accrue interest at the rate of one percent compounded monthly from the date of invoice until paid.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a paper or electronic copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect.

Confidentiality and Electronic Communications

We owe a duty of confidentiality to all of our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or to use on your behalf, any information in our possession with respect to which we owe a duty of confidentiality to another current or former client. In addition, unless you advise us to use some other form of communication, we intend to use various communications devices in the normal course (which may include wired or wireless e-mail, cellular telephones, voice over Internet and electronic data/document web sites) to communicate with and send or make available documents to you and others. Absent special arrangements or circumstances, we do not employ encryption technologies in our electronic communications. Although there is some security risk with the current technology, we believe the benefits from using this technology outweigh the risk of accidental disclosure. By agreeing to engage us as your attorneys, you consent to the use of these communication methods without encryption.

Dispute Resolution

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's Managing Member. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and

Ogden Murphy Wallace, P.L.L.C., and you agree to be bound by the results of such arbitration. Please be aware that by agreeing to arbitration, you are waiving the right to a trial by jury and your right to appeal, that the arbitrator will be bound by the AAA rules and not by state or federal law, and that discovery will be limited to what is allowed under the AAA rules. Arbitration fees and expenses shall

Mayor Allan Ekberg

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be borne equally by the parties. In the event of non-payment such that we pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

Withdrawal

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate cause, as determined by the firm in accordance with applicable law and the Rules of Professional Conduct.

Disclaimer

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within ten (10) days of the date of the accompanying engagement letter.

Independent Advice

Since the Engagement Agreement is legally binding and affects your legal rights, you may wish to seek the advice of independent counsel prior to executing it.

Conclusion

Thank you for retaining our firm. We look forward to working with you.

EXHIBIT A-SCOPE OF SERVICES

Contractor agrees to provide a level of service equal to or greater than the level of service provided by an in-house city attorney working approximately 28 hours per week. Kari L. Sand is the designated member of Ogden Murphy Wallace that will serve as the City Attorney. Any changes in this position must be approved in advance by the City.

1. Flat Rate Fee for City Attorney General Services

Contractor agrees to provide general city attorney services, for a flat fee, including but not limited to:

- A. Attending regular meetings of the City Council and executive sessions scheduled for regular meetings of the City Council and, upon request, attending special meetings of the City Council, meetings of the Committee of the Whole, other Committee meetings, and meetings of City Boards and Commissions.
- B. Preparation and/or review of contracts, interlocal agreements, resolutions and ordinances and other city documents or materials as requested.
- C. Practice "preventative law" in the form of regular consultation with Mayor, City Councilmembers, City Administrator and staff.
- D. Except as set forth in Section 2, defend and manage (for WCIA-related matters) litigation brought against the City.
- E. Providing legal advice relating to the Public Records Act and public records requests, including review and redaction of records and preparation and review of exemption logs, as requested.
- F. As requested, providing special classes and/or seminars for staff, elected officials, Boards, and Commissions on issues including, but not limited to, the PRA, OPMA, ethics, conflicts of interest, and the appearance of fairness doctrine.
- G. Such other general city attorney matters as are assigned,
- H. Work up to approximately 28 hours/week and work on-site Mondays and Tuesdays (approximately 16 hours) at City Hall.
- I. Maintain comprehensive Internet and remote access capability, including e-mail, linking Contractor's office with City Hall.
- J. It is incumbent upon the City, in partnership with the City Attorney, to manage the general services within the estimated 28-hour work week staffing model.

2. Provide City Attorney Separate Services for litigation and contested administrative proceedings, which include but are not limited to:

- A. Each individual civil action filed by or against the City, except matters for which WCIA has assigned primary, lead defense counsel, which the City Attorney shall manage as part of general city attorney services, and except that multiple condemnation lawsuits related to the same project shall constitute only one Separate Matter;
- B. All Code Enforcement matters conducted before the Hearing Examiner or in Court, but not including general code enforcement services, which shall be included in Contractor's flat monthly fee;
- C. All significant projects which require specialized knowledge and hours expended outside of the regular office hours for that attorney, including but not limited to

franchise negotiations and telecommunications (small cell ROW agreements, pole leases, etc.), which are Special Services; and

D. All drug or other forfeiture matters collectively filed by or against the City.

For each such Separate Matter, Contractor shall be paid hourly rates for 2021-2022 as set forth in Section 2 of Exhibit B.

3. Provide City Attorney Special Services, which include but are not limited to:

Other specialized municipal law services, including but not limited to franchise negotiations and telecommunications work (e.g., small cell ROW agreements, pole leases, etc.); provided, however, that any such Special Services shall first be authorized by the City, and for each such Special Services matter, Contractor shall be paid hourly rates for 2021-2022 as set forth in Section 3 of Exhibit B.

It is understood and agreed that the City Attorney shall not provide private legal services to any employee of the City of Tukwila during the term of this agreement.

EXHIBIT B-COMPENSATION AND METHOD OF PAYMENT

1. **City Attorney General Services.** For 2021-2022, all city attorney general services set forth in Section 1 of Exhibit A, Contractor shall be paid a flat monthly fee of \$33,000, plus extraordinary expenses. Extraordinary expenses shall include court filing fees, deposition and other discovery costs, parking, mileage costs other than to and from City Hall or other locations within the City, and other similar expenses advanced by Contractor on City's behalf. Extraordinary expenses shall not include routine photocopying, fax, or long-distance telephone charges.
2. **City-Attorney-Separate Services.** All litigation and administrative proceeding services set forth in Section 2 of Exhibit A shall be considered Separate Services. Contractor shall maintain its current practice of providing individual monthly billing statements for each Separate Services matter, and for all other work billed hourly pursuant to this Agreement.

2021-2022 Hourly Rates for Separate Services (Section 2)

Member \$350/hour

Associates \$275/hour

3. **City Attorney Special Services.** Special Services shall first be authorized by the City, For each Special Services matter, Contractor shall be paid hourly rates for 2021-2022 as set forth below.

2021-2022 Hourly Rates for Special Services (Section 3)

Member \$385/hour

Associates \$285/hour

Paralegal services for all matters will be billed at \$140/hour.



INFORMATIONAL MEMORANDUM

**TO: Mayor Ekberg
Finance Committee**

FROM: David Cline, City Administrator

BY: Cheryl Thompson, Executive Assistant

DATE: October 19, 2020

SUBJECT: Contract for Prosecution Services

BACKGROUND

The current contract for Prosecution Services provided by the Walls Law Firm expires December 31, 2020. Attached is a proposed contract for 2021-2022.

DISCUSSION

The Walls Law Firm has provided prosecution services to the City of Tukwila for several years through a contract with Kenyon Disend. When Kenyon Disend decided to discontinue providing prosecution services the City opted to take the opportunity to go through an RFQ/RFP process and the City has contracted directly with The Walls Law Firm for Prosecution Services since late 2018.

In conjunction with the City's efforts to reduce 2021-2022 budget expenditures the proposed contract is \$12,500 per month which is \$1,000 less per month than the previous contract cycle. The contract also allows for a mid-contract review of compensation to determine if an adjustment in compensation is feasible.

RECOMMENDATION

The Committee is being asked to move this contract forward to the consent agenda of the November 16, 2020 City Council Meeting for approval and authorization for execution by the Mayor.

ATTACHMENTS

Draft Contract for Prosecution Services for 2021-2022



CONTRACT FOR PROSECUTION SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and the Walls Law Firm hereinafter referred to as “the Contractor.

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

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services. Compliance with these standards goes to the essence of this Agreement. The Contractor shall request and obtain prior written approval from the City if the scope of services is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference, except as may be amended by the Contractor and City following a mid-contract review to occur in approximately October 2021. A mutually agreed compensation adjustment, if any, may take effect on January 1, 2022.
- 3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **January 1, 2021** and ending **December 31, 2022** unless sooner terminated under the provisions hereinafter specified or extended by the express written consent of Contractor and the Mayor or his designee.
- 4. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or

contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

- 5. Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 6. Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
- 1. Professional Liability Insurance:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Professional Liability insurance with a minimum coverage of \$2,000,000 per claim and \$2,000,000 aggregate. Contractor shall provide evidence of such coverage in a manner and form acceptable to the City in the City's sole discretion. Cancellation of the required insurance shall automatically result in termination of this Agreement.
 - 2. Automobile Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

3. **Commercial General Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
4. **Workers' Compensation:** The Contractor shall procure and maintain Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- F. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

7. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of

any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement, to the extent permitted by law.
9. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
10. **Discrimination Prohibited.** The Contractor, with regard to the services to be provided under this agreement, shall not discriminate against any employee, applicant for employment, on the basis of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any sensory, mental or physical disability in the selection and retention of employees or procurement of materials or supplies.
11. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
12. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
13. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
14. **Notices.** Notices to the City of Tukwila shall be sent to the following address:
City Administrator, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

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

The Walls Law Firm
16300 Christensen Road Suite 360
Tukwila WA 98188

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

DATED this ____ day of _____, 2020.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Aaron Walls, Attorney, WSBA No. 25266

ATTEST/AUTHENTICATED:

