



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028  
Phone: 425-398-8900 - E-mail: [cityhall@kenmorewa.gov](mailto:cityhall@kenmorewa.gov)

### City Council Regular Meeting

**ON-SITE**

**MONDAY, JULY 17, 2023 - 7:00 PM**

**In addition, we try to provide access to the meeting virtually:**

**ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/86727579423>**

Or One tap Mobile: US: +12532158782,,86727579423#

Or Telephone Dial US: +1 253 215 8782

Callers please dial \*9 to raise and lower hand

Webinar ID: 867 2757 9423

**If you are having difficulty accessing the meeting virtually, please contact [mkang@kenmorewa.gov](mailto:mkang@kenmorewa.gov).**

**Technical Difficulties** - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

**I. CALL REGULAR MEETING TO ORDER - 7:00 PM**

**II. ROLL CALL**

**III. FLAG SALUTE**

**IV. AGENDA APPROVAL**

**AGENDA APPROVED AS PRESENTED**

**V. PROCLAMATION**

**PROCLAIMED**

- A. Arts of Kenmore 2023 Youth Poet Laureate - Jayden Chang  
[Youth Poet Laureate Day 2023](#)

**VI. PRESENTATIONS**

- A. Introduce New Staff
- Principal Planner Todd Hall, introduced by Community Development Director Debbie Bent
- INTRODUCED**
- B. Kenmore Waterfront Activities Center (KWAC) and Seattle Flying Dragon Boat Club (SFDBC), presented by Greg Bobgan, KWAC Board Director at Large and SFDBC Head Coach
- PRESENTED**
- C. King County Metro Lynnwood Link Connections: Phase 3 Service Proposal, presented by Government Relations Jurisdictional Lead Amanda Pleasant-Brown, Transportation Planner Lynnwood Link

Connections Project Manager Corey Holder, and Community Engagement Planner Lynnwood Link Connections Lead Luke Distelhorst

**PRESENTED**

[Presentation - Lynnwood Link Connections Phase 3](#)

**VII. WHERE'S THE FUN?**

**VIII. PUBLIC COMMENTS**

- A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the "raise hand" feature now if you wish to speak. All guests must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

**IX. CONSENT AGENDA**

**CONSENT AGENDA MINUS ITEM A APPROVED UNANIMOUSLY**

- A. Authorized the City Manager to execute Contract No. 23-C2929 with Cascadia College for catch-up learning programs to be provided during the 2023-2024 academic year and summer 2024  
**REMOVED FROM CONSENT AGENDA AND ADDED TO BUSINESS AGENDA FOR DISCUSSION**  
[Agenda Bill - Contract No. 23-C2929 ARPA Catch-Up Learning and Child Care Support \(Updated 7/17\)](#)  
[Attachment 1 - Contract No. 23-C2929 \(Updated 7/17\)](#)
- B. Cancel City Council Regular Meetings in August, 2023

**X. BUSINESS AGENDA**

**ADDED DURING MEETING**

- A. Authorize the City Manager to execute Contract No. 23-C2929 with Cascadia College for catch-up learning programs to be provided during

the 2023-2024 academic year and summer 2024, in a form approved by the City Attorney, revised 7/17/2023.

**APPROVED BY UNANIMOUS CONSENT**

[Agenda Bill - Contract No. 23-C2929 ARPA Catch-Up Learning and Child Care Support \(Updated 7/17\)](#)

[Attachment 1 - Contract No. 23-C2929 \(Updated 7/17\)](#)

## **XI. STUDY SESSION AGENDA**

- A. Republic Services Update, presented by Republic Services Sustainability and Community Relations Manager Wendy Weiker

**PRESENTED AND DISCUSSED**

[Presentation - Republic Services](#)

## **XII. STAFF REPORTS**

- A. Town Hall Format Discussion

**DISCUSSED**

## **XIII. COUNCILMEMBER REPORTS & COMMENTS**

## **XIV. ADJOURNMENT**

### **UPCOMING MEETINGS**

- A. City Council Regular Meeting of July 24, 2023 - 7:00 PM  
All City Council Regular Meetings of August 2023 - **CANCELED**  
City Council Special Meeting of August 15, 2023 - 12:00 Noon

### **NOTICE OF POTENTIAL QUORUMS**

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.

