

Allan Ekberg, Mayor

INFORMATIONAL MEMORANDUM

TO: COMMUNITY SERVICES & SAFETY COMMITTEE

FROM: Mayor Ekberg

David Cline, City Administrator

DATE: October 8, 2021

SUBJECT: Amendment to the Karen Reed Consulting Contract

ISSUE

The City Council recently approved the formation of a Fire/EMS Community Advisory Committee and appointed members to the Committee with consultant Karen Reed as the facilitator. Council also authorized up to an additional \$40,000 as compensation for these services. As this exceeds the Mayor's signing authority, the contract amendment requires Council approval and authorization.

BACKGROUND

On June 14, 2021 Council authorized City Administration to allocate up to \$40,000 to contract with Karen Reed Consulting LLC for information gathering and ongoing work to establish a community Fire/EMS Advisory Committee. On September 27, 2021 Ms. Reed gave a presentation to Council regarding the work done to date and the recommended plan to move forward. The Council gave consensus for the City to proceed with the plan as presented, which includes additional compensation for Ms. Reed.

DISCUSSION

The City executed a contract with Karen Reed Consulting LLC on June 17, 2021 not to exceed \$35,000 with a term expiring December 31, 2021 to assist with the preliminary groundwork to form the Fire Advisory Committee. The attached contract amendment revises the Scope of Services to include facilitation of the Committee, extends the term of the contract to December 31, 2022 and increases the compensation by \$40,000 to not exceed \$75,000.

RECOMMENDATION

The Committee is being asked to move this item forward to the consent agenda of the November 1, 2021 City Council Meeting for approval and authorization for execution by the Mayor.

ATTACHMENTS

Amendment #1 to the Karen Reed Consulting Contract



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and Karen Reed Consulting, LLC

That portion of Contract No. 21-093 between the City of Tukwila and Karen Reed Consulting, LLC is hereby amended as follows:

Section 2: Scope of Services. The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

<u>Section 3: Duration of Agreement; Time for Performance</u>. This Agreement shall be in full force and effect for a period commencing upon execution and ending <u>December 31, 2022 December 31, 2021</u>, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than <u>December 31</u>, <u>2022 December 31, 2021</u> unless an extension of such time is granted in writing by the City.

Section 4: Payment. The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

A. Payment for the work provided by the Consultant shall be made at the rate of \$215 per hour, billed in quarter-hour increments, provided that the total amount of payment to the Consultant shall not exceed \$75,000.0035,000.00-without express written modification amendment of the Agreement signed by the City.

All other provisions of Contract No. 21-09	93 shall remain in full force and effect.	
Dated this day of	, 2021.	
CITY OF TUKWILA	CONTRACTOR	
Allan Ekberg, Mayor	Karen Reed, Manager	
ATTEST/AUTHENTICATED	APPROVED AS TO FORM	
Christy O'Flaherty, MMC, City Clerk	Office of the City Attorney	

Exhibit A

Scope of Work

The Consultant will facilitate the City's internal team (Team) created to identify and analyze options for the future of the City Fire Department and provision of fire services in the City. The Team will meet approximately weekly from June through the fall-2021-Spring 2022 and will include designated representatives from city administration, council staff, fire department administration and union leadership. Deliverables will include:

- Conduct short introductory virtual meetings with individual Team members
- Interview each Councilmember virtually, and develop a summary document outlining themes for guidance of the Team's work.
- Creation of Team committee charter (mission, scope of inquiry, reporting)
- Creation of a proposed work plan for the Team
- Prepare committee agendas & email summaries after each meeting of action items and follow_on task assignments.
- Meeting facilitation
- Developing Team reports and recommendations to the City Council, with support and input of the Team and the financial consultant engaged by the City.
- Presentation to City Council or other Council committees as needed

The first phase of work will be to establish the Committee charter and reach agreement on a work plan to prepare background and other important materials for a Council Fire Advisory Task Force which is expected to begin in Fall of 2021.

The second phase of work will be to identify and analyze options for the future of the City Fire Department, to include but not necessarily limited to: remaining part of the City; transferring service responsibility by contract and/or annexation to a regional fire authority or partnering with another agency to create a regional fire authority.

The third phase of work will be to present the findings and recommendations of the Team to the Mayor and City Council, including recommendations for next steps, including how best to form and support a successful Council Fire Advisory Task Force.

Once agreed upon by City Council, the Council Fire Advisory Task Force or a similar community engagement effort, consultant will provide advice on the scoping and phasing of that effort and may, subject to an amendment in this scope agreed upon by both the City and Consultant, facilitate that community task force or engagement effort, anticipated to include nine task force meetings, with a final task force report submitted by the end of April 2022; the Consultant will draft the task force report, with assistance from City staff, at the direction of the task force.

Consultant is an attorney but will not provide the City legal advice. The City will provide legal assistance to the Team as needed.

Consultant will bill at the rate of \$215/hr., in quarter hour increments. Any travel time to meetings exceeding 1 hour per round trip is billed at the regular hourly rate.

City is responsible for copying of meeting materials as may be needed and for calendaring of all meetings and interviews, and for providing all scheduling and other logistical support to the community task force. The City will separately contract for financial analyst assistance to support the Team.

Consultant is unavailable August 28 – Sept. 11 and may be unavailable at other times as well due to commitments to other clients.