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Kari L. Sand, City Attorney

EXHIBIT A - SCOPE OF SERVICES

1. Review, make filing decisions, and file all Tukwila Police Department reports involving misdemeanor and gross misdemeanor crimes and represent the City on all contested traffic hearings.
2. Appear at all criminal calendars in Tukwila Municipal Court on behalf of the City of Tukwila including but not limited to: in-custody/out-of-custody arraignments, pre-trial hearings and motions, readiness hearings, bench and/or jury trials, sentencings, review hearings and appeals.
3. Conduct investigations, contact witnesses, conduct plea bargain negotiations and make appropriate plea offers consistent with the laws and regulations as well as City of Tukwila standards and policies, make sentencing and bail recommendations to the Court, prepare and present legal memoranda, subpoenas, jury and other related materials, argue motions, represent the City at restitution hearings, conduct bench and/or jury trials.
4. Administrative functions relating to criminal prosecution and contested traffic hearings such as creation and maintenance of files, and completion of discovery requests. All files shall remain property of the City and shall be returned to the City upon termination of this Agreement or upon request by the City. Contractor shall retain all records in accordance with Washington State document retention laws.
5. Provide legal research, training and assistance to the Tukwila Police Department including statutory interpretation, enforcement issues and case decisions. Attend police department administrative staff meetings as requested.
6. File and defend appeals of municipal court decisions.
7. Contractor agrees to attend seven (7) hours of prosecution focused training each year. This requirement also applies to all associate counsel. Each Attorney will submit a copy of their Continuing Legal Education (CLE) Credits transcript from the Washington State Bar Association (WSBA) with the Annual Report.
8. Reporting: Contractor agrees to submit the following reports:
 - Monthly Statistics Reports: This report shall take substantially the same form as that attached hereto as Exhibit C and shall be submitted with the monthly invoice;
 - An Annual Report detailing the number of cases filed for the year, the number of cases referred for pre-filing diversion, the number of cases where pre-filing diversion was successfully completed, the number of cases where stipulated orders of continuance or deferred prosecution was agreed to and the number of cases dismissed.

DRAFT

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. For all prosecution services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of \$12,500.
2. The Contractor shall invoice the City by the 10th day of each month for the previous month services.
3. The Contractor and the City agree to conduct a mid-contract review to occur in approximately October 2021 to evaluate case filings and compensation.

DRAFT

EXHIBIT C – PROSECUTION MONTHLY REPORT

CASES		
New Filings		
Cases Declined		
PRE-FILING DIVERSION		
Referred for pre-filing diversion		
Successful completion of pre-filing diversion		
DISPOSITIONS		
Deferred Prosecution		
SOC/ Pre-Trial Diversion Agreement		
DWLS 3 Amended to Infraction		
Dismissals prior to Readiness		
TRIALS	SET	TRIED
Stipulated Facts Trial		
Bench Trial		
Jury Trial		
Dismissals – Post Readiness/Day of Trial		



INFORMATIONAL MEMORANDUM

TO: **Mayor Ekberg
Finance Committee**

FROM: **David Cline, City Administrator**

BY: **Cheryl Thompson, Executive Assistant**

DATE: **October 19, 2020**

SUBJECT: **Contract for Public Defense Services**

ISSUE

The current contract for public defender services provided by Kirshenbaum & Goss expires December 31, 2020. Attached is a proposed contract for 2021-2022.

BACKGROUND

The City of Tukwila contracts for public defense services providing legal representation for indigent criminal defendants who qualify for appointment of counsel from the time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.

DISCUSSION

As Council may recall, Public Defense Standards were adopted by the Washington State Supreme Court effective January 1, 2015. These standards delineate the number of cases each attorney can handle per year and mandates that compensation include administrative and training costs. In addition to the new Public Defense Standards the federal court decision, *Wilbur v. Mt. Vernon* also mandates significant changes to public defense programs.

In 2019-2020 we paid a flat rate of \$30,600 per month for public defense services to maintain a Public Defense Program that fully complies with these requirements. Case filings, and therefore case assignments, have been declining since 2016. As caseloads continue to decline and in conjunction with the City's efforts to reduce 2021-2022 budget expenditures the proposed contract is \$29,100 per month with \$27,600 per month being paid from the general fund and \$1,500 per month from the Office of Public Defense (OPD) grant funds. Thus, the overall reduction in general fund expenditures is \$3,000 per month.

Per the terms of the OPD grant agreement, funds may not be used to supplant City funds but may be used to supplement City funds for services not previously provided. Due to the pandemic, the public defense attorneys have had to modify how they conduct business. Exhibit A Sections 12 and 13 delineate additional services the attorneys will provide:

12. Client Contact Prior to Court Hearings: Contact all clients 1-2 business days prior to their court hearing to confirm access to and knowledge of how to utilize the necessary technology to appear before the court.
13. Additional Coverage for Review Calendars: Provide a minimum of two attorneys at each review calendar to expedite efficient hearings.

Should provision of these additional services be modified in any way, compensation will be adjusted accordingly.

The OPD grant is awarded on a biennial basis and funds have already been awarded for 2021. In 2021 we will be applying for funds for 2022-2023. The contract allows for a mid-contract review of caseloads and compensation including consideration of any funds awarded by OPD for 2022, to determine if adjustments to compensation and services will need to be made for 2022. Any proposed increase in general fund expenditures will be brought before the Council as a contract amendment.

RECOMMENDATION

The Committee is being asked to move this item forward to the consent agenda of the November 16, 2020 City Council Meeting for approval and authorization for execution by the Mayor.

ATTACHMENTS

Draft Contract for Public Defense Services for 2021-2022



CONTRACT FOR PUBLIC DEFENSE SERVICES

This Agreement is entered into by and between the CITY OF TUKWILA, Washington, a noncharter optional municipal code city hereinafter referred to as “the City,” and Kirshenbaum & Goss, Inc. P.S., a Washington Corporation, hereinafter referred to as “the Contractor” (collectively, “the Parties”).

WHEREAS, the City has a need to have legal services available for citizens, charged with a crime who are deemed indigent and are entitled to the effective assistance of counsel at the public expense; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith, including the provisions of Washington Supreme Court Order 25700-A-1013 and the public defense standards adopted by the City pursuant to TMC 2.70. Compliance with these standards goes to the essence of this Agreement. The Contractor shall request and obtain prior written approval from the City if the scope of work or schedule of services is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference, except as may be amended by the Parties following a mid-contract review to occur in approximately October 2021. A mutually agreed compensation adjustment, if any, may take effect on January 1, 2022. Compensation is based upon the historical case count for the City of cases per year, averaging 700 cases per year. In compliance with the public defense standards, the case counts include the Contractor’s appearance at 48 arraignment calendars per year.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2021 and ending December 31, 2022 unless sooner terminated under the provisions hereinafter specified.
4. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither

Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

5. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
 1. **Professional Liability Insurance:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Professional Liability insurance with a minimum coverage of \$2,000,000 per claim and \$2,000,000 aggregate. Contractor shall provide evidence of such coverage in a manner and form acceptable to the City in the City's sole discretion. Cancellation of the required insurance shall automatically result in termination of this Agreement.
 2. **Automobile Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

3. **Commercial General Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 4. **Workers' Compensation:** The Contractor shall procure and maintain Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - D. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
 - E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
 - F. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

7. **Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

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

9. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

10. **Discrimination Prohibited.** The Contractor, with regard to the services to be provided under this agreement, shall not discriminate against any employee, applicant for employment, on the basis of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any sensory, mental or physical disability in the selection and retention of employees or procurement of materials or supplies.

11. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement, except for prosecution services, without the written consent of the City.

12. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

13. **Severability and Survival.** If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

14. **Notices.**

Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

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

Kirshenbaum & Goss, Inc. P.S.
1314 Central Ave S Ste. 101
Kent, WA 98032-7430

15. **Applicable Law, Venue, Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this ____ day of _____, 2020.

CITY OF TUKWILA

CONTRACTOR:

Allan Ekberg, Mayor

David Kirshenbaum

Attest/Authenticated:

Approved as to Form:

Christy O’Flaherty, City Clerk

Kari L. Sand, City Attorney

EXHIBIT A - SCOPE OF SERVICES

Contractor agrees to provide a level of service equal to or greater than the level of service provided by an in-house public defense office.

In particular, Contractor agrees to:

1. Provide legal representation services in accordance with the standards adopted by the City in TMC 2.70, the standards set forth by the Washington State Bar Association Standards for Indigent Defense Services, the Rules of Professional Conduct, *Wilbur v. Mt. Vernon*, other related case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases for all indigent criminal defendants charged with a misdemeanor or gross misdemeanor under ordinances of the City who qualify for appointment of counsel. The Contractor agrees to attempt to contact the client within 72 hours of notification of appointment. The Contractor shall provide legal representation for each of these defendants from time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.
2. Pursuant to TMC 2.70.50 Standard 8, the Contractor shall maintain a case reporting and case management system that includes number & type of cases, attorney hours and disposition.
3. Determination of indigency for eligibility for appointed counsel under this Agreement shall be determined by an independent screening process established by the City. Should the Contractor determine a defendant is not eligible for assigned counsel prior to the establishment of the attorney/client privilege, the Contractor shall so advise the City to reconsider the screening of that particular individual.
4. The Contractor shall provide to the City Police Department, a telephone number or numbers at which an attorney may be reached 24-hours each day for "critical stage" advice to the defendants during the course of police investigations and/or arrest for misdemeanor violations of City Ordinances.
5. Any counsel associated with or employed by the Contractor shall have the authority to perform the services called for herein and the Contractor may employ associate counsel to assist him/her at the Contractor's expense. The Contractor and any other attorneys retained pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington and shall have read and be fully familiar with the provisions of the Washington Supreme Court rule and the standards adopted by the City pursuant to TMC 2.70, as well as the *Wilbur v. Mt. Vernon* decision.
6. The City shall provide to the Contractor, at no cost, one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.
7. In the event representation of a defendant hereunder raises a conflict of interest such that the Contractor cannot ethically represent the defendant, said defendant shall be referred back to the City for further assignment, without cost to the Contractor.