## City of Kenmore, Washington Proclamation

**WHEREAS**, The Arts of Kenmore is committed to lifting the voices of emerging youth poets, written and spoken word artists, supporting career and college readiness, and engaging youth through civic and community leadership; and

**WHEREAS**, the Arts of Kenmore conducted a thorough adjudication under the purview of the National Scholastic Competition guidelines; and

**WHEREAS**, Jayden Chang was selected and has accepted the title of “Youth Poet Laureate” to represent the community of Kenmore, Washington, with utmost distinction to the best of his ability throughout his life; and

**WHEREAS**, Jayden will release a selection of his original works to be published by East Point West Press Publishing; and

**WHEREAS**, Jayden will create a community service project expanding the reach and platform of Youth Poet Laureate by engaging peers and audiences in the region around an issue and/or theme that holds special significance for him; and

**WHEREAS**, Jayden will promote National Poetry Month in April and participate in a variety of community and regional opportunities and platforms engaging community in accessible poetry, arts, and culture; and

**WHEREAS**, Jayden will dedicate a Year of Service to represent the Kenmore community and his peers from May 2023 through May 2024.

**NOW THEREFORE**, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **July 17, 2023**, to be **Youth Poet Laureate Day** throughout the City of Kenmore and encourage our community to engage and support the Art of Poetry.