8. Contractor agrees to attend seven (7) hours of criminal defense training each year. The training must be approved by the Washington State Office of Public Defense (OPD) in compliance with the OPD Improvement Program Training requirements. This requirement also applies to all associate counsel. Each attorney will submit a copy of their Continuing Legal Education (CLE) Credits transcript from the Washington State Bar Association (WSBA) with the Annual Report.
9. Reporting: Contractor agrees to submit the following reports:
 - Monthly Case Assignment List: Includes Cause Number, Name, Charges, Date of Assignment and Date of First Effort to Contact;
 - Monthly Statistics Report: This report shall take substantially the same form as that attached hereto as Exhibit C and shall be submitted with the monthly invoice;
 - Quarterly Certification of Compliance: The Contractor shall certify compliance with the standards required by CrRLJ 3.1. The Certification shall take substantially the same form as that attached hereto as Exhibit D and shall be filed quarterly with the Tukwila Municipal Court on the following dates: January 1, April 1, July 1, and October 1, or the next court day, if the filing day falls on a weekend or holiday;
 - Annual Report: Detailing the number of other public defense contracts including jurisdiction, the number and type of non-public defense cases handled, and the total hours billed for non-public defense cases.
10. Video Court Services: Provide daily video court public defense services to defendants charged under ordinances of the City who are detained at the SCORE Jail and qualify for public defense services in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction.
11. Attorney of the Day Services: Provide an attorney for weekly arraignment calendars, available to all unrepresented defendants for consultation.
12. Client Contact Prior to Court Hearings: Contact all clients 1-2 business days prior to their court hearing to confirm access to and knowledge of how to utilize the necessary technology to appear before the court.
13. Additional Coverage for Review Calendars: Provide a minimum of two attorneys at each review calendar to expedite efficient hearings.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. Effective January 1, 2021 for all public defense services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of \$29,100, which includes \$2,000 per month for Video Court services, \$200 per day for Attorney of the Day services, and \$1,500 per month Office of Public Defense (OPD) grant funds to compensate for additional services provided as outlined in Exhibit A Sections 12 & 13. Should provision of the additional services be modified in any way, compensation will be adjusted accordingly. OPD grant funds have been awarded for 2021. A mid-contract review will be conducted to adjust grant funding as needed.
2. Preauthorized Non-Routine Expenses. Non-routine case expenses requested by Attorney and preauthorized by order of the Tukwila Municipal Court. Non-Routine expenses include, but are not limited to:
 - a. Medical and psychiatric evaluations;
 - b. Expert witness fees and expenses;
 - c. Interpreters for languages not commonly spoken in the city or interpreters for services other than attorney/client communication;
 - d. Investigation expenses;
 - e. Medical, school, birth, DMV, 911, emergency communication recordings and logs, and other similar records when the cost of an individual item does not exceed \$75; and
 - f. Any other non-routine expenses the Tukwila Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
3. The Contractor shall invoice the City by the fifth day of the month for all cases assigned to him/her for the previous month. The bill shall delineate the following:
 - City compensation;
 - Miscellaneous Charges: Copies of invoices and or receipts for miscellaneous charges shall be attached to the bill; and
 - A list of the cases assigned for the month including the defendant's full name, case number, charges, date of assignment & date of first contact.
4. The Contractor and the City agree to conduct a mid-contract review to occur in approximately October 2021 to evaluate caseloads and compensation, including but not limited to the 2022 Office of Public Defense Grant Award.

Payment shall be made on or by the 20th day of each month.

EXHIBIT C – PUBLIC DEFENSE MONTHLY REPORT – Kirshenbaum & Goss

CLIENT CONTACT	# per month
Jail Visits	
Out of Court Meetings	
Phone Calls	
Email Correspondence	
MOTIONS PRACTICE	
Motions	
RESOURCES UTILIZED	
Expert Consulted	
Immigration Case Assistance/Resources (WDA)	
Interpreter (out of court)	
Investigator	
Referred for Mental Health/Competency Evaluation	
Social Services Liaison	
COMPLAINTS	
Complaint Forms Received from Clients	
Complaints Filed with the WSBA	
TRAINING (in hours)	
WDA	
WACDL	
Other	

EXHIBIT D – CERTIFICATION OF COMPLIANCE

**MUNICIPAL COURT FOR
CITY OF TUKWILA
STATE OF WASHINGTON**

[] No.: _____

[] Administrative Filing

CERTIFICATION BY:

FOR THE

___ CALENDAR QUARTER OF _____

CERTIFICATION OF APPOINTED COUNSEL OF
COMPLIANCE WITH STANDARDS REQUIRED BY CrR
3.1/CrRLJ 3.1/JuCR 9.2

The undersigned attorney hereby certifies that for the past quarter and for the remainder of the year:

1. Approximately _____% of my practice time is devoted to indigent defense cases for the City of Tukwila.

Approximately _____% of my practice is devoted to indigent defense cases for the following jurisdictions: _____

Approximately _____% of my practice is devoted to private practice.

2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and certify that:
- a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate, in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I will not accept a greater number of cases than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time.
 - e. **Case Specific Qualifications:** I am familiar with the specific case qualifications in Standard 14.2, Sections B-K and will not accept appointment in a case as lead counsel unless I meet the qualifications for that case.
 - f. **Training:** I will attend seven (7) hours of criminal defense training approved by the Washington State Office of Public Defense (OPD) in compliance with the OPD Improvement Program Training requirements each calendar year.

Attorney, WSBA No.

Date



INFORMATIONAL MEMORANDUM

TO: **Finance Committee**

FROM: **Vicky Carlsen, Finance Director**

BY: **Aaron Williams, Fiscal Coordinator**

CC: **Mayor Ekberg**

DATE: **October 26, 2020**

SUBJECT: **2021 Property Tax Levy**

ISSUE

Approval of ordinances increasing the regular levy from the previous year and adopting the general and excess property tax levies for 2021 by November 30, 2020.

BACKGROUND

A Public Hearing for adoption of the 2021 property tax levy is required by RCW 84.55.120. The Hearing is scheduled for November 09, 2020.

The City was notified on October 15, 2020 that the assessed value for Tukwila for 2021 is projected to be \$7,835,011,635.

State law allows the City to increase property taxes by 1% or the Implicit Price Deflator (IPD), whichever is less unless an additional ordinance showing substantial need is adopted by City Council. The ordinance showing substantial need must be approved by a majority plus one.

The IPD for calculating the 2021 property tax levy is .006%, slightly less than 1%. The allowable levy projected by King County and documented on the Preliminary Levy Limit Worksheet-2021 Tax Roll using the IPD is \$16,830,303. The allowable levy using 1% is 16,896,624, representing additional property tax revenue of \$66,321 if City Council approves the ordinance showing substantial need.

The ordinance to set the general tax levy also includes the excess levy related to the Public Safety Plan that voters approved on the November 8, 2016 general election. The City sold \$36.5 million of bonds in 2016 and debt service repayment began in 2017. The remaining voter-approved bonds were sold in October 2019. The excess levy for both bond issues will be assessed for as long as the bonds are outstanding; the final payment for the 2016 issue is scheduled for December 2036 and the final payment for the 2019 issue is scheduled for December 2039. The total excess levy requirement for 2021 is \$3,602,975 with an approximate levy rate of \$0.47 per thousand.

DISCUSSION

Levy Amount

The assessed value and the allowable levy are subject to change until final levy rate determination. A levy amount of \$17,500,000 will be used for the ordinance. If the final allowable levy is less than the ordinance amount, King County Department of Assessments will adjust the ordinance amount to the final allowable levy amount and no further action by the Council will be required.

Also included in the tax levy ordinance is an excess levy in the amount of \$3,602,975 for debt service related to the unlimited tax obligation bonds that were sold at the end of 2016 and in 2019. All voter-approved bonds have now been issued.

Levy Limit

RCW 27.12.390 allows for a maximum statutory levy rate for cities at \$3.60 less the actual regular levy made by a library district. RCW 41.16.060 also allows for an additional levy of \$0.225 if a city has a firemen's pension fund. The maximum allowable levy for 2021 is estimated to be \$3.50180. However, due to the 1% limitation, the Levy Limit Worksheet received from King County estimates the City's preliminary levy rate for 2021 at \$2.15655.

RECOMMENDATION

The City Council is being asked to approve the ordinance adopting the General Tax Levy, the ordinance for the Limiting Factor (IPD) and the ordinance showing the dollar and percent increase from the previous year at the November 09, 2020 Committee of the Whole meeting and subsequent November 16, 2020 Regular Meeting. A public hearing has also been scheduled at the November 09, 2020 Committee of the Whole.

ATTACHMENTS

Draft Ordinances (3)
Preliminary Levy Limit Worksheet-2021 Tax Roll

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF TUKWILA IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2021, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN SAID CITY, THAT IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON THE SERVICES OF THE SEVERAL DEPARTMENTS OF SAID CITY FOR THE ENSUING YEAR, WITH AN EXCESS PROPERTY TAX LEVY FOR THE PURPOSE OF PAYING DEBT SERVICE ON THE CITY'S UNLIMITED TAX GENERAL OBLIGATION BONDS ISSUED IN 2016 AND 2019, AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tukwila has considered the City's anticipated financial requirements for 2021 and the amounts necessary and available to be raised by ad valorem taxes on real, personal and utility property; and

WHEREAS, the following sentence is provided for information only: The maximum Statutory Levy Rate for the City of Tukwila, as allowed by RCW 84.52.043, is \$3.825, which includes \$0.225 for the Firemen's Pension Fund as allowed by RCW 41.16.060; and

WHEREAS, the City, pursuant to Ordinance No. 2514, passed on November 21, 2016, authorized the issuance and sale of \$36,500,000 principal amount of the City's Unlimited Tax General Obligation Bonds, 2016; and pursuant to Ordinance No. 2610, passed on July 15, 2019, authorized the issuance and sale of \$40,885,000 principal amount of the City's Unlimited General Obligation Bonds, 2019 (together the "Bonds"); and has determined that to provide the money necessary to pay the debt service requirements on the Bonds in the year 2020, an excess property tax levy in the amount of \$3,602,975 for the Bonds must be levied in year 2020, and collected in year 2021; and

WHEREAS, the final assessed valuation calculation has been determined;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Regular and Excess Tax Levy.

A. There shall be and hereby is levied on all real, personal and utility property in the City of Tukwila, in King County, whose estimated assessed valuation is \$7,835,011,635, current taxes for the ensuing year commencing January 1, 2021, in the amounts specified below:

	<u>Rate</u>	<u>Amount</u>
Regular Tax Levy	\$2.24	\$17,500,000
Excess Tax Levy	\$0.47	\$ 3,602,975

B. The said taxes herein provided for are levied for the purpose of payment upon the general bonded indebtedness of the City of Tukwila, the General Fund, and for the maintenance of the departments of the municipal government of the City of Tukwila for the fiscal year beginning January 1, 2021. The regular tax levy includes new construction and improvements to property, estimated to be \$148,906, a re-levy of prior year refunds and cancellations in the estimated amount of \$200,000, and any increase in the value of state-assessed property.

C. The excess levy is levied for the purpose of debt service payments on the Unlimited Tax Obligation Bonds sold to finance costs related to the City's Public Safety Plan, as submitted to the qualified electors of the City at a special election held on November 8, 2016.

Section 2. Collection. This ordinance shall be certified to the proper County officials, as provided by law, and taxes here levied shall be collected to pay to the Finance Director of the City of Tukwila at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-chartered code cities.

Section 3. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 4. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 5. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect January 1, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at
a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO THE LIMITING FACTOR FOR THE REGULAR PROPERTY TAX LEVY ABOVE THE RATE OF INFLATION (IMPLICIT PRICE DEFLATOR); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tukwila has considered its budget for the 2021-2022 biennium; and

WHEREAS, in the course of considering the 2021-2022 biennial budget, the City Council reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, due to the needs regarding parks, residential and arterial streets, City facilities, and police and fire services, the City Council found there is substantial need to increase the regular property tax limit factor above the rate of inflation; and

WHEREAS, the City Council desires to continue that rate in order to meet service needs in the City in 2021 and beyond;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Regular Tax Levy. The City Council of the City of Tukwila finds there is substantial need to increase the regular property tax limit factor above the rate of inflation, and hereby establishes that the limit factor for the regular levy for calendar year 2021 shall be 101% of the highest amount of the regular property taxes that could have been lawfully levied in Tukwila in any year since 1985.

Section 2. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect January 1, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____
Passed by the City Council: _____
Published: _____
Effective Date: _____
Ordinance Number: _____

Office of the City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, INCREASING THE CITY OF TUKWILA REGULAR LEVY FROM THE PREVIOUS YEAR, COMMENCING JANUARY 1, 2021, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN COMPLIANCE WITH RCW 84.55.120; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tukwila has properly given notice of a public hearing held on November 9, 2020, pursuant to RCW 84.55.120; and

WHEREAS, after such hearing and after duly considering all relevant evidence and testimony presented, the City Council has determined that in order to discharge its expected expenses and obligations the City requires an increase in property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of State-assessed property; and

WHEREAS, the City Council has determined it is in the City's best interest and necessary to meet its expenses and obligations for the property tax revenue to be increased for 2021, and the final assessed valuation calculation has been determined;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. An increase in the regular property tax levy, in addition to any amount resulting from the addition of new construction and improvements to property and any increase in the value of State-assessed property, is hereby authorized for the 2021 levy in the amount of \$151,788, which is a percentage increase of 0.91% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of State-assessed property, any annexations that have occurred and refunds made.

Section 2. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect January 1, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____
Passed by the City Council: _____
Published: _____
Effective Date: _____
Ordinance Number: _____

Office of the City Attorney

PRELIMINARY

LEVY LIMIT WORKSHEET – 2021 Tax Roll

TAXING DISTRICT: City of Tukwila

The following determination of your regular levy limit for 2021 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District

(Note 1)

Estimated Library rate: 0.33289

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
16,580,240	Levy basis for calculation: (2020 Limit Factor) (Note 2)	16,580,240
1.0100	x Limit Factor	1.0060
16,746,042	= Levy	16,679,721
65,802,444	Local new construction	65,802,444
0	+ Increase in utility value (Note 3)	0
65,802,444	= Total new construction	65,802,444
2.26293	x Last year's regular levy rate	2.26293
148,906	= New construction levy	148,906
16,894,948	Total Limit Factor Levy	16,828,627
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
16,894,948	Total Limit Factor Levy + new lid lifts	16,828,627
7,835,011,635	÷ Regular levy assessed value less annexations	7,835,011,635
2.15634	= Annexation rate (cannot exceed statutory maximum rate)	2.14788
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
16,894,948	+ Limit Factor Levy	16,828,627
16,894,948	= Total RCW 84.55 levy	16,828,627
1,676	+ Relevy for prior year refunds (Note 5)	1,676
16,896,624	= Total RCW 84.55 levy + refunds	16,830,303
	Levy Correction: Year of Error (+or-)	
16,896,624	ALLOWABLE LEVY (Note 6)	16,830,303
Increase Information (Note 7)		
2.15655	Levy rate based on allowable levy	2.14809
16,594,254	Last year's ACTUAL regular levy	16,594,254
151,788	Dollar increase over last year other than N/C – Annex	85,467
0.91%	Percent increase over last year other than N/C – Annex	0.52%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	7,835,011,635
	x Maximum statutory rate	3.49211
	= Maximum statutory levy	27,360,722
	+Omitted assessments levy	0
	=Maximum statutory levy	27,360,722
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***



INFORMATIONAL MEMORANDUM

TO: Finance Council Committee

FROM: Vicky Carlsen, Finance Director

CC: Mayor Ekberg

DATE: October 20, 2020

**SUBJECT: 2021 – 2022 Biennial Budget Ordinance
2021 – 2026 Financial Planning Model and Capital Improvement Program**

ISSUE

Adopt the 2021 – 2022 biennial budget and the 2021 – 2026 Capital Improvement Program (CIP) by the end of December.

BACKGROUND

The proposed biennial budget for 2021 – 2022 and draft 2021 – 2026 CIP were presented to Council on October 5, 2020. Departments within the general fund and all other funds have been reviewed in Council Committees and at the Council Committee of the Whole. Additionally, Council held budget workshops on September 22, October 13, and October 20, 2020, to discuss both the budget and CIP. Additional workshops will be scheduled before final adoption.

DISCUSSION

At this time the proposed 2021 – 2022 biennial budget as well as the 2021 – 2026 CIP is being presented to the Finance Committee for review and discussion. The public hearing, another opportunity for community input, is scheduled for Tuesday, November 9, 2020.

The ordinance and resolution are in draft form and will be updated prior to final adoption if any changes are made to either the proposed biennial budget or the CIP.

RECOMMENDATION

The Finance Committee is being asked to approve the 2021 – 2022 biennial budget ordinance and the 2021 – 2026 Financial Planning Model and Capital Improvement Plan resolution and forward to the Committee of the Whole.

This item is currently scheduled for the November 9, 2020, Committee of the Whole and November 16, 2020, Regular Council meeting.

ATTACHMENTS

Draft Budget Ordinance
Draft CIP Resolution
Reconciliation of 2021 – 2022 Budget Summary to Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING THE BIENNIAL BUDGET OF THE CITY OF TUKWILA FOR THE 2021-2022 BIENNIUM; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the preliminary budget of the City of Tukwila for the 2021-2022 biennium was submitted to the City Council in a timely manner for their review; and

WHEREAS, a Public Hearing on the proposed budget was advertised and held on November 9, 2020; and

WHEREAS, as budget oversight is one of its key legislative responsibilities, the City Council conducted a thorough process to deliberate the proposed 2021-2022 Biennial Budget;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. The City Council hereby adopts the document entitled “City of Tukwila 2021-2022 Biennial Budget,” incorporated by this reference as if fully set forth herein, in accordance with RCW 35A.34.120.

Section 2. Cost of living adjustments (COLAs) for non-represented employees shall be implemented per the City Council’s Compensation Policy.