**IN WITNESS WHEREOF**, signed this 17th day of July 2023.



Signed: \_\_\_\_\_

Nigel Herbig, Mayor

Attested: \_\_\_\_\_

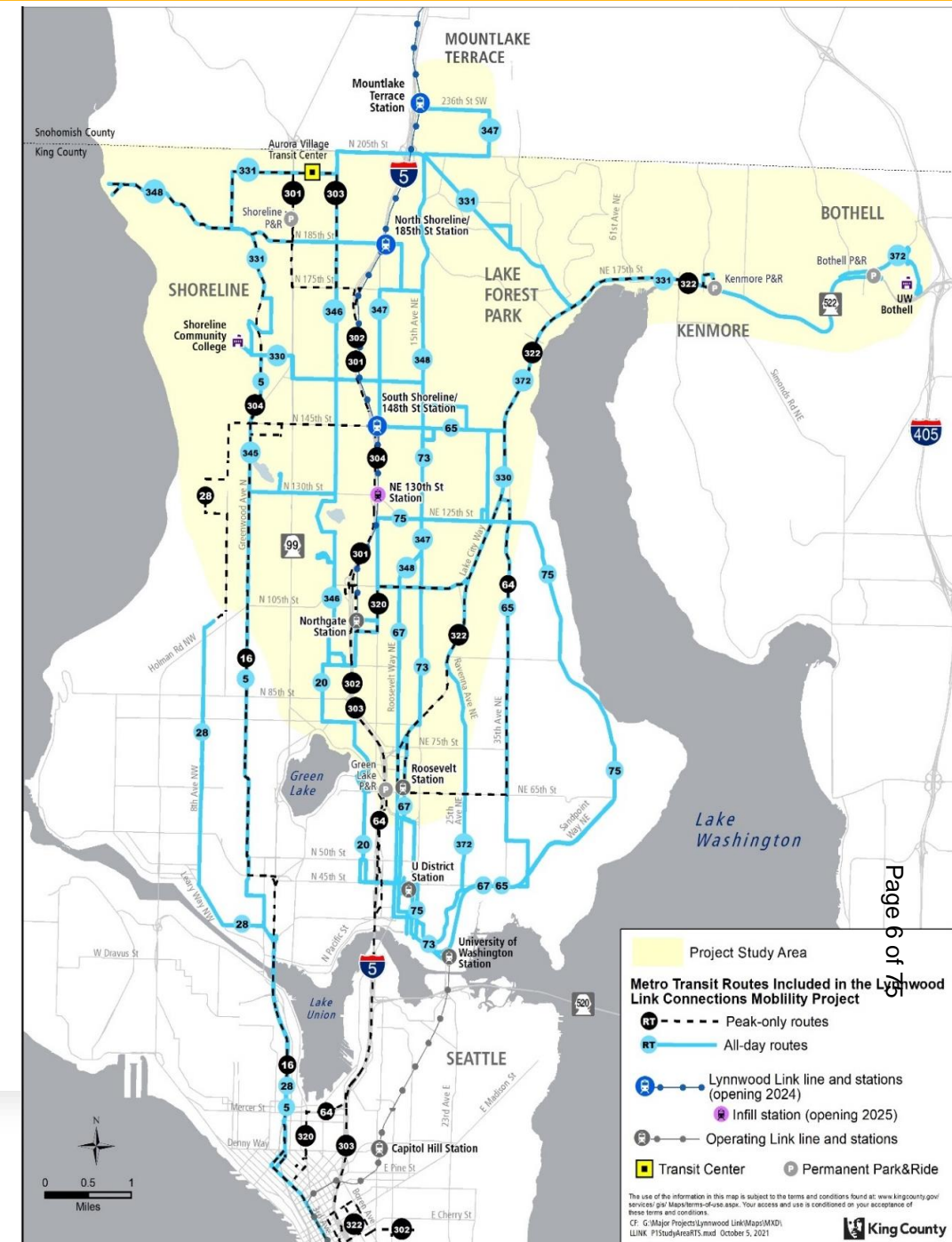
Anastasiya Warhol, City Clerk

# Lynnwood Link Connections

Phase 3, Kenmore City Council  
July 17, 2023

# Project Scope

- **Project routes** - 23 Routes (15 All-day and 8 peak-only)
  - All-day Routes: 5, 20, 28, 45, 65, 67, 73, 75, 330, 331, 345, 346, 347, 348, 372
  - Peak-Only Routes: 16X, 64, 301, 302, 303, 304, 320, 322
- **Project area** – Focus area for targeted engagement and equity analysis
- **Note:** Coordination with Sound Transit on the planning of the 522 corridor





# Project Goals

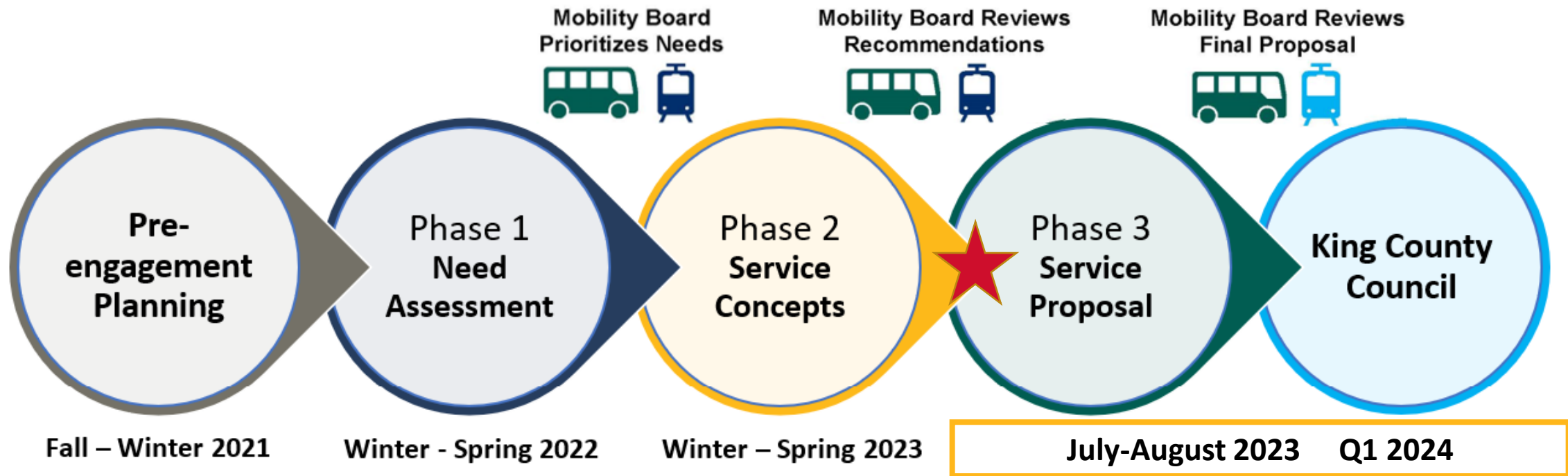
- 1. Improve mobility** for priority populations (as defined by the Mobility Framework), who are an important part of our current and potential customer base.
- 2. Equitably inform, engage, and empower** current and potential customers traveling in the project area
- 3. Deliver integrated service** that responds to Link expansion, changes in the transit network, and community needs
- 4. Improve the efficiency, effectiveness, and environmental sustainability** of the transit system