Section 3. The totals of the estimated revenues and appropriations for each separate fund and the aggregate totals are as follows:

(continued)

Fund	Total Expenditures	Total Revenues
000 General	\$141,979,059	\$ 141,979,059
105 Contingency	7,141,978	7,141,978
101 Hotel/Motel	2,604,844	2,604,844
103 City Street	4,159,810	4,159,810
104 Arterial Street	11,119,257	11,119,257
109 Drug Seizure Fund	464,243	464,243
2XX LTGO Debt Service Funds	13,408,972	13,408,972
213 Unlimited Tax G.O. Bonds	8,056,339	8,056,339
206 LID Guaranty	725,137	725,137
233 2013 LID	1,874,373	1,874,373
301 Land Acquisition, Recreation & Park Dev.	4,590,662	4,590,662
302 Facility Replacement	4,105,169	4,105,169
303 General Government Improvements	801,021	801,021
304 Fire Improvements	610,259	610,259
305 Public Safety Plan	12,952,873	12,952,873
306 City Facilities	7,099,144	7,099,144
401 Water	19,839,864	19,839,864
402 Sewer	33,079,798	33,079,798
411 Foster Golf Course	4,541,520	4,541,520
412 Surface Water	24,777,674	24,777,674
501 Equipment Rental	8,399,876	8,399,876
502 Insurance Fund	17,486,845	17,486,845
503 Insurance - LEOFF 1 Fund	995,203	995,203
611 Firemen's Pension	1,656,780	1,656,780
Total All Funds Combined	<u>\$332,470,700</u>	<u>\$ 332,470,700</u>

Section 4. A complete copy of the final budget for 2021-2022, as adopted, together with a copy of this adopting ordinance, shall be kept on file electronically by the City Clerk and accessible from the City's website in accordance with Washington State records retention schedule requirements and City policy, and shall be made available to the public upon request. A complete copy of the final budget for 2021-2022, as adopted, together with a copy of this adopting ordinance, shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 5. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 7. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING THE 2021-2026 FINANCIAL PLANNING MODEL AND THE CAPITAL IMPROVEMENT PROGRAM FOR GENERAL GOVERNMENT AND THE CITY'S ENTERPRISE FUNDS.

WHEREAS, when used in conjunction with the biennial City budget, the Capital Improvement Program (CIP) and the Financial Planning Model for the period of 2021-2026 are resource documents to help plan directions the City will consider for the future; and

WHEREAS, the Financial Planning Model and Capital Improvement Program are not permanent fixed plans, but are guidelines or tools to help reflect future goals and future resources at the time budgets are being planned; and

WHEREAS, the commitment of funds and resources can only be made through the budget process;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby adopts the 2021-2026 Financial Planning Model and accompanying Capital Improvement Program, incorporated by this reference as if fully set forth herein.

Section 2. A copy of the 2021-2026 Financial Planning Model and accompanying Capital Improvement Program shall be kept on file electronically by the City Clerk and accessible from the City's website in accordance with Washington State records retention schedule requirements and City policy, and shall be made available to the public upon request.

Section 3. The assumptions, revenues and expenditures will be reviewed and updated biennially, or as necessary, by the City Council.

Section 4. The detail of Capital Improvement Program projects will be reflected in the published Financial Planning Model and Capital Improvement Program 2021-2026.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

De'Sean Quinn, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____
Passed by the City Council: _____
Resolution Number: _____

Office of the City Attorney

Reconciliation of 2021-2022 Budget Summary to Ordinance

EXPENDITURES	2021 Expenditures	2022 Expenditures	2022 Ending Fund Balance	Total Expenditures
000 General	\$ 62,702,620	\$ 66,770,616	\$ 12,505,824	\$ 141,979,059
101 Hotel/Motel	1,101,781	1,013,209	489,854	2,604,844
103 City Street	369,000	3,610,000	180,810	4,159,810
104 Arterial Street	6,865,301	3,395,273	858,683	11,119,257
105 Contingency	-	-	7,141,978	7,141,978
109 Drug Seizure Fund	200,000	40,000	224,243	464,243
2XX LTGO Debt Service Funds	4,740,338	8,643,004	25,630	13,408,972
200 LTGO Bonds	716,277	2,999,844	12,460	3,728,581
208 LTGO Bonds - 2017 (Public Safety Plan)	804,200	1,534,200	-	2,338,400
209 LTGO Bonds - 2017 (Residential Street)	553,500	553,600	-	1,107,100
210 Limited Tax G.O. Refunding Bonds, 2003	-	-	195	195
211 Limited Tax G.O. Refunding Bonds, 2008	-	-	416	416
212 Limited Tax G.O. Bonds, 2009A	376,895	377,030	2	753,927
213 UTGO Bonds	3,602,975	4,374,975	78,389	8,056,339
214 Limited Tax G.O. Bonds, 2010A	515,736	514,415	11,224	1,041,375
216 Limited Tax G.O. Refunding Bonds, Valley Comm	-	-	794	794
217 2011 Refunding Bonds	546,300	551,500	539	1,098,339
220 2020 Bonds - PW Shops	309,000	309,000	-	618,000
218 2014 MPD	113,130	113,115	-	226,245
219 LTGO - PW Shops	805,300	1,690,300	-	2,495,600
206 LID Guaranty	-	-	725,137	725,137
233 2013 LID	648,588	628,563	597,222	1,874,373
301 Land Acquisition, Recreation & Park Dev.	2,505,000	505,000	1,580,662	4,590,662
302 Facility Replacement	1,235,000	2,786,000	84,169	4,105,169
303 General Government Improvements	240,000	200,000	361,021	801,021
304 Fire Improvements	300,000	300,000	10,259	610,259
305 Public Safety Plan	2,307,817	2,730,467	7,914,589	12,952,873
306 City Facilities	7,062,408	-	36,736	7,099,144
401 Water	8,555,244	9,689,329	1,595,291	19,839,864
402 Sewer	11,751,296	11,801,825	9,526,678	33,079,798
411 Foster Golf Course	1,843,879	1,844,993	852,648	4,541,520
412 Surface Water	8,826,614	11,789,938	4,161,122	24,777,674
501 Equipment Rental	2,706,868	2,680,165	3,012,843	8,399,876
502 Insurance Fund	8,136,454	8,710,402	639,989	17,486,845
503 Insurance - LEOFF 1 Fund	486,920	497,040	11,243	995,203
611 Firemen's Pension	65,000	65,000	1,526,780	1,656,780
Total	\$ 136,253,102	\$ 142,075,799	\$ 54,141,798	\$ 332,470,700

REVENUES	2021 Beginning Fund Balance	2021 Revenues	2022 Revenues	Total Revenues
000 General	\$ 11,631,350	\$ 62,749,717	\$ 67,597,992	\$ 141,979,059
101 Hotel/Motel	1,742,844	406,000	456,000	2,604,844
103 City Street	114,810	589,000	3,456,000	4,159,810
104 Arterial Street	1,327,257	6,481,000	3,311,000	11,119,257
105 Contingency	7,101,978	20,000	20,000	7,141,978
109 Drug Seizure Fund	333,243	60,500	70,500	464,243
2XX LTGO Debt Service Funds	381,630	4,382,338	8,645,004	13,408,972
213 UTGO Bonds	76,339	3,605,000	4,375,000	8,056,339
206 LID Guaranty	719,137	3,000	3,000	725,137
233 2013 LID	692,373	601,000	581,000	1,874,373
301 Land Acquisition, Recreation & Park Dev.	2,171,922	1,942,800	475,940	4,590,662
302 Facility Replacement	1,835,169	410,000	1,860,000	4,105,169
303 General Government Improvements	500,021	300,500	500	801,021
304 Fire Improvements	9,259	300,500	300,500	610,259
305 Public Safety Plan	147,873	6,705,000	6,100,000	12,952,873
306 City Facilities	4,249,144	2,850,000	-	7,099,144
401 Water	6,170,864	6,722,000	6,947,000	19,839,864
402 Sewer	12,762,798	10,032,000	10,285,000	33,079,798
411 Foster Golf Course	873,520	1,818,000	1,850,000	4,541,520
412 Surface Water	5,385,674	8,883,000	10,509,000	24,777,674
501 Equipment Rental	2,969,227	2,724,818	2,705,831	8,399,876
502 Insurance Fund	642,799	8,118,924	8,725,122	17,486,845
503 Insurance - LEOFF 1 Fund	243,203	316,000	436,000	995,203
611 Firemen's Pension	1,516,780	70,000	70,000	1,656,780
Total	\$ 63,599,214	\$ 130,091,096	\$ 138,780,389	\$ 332,470,700



INFORMATIONAL MEMORANDUM

TO: Finance Committee

FROM: Vicky Carlsen, Finance Director

BY: Jeff Friend, Fiscal Manager

CC: Mayor Ekberg

DATE: October 26, 2020

SUBJECT: 2020 budget amendment ordinance

ISSUE

Approve the administrative 2020 year-end budget amendments.

BACKGROUND

While amending the budget is only required when a fund, in total, is in danger of exceeding budget, it is a best practice to adjust the budget to identify significant changes in financial plans, policy decisions, and provide transparency for key decisions.

Several of the proposed budget amendments have been reviewed and approved by Council Committee and/or Council process as noted below in the discussion. The proposed budget amendments make the following types of modification to the current biennium:

- Housekeeping amendments such as adjusting budgeted beginning fund balance to actual beginning fund balance,
- Adjustments specific to the funding of the Employee Healthcare Plan, Residential Streets Fund, and Public Safety Plan
- Reflect revenue-backed projects/expenditures,

All budget amendments are detailed below with explanations provided for each amendment as well as the effect on ending fund balance. Budget amendments are summarized by fund in the tables attached to this memo.

DISCUSSION

General Fund

Adjust Beginning Fund Balance

A beginning fund balance adjustment of -\$1,237,163 to adjust the budgeted beginning fund balance to reflect the actual beginning fund balance. It should be noted that fiscal year 2019 ended the year with a fund balance of \$12.6 million, which exceeds the fund balance policy by \$1.1 million.