*Project goals are consistent with the common restructuring goals in the new Service Guidelines*



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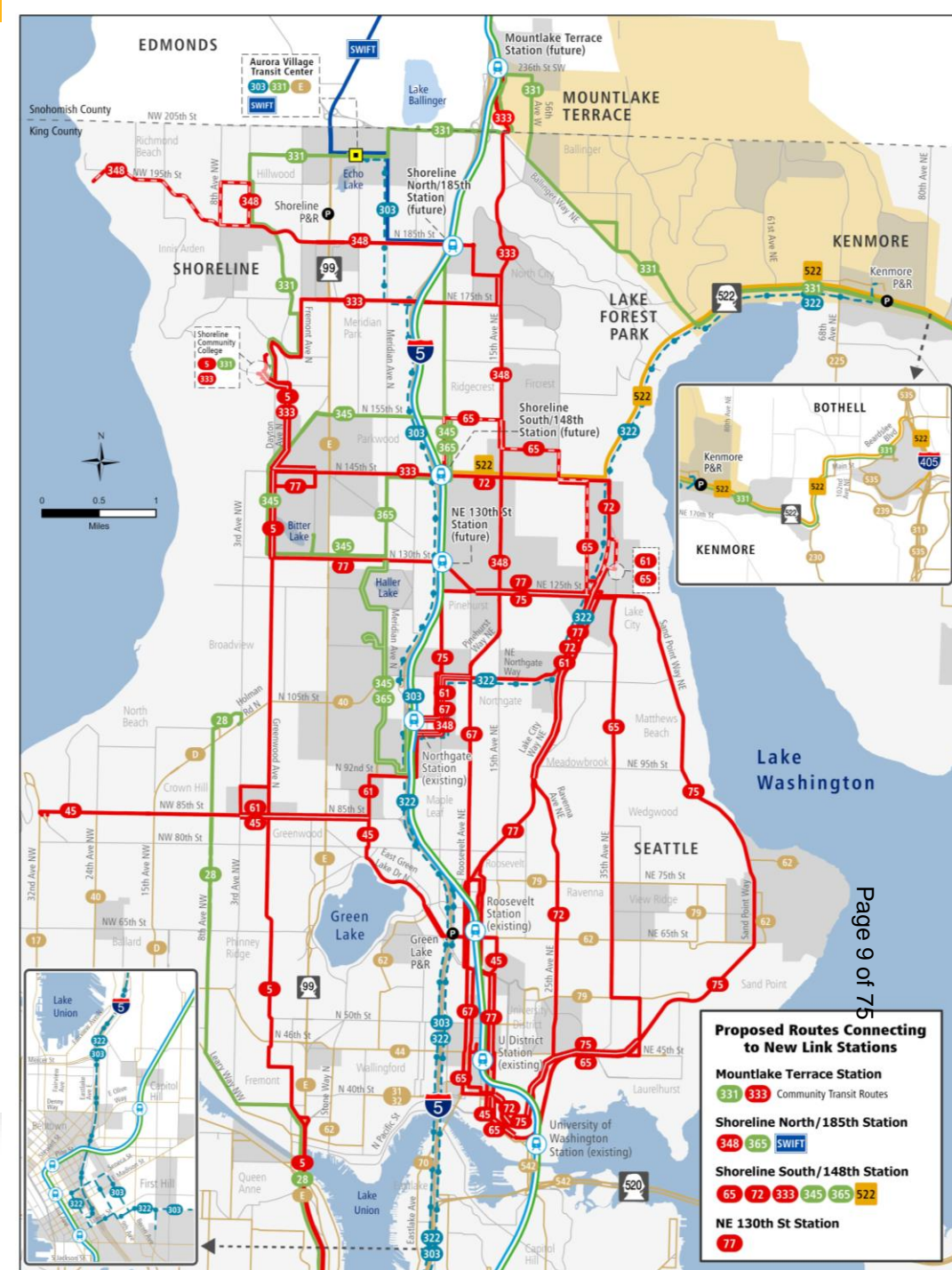
# Engagement Timeline