COVID-19 Response

In 2020, the City faced a serious financial challenge regarding the COVID-19 pandemic. Facing a significant budget shortfall due to reduced sales tax revenue, the City implemented a hiring freeze and furloughed employees while departments scrubbed their budgets to save costs. Training, travel, and overtime (for non-public safety employees) are examples of expenditures that were eliminated. In order to preserve the historical record of the departments' cost savings, these expenditure eliminations are not included in the budget amendments. The only exceptions are the revenues and expenditures eligible for the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The CARES Act was passed by Congress and signed into law on March 27th, 2020. Through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the outbreak of the COVID-19 outbreak and provides funding that can assist with covering costs that have arisen from the pandemic. Reimbursement funds from the act will be split between the General Fund and the Public Safety Plan. Staff is currently working to determine which costs are eligible for CARES act funds and will be submitting an invoice to the federal government in November.

Amendments by Department

Dept.	Footnote	Description of Proposed Amendment	2020	
			Revenue	Expenditure
Council	1	Additional funds for the Employee Healthcare Plan needed per actuary		4,059
		Council Total	\$ -	\$ 4,059
Mayor (Economic Development)	6	King County Corona Virus Grant	31,965	31,965
Mayor	1	Additional funds for the Employee Healthcare Plan needed per actuary		10,562
		Mayor Total	\$ 31,965	\$ 42,527
Administrative Services	1	Additional funds for the Employee Healthcare Plan needed per actuary		11,111
Administrative Services (Human Services)	6	CDBG Grant	20,000	20,000
		Administrative Services Total	\$ 20,000	\$ 31,111
Finance	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	13,655
		Finance Total	\$ -	\$ 13,655
Recreation	6	King County Old Age Grant	12,500	12,500
Recreation	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	22,217
Recreation	6	KCD Green Tukwila Grant	7,400	7,400
		Recreation Total	\$ 19,900	\$ 42,117
Community Development	5	Admin Support tech transferred from Public Works	-	94,834
Community Development	1	Additional funds for the Employee Healthcare Plan needed per actuary		29,323
Community Development	6	TDM-awarded grant	75,000	75,000
Community Development	6	Action House Grant	40,000	40,000
		Community Development Total	\$ 115,000	\$ 239,157
Court	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	9,363
		Court Total	\$ -	\$ 9,363
Police	1	Additional funds for the Employee Healthcare Plan needed per actuary		113,781
		Police Total	\$ -	\$ 113,781
Fire	1	Additional funds for the Employee Healthcare Plan needed per actuary		83,274
		Fire Total	\$ -	\$ 83,274
TIS	1	Additional funds for the Employee Healthcare Plan needed per actuary		8,831
		TIS Total	\$ -	\$ 8,831

INFORMATIONAL MEMO

Dept.	Footnote	Description of Proposed Amendment	2020	
			Revenue	Expenditure
Public Works	5	Admin Support Tech transferred to Community Development		(94,834)
Public Works	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	23,356
		Public Works Total	\$ -	\$ (71,478)
Parks	1	Additional funds for the Employee Healthcare Plan needed per actuary		7,122
		Parks Total	\$ -	\$ 7,122
Street Maintenance	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	9,618
		Street Maintenance Total	\$ -	\$ 9,618
Dept. 20 - Transfers Out	3	Transfer to Fund 103-Solid Waste Utility Tax		550,000
Dept. 20 - Transfers Out	3	Transfer In from Urban Renewal/ Transfer Out to Residential Streets	400,000	400,000
Dept. 20 - Transfers Out	4	Transfer in from Contingency Fund (Fund 105)	700,000	
		Dept. 20 Transfers Total	\$ 1,100,000	\$ 950,000
General Revenue	2	Solid Waste Utility Tax	550,000	-
		Total General Fund Amendments	\$ 1,836,865	\$ 1,483,137

- 1) Per the City's actuary, an additional \$400,000 is needed for the required reserve levels in the Employee Healthcare Plan.
- 2) Ordinance 2609 increased the Solid Waste Utility Tax to 11% as of November 1, 2019 then to 16% as of July 1, 2020 with 6% of the revenues remaining in the General Fund and the balance being dedicated to road maintenance and road related projects. This increase was not budgeted until staff could reasonably project the level of revenue. Revenue will be recognized in the general fund then transferred to the residential street fund.
- 3) The City initially expected a certain level of financial support from other utility providers for undergrounding on the 42nd Ave S and 53rd Ave S projects. At this time, it appears the City will not be receiving all funds that were initially expected. Solid Waste Utility Tax revenue and prior year land sale revenue from the Urban Renewal Fund will be transferred to the Residential Streets Fund to cover these costs. Neither transfer effects the general fund ending fund balance.
- 4) As of May 6th, the estimated need for contingency funds was \$4.8 million. On August 14th, updated projections estimated the need to be \$3.3 million. After further refinement using updated data as well as the restructuring of the general fund portion of the tenant improvements for Phase I of the Public Works Shops, it is estimated that the amount of contingency funds needed to close the revenue gap is expected to be \$700 thousand.
- 5) An Admin Support Tech position was transferred from Public Works to Community Development. This amendment allows for proper financial reporting of each department's salary expenditures.
- 6) Revenue-backed grant awarded in 2020. No net effect on the general fund.

Other Funds

Included in the proposed budget amendments are amendments in other funds.

Fund	Footnote	Description of Proposed Amendment	2020	
			Revenue	Expenditure
Lodging tax - Fund 101	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	388
		Total Lodging Tax Amendments	\$ -	\$ 388
Contingency - Fund 105	2	Transfer to General Fund due to COVID pandemic		700,000
		Total Contingency Fund Amendments	\$ -	\$ 700,000
Residential Streets - Fund 103	3	Transfer in from General Fund	550,000	
Residential Streets - Fund 103	3	Transfer in from fund 301 (via General Fund)	400,000	-
Residential Streets - Fund 103	4	Reduce Macadam Rd S Project	(900,000)	(1,100,000)
Residential Streets - Fund 103	4	Increase 42nd Ave S sidewalk project		600,000
Residential Streets - Fund 103	4	Increase 53rd Ave S sidewalk project		500,000
		Total Bridges & Arterial Street Amendments	\$ 50,000	\$ -
Bridges & Arterial Street - Fund 104	5	Transfer excess park impact fees to fund 301	-	675,106
Bridges & Arterial Street - Fund 104	1	Additional funds for the Employee Healthcare Plan needed per actuary		1,886
		Total Bridges & Arterial Street Amendments	\$ -	\$ 676,992
Land Acquisition, Rec., & Park Dev. - Fund 301	5	Transfer of excess park impact fees from fund 104	675,106	
		Total Land Acq., Rec., & Park Dev. Amendments	\$ 675,106	\$ -
Urban Renewal - Fund 302	3	Transfer to General Funds		400,000
Urban Renewal - Fund 302	6	Transfer prior year land sale revenue to public safety plan		2,753,000
		Total Urban Renewal Amendments	\$ -	\$ 3,153,000
Public Safety Plan - Fund 305	6	Transfer prior year land sale revenue to public safety plan	2,753,000	
Public Safety Plan - Fund 305	7	Expenditures incurred in 2020 instead of 2021		10,500,000
		Total Public Safety Plan Amendments	\$ 2,753,000	\$ 10,500,000
City Facilities (PW Shops) - Fund 306	8	Work not completed in 2020 moved to 2021		(5,000,000)
		Total City Facilities (PW Shops) Amendments	\$ -	\$ (5,000,000)
Golf Course - Fund 411	9	Operational Adjustments due to market conditions	99,543	99,543
Golf Course - Fund 411	1	Additional funds for the Employee Healthcare Plan needed per actuary		9,193
Golf Course - Fund 411	10	Transfer of golf fleet from Equipment Rental and Replacement (Fund 501)	211,724	
		Total Golf Course Amendments	\$ 311,267	\$ 108,736
Water - Fund 401	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	10,043
		Total Water Amendments	\$ -	\$ 10,043
Sewer - Fund 402	1	Additional funds for the Employee Healthcare Plan needed per actuary		8,847
		Total Sewer Amendments	\$ -	\$ 8,847
Surface Water - Fund 412	1	Additional funds for the Employee Healthcare Plan needed per actuary	-	16,276
		Total Surface Water Amendments	\$ -	\$ 16,276
Equipment Rental & Replacement (501)	1	Additional funds for the Employee Healthcare Plan needed per actuary		7,095
Equipment Rental & Replacement (501)	10	Transfer of golf fleet to Golf (Fund 411)	-	211,724
		Total Equipment Rental & Replacement Amendments	\$ -	\$ 218,819
Insurance Fund (502)	1	Additional funds for the Employee Healthcare Plan needed per actuary	400,000	-
		Total Insurance Fund Amendments	\$ 400,000	\$ -

- 1) Per the City's actuary, an additional \$400,000 is needed to maintain the required reserve levels in the Employee Healthcare Plan.
- 2) As of May 6th, the estimated need for contingency funds was \$4.8 million. On August 14th, updated projections estimated the need to be \$3.3 million. After further refinement using updated data as well as the restructuring of the general fund portion of the tenant improvements for Phase I of the Public Works Shops, it is estimated that the amount of contingency funds needed to close the revenue gap is expected to be \$700 thousand.
- 3) The City initially expected a certain level of financial support from other utility providers for undergrounding on the 42nd Ave S and 53rd Ave S projects. At this time, it appears the City will not be receiving all funds that were initially expected. Solid Waste Utility Tax revenue and prior year land sale revenue from the Urban Renewal Fund will be transferred to the Residential Streets Fund to cover these costs. Neither transfer effects the general fund ending fund balance.
- 4) \$1.85 million was budgeted for the Macadam Road S project that work was not done in 2020 on the project. Therefore, budget authority is being reallocated to the two sidewalk projects and grant revenue associated with the Macadam Road S project is being reduced.
- 5) Park impact fees are allocated to certain projects that reside in Bridges and Arterial Streets (Fund 104) and Land Acquisition, Recreation, and Park Development (Fund 301). This amendment moves fees from Arterial Streets to Land Acquisition, Recreation, and Park Development to align with the correct projects.