# Phase 3 Service Proposal Highlights

- Continuing to shift toward an all-day frequent network that includes more evening and weekend bus service, and less peak-only service.
- Link light rail will provide very frequent north-south service allowing for new and improved east-west bus service that does not exist today.
- Maintaining or improving convenient transit access for Equity Priority Areas and priority populations.



# Revised Route 331

Shoreline CC - Aurora Village - MLT - Kenmore - Bothell

Route extended from Kenmore to Bothell

Revised to serve new Mountlake Terrace Station

Runs later into the evening than today (midnight weekdays, 11pm weekends)

20-minute peak frequency, 30-minute off peak



## Revised Route 522

- Provides frequent connection to Link light rail
- No changes to current routing until full 2 Line connects to Lynnwood
- When full 2 Line opens, route will connect to Shoreline South/148<sup>th</sup> Station
- Sound Transit and King County Metro are planning local service for stops south of NE 145<sup>th</sup> St





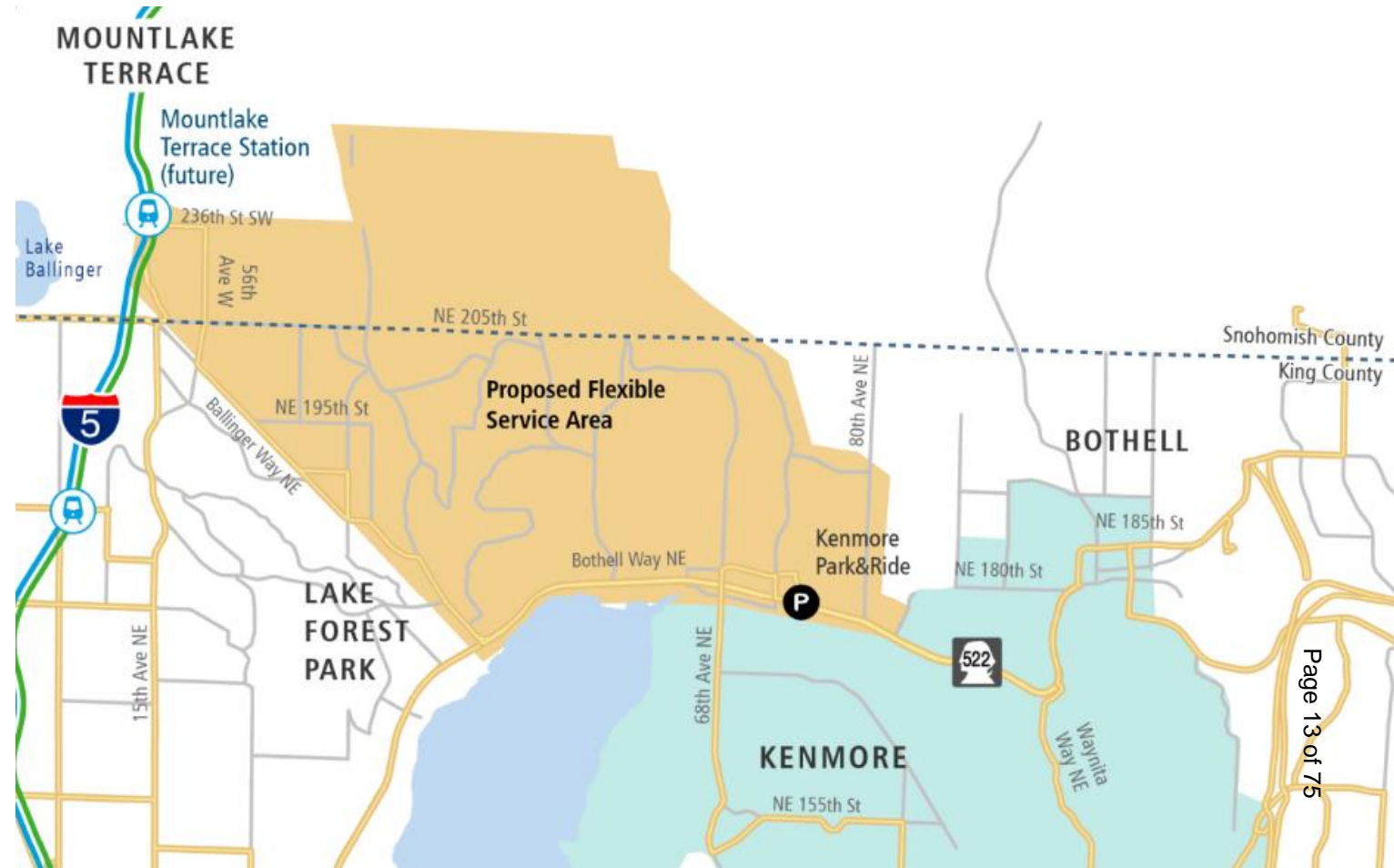
# Route 72 replaces Route 372

- New Route 72 provides very frequent service between 145<sup>th</sup> and UW. All day 10-minute frequency on weekdays.
- 7-day-a-week Kenmore to UW connection provided by revised Route 522 BRT plus Link at 148<sup>th</sup> Station, or Route 72 at 145<sup>th</sup>.
- Improved weekend service (Route 372 does not run to Kenmore on weekends today)
- Change would not happen until Route 522 revised to serve 148<sup>th</sup> Station



# North Kenmore Metro Flex

- New Metro Flex zone in north Kenmore and Lake Forest Park, and south Mountlake Terrace
- Provides connections to Link, Stride, and local bus service in areas with no current transit
- Overlap area at Kenmore P&R with existing Juanita zone, also enabling connections between the two zones
- Coordinating with Community Transit on potential partnership for expanded service hours.



## Metro service continuing to serve Kenmore area

- Route 225 (Kenmore – Totem Lake – Overlake)
- Route 322 (Kenmore P&R – Lake City – Northgate – First Hill)
- Route 342 (Shoreline –Kenmore – Bellevue – Renton)
  - Note: East Link Connections plans for additional service on Route 342, turning it into two-way peak service instead of current one way only.
- Juanita Area Metro Flex