- 6) *Proceeds from the sale of the Tukwila Village property were recorded in the Urban Renewal fund (Fund 302) but are to be dedicated to the Public Safety Plan (Fund 305). Revenue from this property sale is included in the D-20 Financial Framework.*
- 7) *Some Public Safety Plan expenditures were incurred in 2020 that were planned in other years. The total project budget remains the same, this amendment only addresses the timing in which year the expenditures were incurred.*
- 8) *Some Public Works Shop expenditures that were expected to be incurred in 2020 are now expected to be incurred in 2021 instead. The total project budget for Phase I remains the same, this amendment only addresses the timing in which year the expenditures were occurred.*
- 9) *Foster Golf Course experienced stronger than expected business in 2020 resulting in both higher revenue and expenditures.*
- 10) *Management of all golf carts and related equipment was transferred from Equipment Rental and Replacement (Fund 501) to the Golf Course (Fund 411) in 2020.*

In addition to the budget amendments proposed for other funds, beginning fund balances in various funds are also being adjusted to true up to actual beginning fund balances.

RECOMMENDATION

The Council is asked to approve the Budget Amendment ordinance and consider this item at the November 9, 2020 Committee of the Whole, and November 16, 2020 Regular Council Meeting.

ATTACHMENTS

Draft Ordinance
Reconciliation of 2019-2020 Budget Summary to Ordinance
Proposed Budget Changes – Summary by Fund

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AMENDING ORDINANCE NOS. 2597 AND 2602, WHICH ADOPTED AND AMENDED THE CITY OF TUKWILA'S BIENNIAL BUDGET FOR THE 2019-2020 BIENNIUM, TO ADOPT AN AMENDED YEAR-END BUDGET; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 3, 2018, the City Council of the City of Tukwila adopted Ordinance No. 2597, which adopted the 2019-2020 biennial budget of the City of Tukwila; and

WHEREAS, on February 14th, 2019, the City Council of the City of Tukwila adopted Ordinance No. 2602 amending Ordinance No. 2597, to correct a math error in the amounts shown for the General Fund; and

WHEREAS, the City has determined a need to amend the 2019-2020 Biennial Budget before fiscal year-end;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Ordinance Amended. Tukwila Ordinance No. 2597 is hereby amended with the City Council's adoption of the document entitled "City of Tukwila 2019-2020 Year-End Budget Amendment," attached hereto and incorporated by this reference as if fully set forth herein, in accordance with RCW 35A.34.200.

Section 2. Estimated Revenues and Appropriations. The totals of the estimated revenues and appropriations for each separate fund and the aggregate totals are as follows:

FUND	EXPENDITURES	REVENUES
000 General	\$149,120,751	\$149,120,751
105 Contingency	\$7,401,978	\$7,401,978
101 Lodging Tax	\$3,461,328	\$3,461,328
103 Residential Streets	\$10,518,586	\$10,518,586
104 Bridges and Arterial Streets	\$18,585,453	\$18,585,453
109 Drug Seizure	\$371,718	\$371,718
2XX LTGO Debt Service	\$9,685,418	\$9,685,418
206 LID Guaranty	\$706,044	\$706,044
213 UTGO Bonds	\$6,643,675	\$6,643,675
233 2013 LID	\$2,108,736	\$2,108,736
301 Land Acquisition, Recreation & Park Dev.	\$3,244,679	\$3,244,679
302 Urban Renewal	\$10,329,208	\$10,329,208
303 General Government Improvements	\$1,009,901	\$1,009,901
304 Fire Impact Fees	\$1,913,259	\$1,913,259
305 Public Safety Plan	\$90,638,024	\$90,638,024
412 Surface Water	\$24,190,144	\$24,190,144
401 Water	\$21,345,765	\$21,345,765
402 Sewer	\$33,216,502	\$33,216,502
411 Foster Golf Course	\$4,257,999	\$4,257,999
412 Surface Water	\$20,129,950	\$20,129,950
501 Equipment Rental and Replacement	\$12,498,789	\$12,498,789
502 Employee Healthcare Plan	\$14,387,900	\$14,387,900
503 LEOFF 1 Retiree Healthcare Plan	\$1,167,350	\$1,167,350
611 Firemen's Pension	\$1,597,856	\$1,597,856
Total	\$448,531,013	\$448,531,013

Section 3. Copies on File. A complete copy of the amended budget for 2019-2020, as adopted, together with a copy of this amending ordinance, shall be kept on file electronically by the City Clerk and accessible from the City's website in accordance with Washington State records retention schedule requirements and City policy, and shall be made available to the public upon request. A copy of the amended budget for 2019-2020, as adopted, together with a copy of this amending ordinance, shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 4. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 6. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force and effect five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney

Attachment: City of Tukwila 2020 Year-End Budget Amendment

City of Tukwila 2020 Year-End Budget Amendment

Reconciliation of 2020 Budget Summary to Ordinance

	2019 Beginning Fund Balance	2019 Revenues	2020 Revenues	Total Revenues	Mid-Biennial Amendments	Mid-Biennial Amended Revenues	Beginning Fund Balance Adjustment	2020 Year-End Amendments	Total Revenues
000 General	\$ 12,590,576	\$ 65,947,930	\$ 67,194,827	\$ 145,733,333	\$ 2,787,716	\$ 148,521,049	\$ (1,237,163)	\$ 1,836,865	\$ 149,120,751
101 Lodging Tax	1,370,302	778,000	803,000	2,951,302	247,323	3,198,625	262,703	-	3,461,328
103 Residential Street	2,826,621	4,002,000	5,711,000	12,539,621	(2,161,077)	10,378,544	90,042	50,000	10,518,586
104 Arterial Street	3,621,865	6,819,000	4,764,400	58,087,865	(40,398,440)	17,689,425	886,028	-	18,585,453
105 Contingency	6,447,329	148,568	300,000	6,895,897	109,832	7,005,729	396,249	-	7,401,978
109 Drug Seizure Fund	226,507	55,000	55,000	336,507	-	336,507	35,211	-	371,718
2XX LTGO Debt Service	387,669	4,979,262	4,590,311	9,957,242	(214,085)	9,743,157	(57,739)	-	9,685,418
206 LID Guaranty	685,037	300	300	685,637	-	685,637	20,407	-	706,044
213 UTGO Bonds	40,117	2,841,675	3,713,175	6,594,967	-	6,594,967	48,708	-	6,643,675
233 2013 LID	707,287	688,637	668,613	2,064,537	-	2,064,537	44,199	-	2,108,736
301 Land Acquisition, Recreation & Park Dev.	1,019,562	128,320	116,400	1,264,282	695,000	1,959,282	610,291	675,106	3,244,679
302 Urban Renewal	2,213,064	10,000	10,000	2,233,064	5,362,629	7,595,693	2,733,515	-	10,329,208
303 General Government Improvements	337,761	200,500	200,500	738,761	140,000	878,761	131,140	-	1,009,901
304 Fire Impact Fees	7,412	500,100	500,100	1,007,612	609,723	1,617,335	295,924	-	1,913,259
305 Public Safety Plan	13,038,494	66,414,346	2,683,709	82,136,549	3,794,489	85,931,018	1,954,006	2,753,000	90,638,024
306 City Facilities	1,914,000	7,500,000	-	9,414,000	15,165,590	24,579,590	(389,446)	-	24,190,144
401 Water	5,149,522	7,317,000	7,524,000	19,990,522	908,249	20,898,771	446,994	-	21,345,765
402 Sewer	9,174,430	9,912,000	9,912,000	28,998,430	1,037,650	30,036,080	3,180,422	-	33,216,502
411 Foster Golf Course	640,081	1,793,900	1,847,900	4,281,981	33,000	4,314,981	(388,149)	311,267	4,257,999
412 Surface Water	754,303	9,070,000	7,990,000	17,814,303	1,840,800	19,655,103	474,847	-	20,129,950
501 Equipment Rental	3,874,899	3,619,089	3,221,544	10,715,532	420,003	11,135,535	1,363,254	-	12,498,789
502 Insurance Fund	1,137,704	6,563,872	6,889,436	14,591,012	176,587	14,767,599	(779,699)	400,000	14,387,900
503 Insurance - LEOFF 1 Fund	527,005	266,533	266,541	1,060,079	-	1,060,079	107,271	-	1,167,350
611 Firemen's Pension	1,449,856	74,000	74,000	1,597,856	-	1,597,856	-	-	1,597,856
Total	\$ 70,141,403	\$ 199,630,032	\$ 171,919,356	\$ 441,690,791	\$ (9,445,031)	\$ 432,245,760	\$ 10,259,015	\$ 6,026,238	\$ 448,531,013

	2019 Expenditures	2020 Expenditures	2020 Ending Fund Balance	Total Expenditures	Mid-Biennial Amendments	Mid-Biennial Amended Expenditures	2020 Year-End Amendments	Net Effect on 2020 Ending Fund Balance	Total Expenditures
000 General	\$ 65,865,875	\$ 65,821,945	\$ 14,045,513	\$ 145,733,333	\$ 2,787,716	\$ 148,521,049	\$ 1,483,137	\$ (883,435)	\$ 149,120,751
101 Lodging Tax	693,131	695,498	1,562,673	2,951,302	247,323	3,198,625	388	262,315	3,461,328
103 Residential Street	6,616,000	5,701,000	222,621	12,539,621	(2,161,077)	10,378,544	-	140,042	10,518,586
104 Arterial Street	8,854,599	48,935,382	297,884	58,087,865	(40,398,440)	17,689,425	676,982	219,036	18,585,453
105 Contingency	-	-	6,895,897	6,895,897	109,832	7,005,729	700,000	(303,751)	7,401,978
109 Drug Seizure Fund	60,000	60,000	216,507	336,507	-	336,507	-	35,211	371,718
2XX LTGO Debt Service	4,979,263	4,589,893	388,086	9,957,242	(214,085)	9,743,157	-	(57,739)	9,685,418
206 LID Guaranty	-	-	685,637	685,637	-	685,637	-	20,407	706,044
213 UTGO Bonds	2,841,675	3,713,175	40,117	6,594,967	-	6,594,967	-	48,708	6,643,675
233 2013 LID	688,637	668,613	707,287	2,064,537	-	2,064,537	-	44,199	2,108,736
301 Land Acquisition, Recreation & Park Dev.	605,000	50,000	609,282	1,264,282	695,000	1,959,282	-	1,285,397	3,244,679
302 Urban Renewal	235,000	15,000	1,783,064	2,233,064	5,362,629	7,595,693	3,153,000	(419,485)	10,329,208
303 General Government Improvements	353,094	358,015	27,652	738,761	140,000	878,761	131,140	-	1,009,901
304 Fire Improvements	500,000	500,000	7,612	1,007,612	609,723	1,617,335	-	295,924	1,913,259
305 Public Safety Plan	39,896,578	40,028,146	2,211,825	82,136,549	3,794,489	85,931,018	10,500,000	(5,792,994)	90,638,024
306 City Facilities	4,629,000	4,785,000	-	9,414,000	15,165,590	24,579,590	(5,000,000)	4,610,554	24,190,144
401 Water	7,650,901	9,000,238	3,339,383	19,990,522	908,249	20,898,771	10,043	436,951	21,345,765
402 Sewer	10,774,916	9,783,035	8,440,479	28,998,430	1,037,650	30,036,080	8,847	3,171,575	33,216,502
411 Foster Golf Course	1,765,345	1,810,408	706,128	4,281,881	33,000	4,314,881	(388,149)	4,257,999	4,257,999
412 Surface Water	8,933,224	7,302,426	1,578,653	17,814,303	1,840,800	19,655,103	16,276	(165,619)	20,129,950
501 Equipment Rental	4,435,204	3,777,658	2,502,670	10,715,532	420,003	11,135,535	218,819	1,144,435	12,498,789
502 Insurance Fund	6,904,662	7,412,104	274,246	14,591,012	176,587	14,767,599	-	(379,699)	14,387,900
503 Insurance - LEOFF 1 Fund	465,755	489,313	105,011	1,060,079	-	1,060,079	-	107,271	1,167,350
611 Firemen's Pension	69,991	69,991	1,457,874	1,597,856	-	1,597,856	-	-	1,597,856
Total	\$ 177,817,850	\$ 215,766,840	\$ 48,106,101	\$ 441,690,791	\$ (9,445,031)	\$ 432,245,760	\$ 11,876,238	\$ 4,409,015	\$ 448,531,013

Proposed Budget Changes - Summary by Fund															
2020 Fund	Beginning Fund Balance				Revenue				Expenditure				Ending Fund Balance		
	Adopted Budget	Proposed Amendments	Proposed Revised Budget		Adopted Budget	Proposed Amendments	Proposed Revised Budget		Adopted Budget	Proposed Amendments	Proposed Revised Budget		Adopted Budget	Proposed Amendments	Proposed Revised Budget
General Fund Depts.															
Council						\$	4,059								
Mayor							42,527								
Administrative Services						31,965									
Finance						20,000									
Recreation						-	13,655								
Community Development						19,900									
Court						115,000									
Police						-	9,363								
Fire						-	113,781								
Fire						-	83,274								
TIS						-	8,831								
Public Works						-	(71,478)								
Parks						-	7,122								
Street Maintenance						-	9,618								
Transfers						1,650,000									
Property Tax Revenue															
Total General Fund	13,828,530	(1,237,163)	12,591,367		67,679,827	1,836,865	69,516,692		67,721,279	1,483,137	69,204,416		13,787,078	(883,435)	12,903,643
Special Revenue Funds:															
Lodging Tax	1,702,495	262,703	1,965,198		803,000	-	803,000		695,500	388	695,888		1,809,995	262,315	2,072,310
Drug Seizure	221,507	35,211	256,718		55,000	-	55,000		60,000	-	60,000		216,507	35,211	251,718
Contingency	6,705,729	396,249	7,101,978		300,000	-	300,000		-	700,000	700,000		7,005,729	(303,751)	6,701,978
LTGO Debt Service Funds (2XX)	1,944,213	55,575	1,999,788		9,022,399	-	9,022,399		9,021,681	-	9,021,681		1,944,931	55,575	2,000,506
Capital Projects Funds:															
Residential Streets	51,544	90,042	141,586		5,711,000	50,000	5,761,000		5,701,000	-	5,701,000		61,544	140,042	201,586
Bridges and Arterial Streets	1,187,826	896,028	2,083,854		10,647,000	-	10,647,000		11,435,383	676,992	12,112,375		399,443	219,036	618,479
Land Acquisition, Rec. and Park Dev.	567,882	610,291	1,178,173		116,400	675,106	791,506		75,000	-	75,000		609,282	1,285,397	1,894,679
Urban Renewal	7,350,693	193,605	7,544,298		10,000	-	10,000		215,000	3,153,000	3,368,000		7,145,693	(2,959,395)	4,186,298
General Government	525,166	131,140	656,306		200,900	-	200,900		658,014	-	658,014		67,652	131,140	198,792
Fire Impact Fees	17,235	295,924	313,159		500,100	-	500,100		500,000	-	500,000		17,335	295,924	313,259
Public Safety Plan	42,350,731	1,954,006	44,304,737		3,683,709	2,753,000	6,436,709		40,028,146	10,500,000	50,528,146		6,006,294	(5,792,994)	213,300
City Facilities (PW Shops)	6,350,590	(389,446)	5,961,144		4,000,000	-	4,000,000		10,350,590	(5,000,000)	5,350,590		-	4,610,554	4,610,554
Enterprise Funds:															
Water	5,723,870	446,994	6,170,864		7,524,000	-	7,524,000		9,224,913	10,043	9,234,956		4,022,957	436,951	4,459,908
Sewer	9,349,164	3,180,422	12,529,586		9,912,000	-	9,912,000		10,408,398	8,847	10,417,245		8,852,766	3,171,575	12,024,341
Golf	565,637	(368,149)	197,488		1,880,900	311,267	2,192,167		1,789,429	108,736	1,898,165		657,108	(165,618)	491,490
Surface Water	2,731,879	474,847	3,206,726		7,990,000	-	7,990,000		7,612,242	16,276	7,628,518		3,109,637	458,571	3,568,208
Internal Service Funds:															
Equipment Rental and Replacement	\$ 3,478,787	\$ 1,363,254	\$ 4,842,041		\$ 3,221,544	\$ -	\$ 3,221,544		\$ 3,780,532	\$ 218,819	\$ 3,999,351		\$ 2,919,799	\$ 1,144,435	\$ 4,064,234
Employee Healthcare Plan	796,914	(779,699)	17,215		7,066,023	400,000	7,466,023		7,412,104	-	7,412,104		450,833	(379,699)	71,134
LEOFF 1 Retiree Healthcare Plan	327,783	107,271	435,054		266,541	-	266,541		489,313	-	489,313		105,011	107,271	212,282
Firemen's Pension	1,453,865	-	1,453,865		74,000	-	74,000		69,991	69,991	69,991		1,457,874	-	1,457,874



INFORMATIONAL MEMORANDUM

TO: **Committee of the Whole**
FROM: **Laurel Humphrey, Legislative Analyst**
DATE: **October 20, 2020**
SUBJECT: **Land Acknowledgement Practice**

ISSUE

Some groups and agencies have adopted a practice of land acknowledgement, which is a formal statement that pays tribute to the indigenous inhabitants of the local land. The King County Committee of the Whole and the Seattle City Council's Land Use & Neighborhoods Committee open with these statements. The Edmonds City Council has also incorporated this practice into its Council meetings.

BACKGROUND

During a preliminary Council discussion on the matter, concerns were raised around legal or political implications, types of events where this would be appropriate, as well as how to be inclusive of other groups that have experienced historical injustices. The Committee of the Whole discussed this again on March 23, 2020 and referred it to the Finance Committee for a recommendation.

Staff is seeking Council direction on implementing a land acknowledgement practice, and if it chooses to do so, in which types of events. Some options that emerged from prior Council discussions are:

- Opening of City Council meetings
- Dedication of City facilities on public lands
- Plaque or other installation in city facilities (this was done in the new Station 51 and Justice Center buildings and will also be incorporated into the new Fire Station 52)
- Statement on website or other media
- Statement about origin of the name Tukwila on City Council agendas
- City Council resolution of land acknowledgement

City staff sought advice from a cultural resources consultant when crafting the land acknowledgement language to be included in the Stations 51, 52 and Justice Center facilities. That recommendation, which was implemented, is:

“The City of Tukwila is located on the ancestral lands of the Coast Salish people. We acknowledge their continuing connections to land, waters and culture. We pay our respects to their elders past, present and emerging.”

RECOMMENDATION

This is presented for Committee discussion and recommendation.