# Phase 3 Outreach and Public Engagement

# Engagement Activities

Phase 1	Phase 2	Phase 3
Interview CBO stakeholders	Share service concept with the public and stakeholders to gather feedback	Share draft service proposal with the public and stakeholders to gather final feedback
Need assessment survey	Public online survey, general public outreach, community meetings, CBO partner led engagement	Public online survey, general public outreach community meetings, CBO partner led engagement
Recruit Mobility Board and Partner Review Board. Mobility Board co-create service concept and Partner Review Board review and provide feedback	Mobility Board co-create draft service proposal and Partner Review Board review service draft proposal and provide feedback	Finalize service proposal with Mobility Board; Partner Review Board reviews and provides feedback
Jurisdictional meetings	Jurisdictional meetings and council briefings	Jurisdictional meetings and council briefings

# General Public Outreach

Activity	
General outreach events	12 events this summer in project area communities
Flyer distribution	Targeting local destinations like libraries, community centers
Communications, Social Media	Raising general awareness of the survey and events
Open Houses	Special events to answer community questions
Outreach at transit and community locations	Engaging riders using our current transit network
Tabling at bases	Ensuring we include our drivers to help build our network
Direct engagement with key communities	Engaging key communities about specific areas of proposal

# Community-Based Organization Partners

- **CBO Paid Partnerships:**

- Lake City Collective
- Compass Housing
- Eightenseeds Inc. / Eco Infinity
- Black Coffee NW

- **Goals**

- Inform and amplify ways to provide feedback
- Emphasis on creating and implementing culturally responsive engagement
- Gather feedback from priority populations
- Report findings





# Implementing Engagement Lessons Learned

- Naming all project routes in email alerts, where most people learn about our survey
- Increasing number of bus stop signs by 33% (second-most likely place people learn about our survey!)
- Metro homepage banner for increased visibility (new website feature)
- Further simplifying route sheets
- Shorter survey as we move to Phase 3



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# We Want to Hear from You!

- **Visit:** [kingcounty.gov/metro/lynnwoodlink](https://kingcounty.gov/metro/lynnwoodlink)
- Take our survey by August 27
- Available in:
  - አማርኛ (Amharic), 简体中文 (Simplified Chinese), 繁體中文 (Traditional Chinese), Español (Spanish), 日本語 (Japanese), 한국어 (Korean), Русский (Russian), Soomaali (Somali), Tagalog, Tiếng Việt







## City Council Agenda Bill City of Kenmore, WA

<p><b>Subject/Topic:</b></p> <p>American Rescue Plan Act (ARPA) Catch-up Learning and Child Care Support</p> <p><b>Proposed Council Action/Motion:</b> Authorize City Manager to execute contract 23-C2929 with Cascadia College for catch-up learning programs to be provided during the 2023-2024 academic year and summer 2024, <u>in a form approved by the City Attorney (rev. 7-17-2023).</u></p>	<p><b>For Council Meeting Agenda of:</b> July 17, 2023</p> <p><b>Department:</b> City Manager's Office</p> <p><b>Prepared by:</b> Janet Quinn, Management Analyst (ARPA)</p> <table><thead><tr><th></th><th><u>Initial &amp; Date</u></th></tr></thead><tbody><tr><td><b>Approved by Department Head:</b></td><td><u>SLL 7/6/23</u></td></tr><tr><td><b>Approved by City Attorney:</b></td><td><u>CC (IBDR) 7/6/23</u></td></tr><tr><td><b>Approved by Finance Director:</b></td><td><u>MM 7/6/23</u></td></tr><tr><td><b>Approved by City Manager:</b></td><td><u>RK 7/6/23</u></td></tr></tbody></table> <p><b>Exhibits/Attachments:</b></p> <p>Contract No. 23-C2929</p>		<u>Initial &amp; Date</u>	<b>Approved by Department Head:</b>	<u>SLL 7/6/23</u>	<b>Approved by City Attorney:</b>	<u>CC (IBDR) 7/6/23</u>	<b>Approved by Finance Director:</b>	<u>MM 7/6/23</u>	<b>Approved by City Manager:</b>	<u>RK 7/6/23</u>
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<b>Approved by City Manager:</b>	<u>RK 7/6/23</u>										
<p><b>Summary:</b> Requesting authorization to proceed with a \$50,000 contract with Cascadia College that will provide catch-up learning services to up to 100 Kenmore juniors and/or seniors during afternoons on the Northshore School District's early release Wednesdays in the 2023-2024 school year, and up to 100 Kenmore juniors, seniors, and/or 2024 graduates during a two-week summer 2024 academy.</p>											
<p><b>Information/Background:</b> On May 16, 2022, the Kenmore City Council adopted a \$575,000 American Rescue Plan Act (ARPA) Work Program for 2022-2026 that included \$100,000 for Catch-Up Learning and Childcare Support. The City issued a Request for Proposals (RFP) on May 5, 2023, and Cascadia College responded with a scope of work that includes 2 programs:</p> <ul style="list-style-type: none"><li>• Wednesdays at Cascadia – Throughout 2023-2024 academic year, one Wednesday per month at Cascadia College and one session per month with student mentor<ul style="list-style-type: none"><li>○ Cascadia will work with community networks and the Northshore School District to identify students who can benefit most from catch-up learning opportunities</li><li>○ Scheduled on early release days</li><li>○ Transportation accommodation included (parking vouchers, vans, ORCA cards, or other)</li><li>○ Mid-program (Dec. 2023) check-in to evaluate efficacy and provide opportunity to adjust as indicated</li></ul></li><li>• Cascadia Academy – Summer 2024, two-week learning experience focused on improving critical gateway skills in math, English, time management, information literacy, and other life skills.<ul style="list-style-type: none"><li>○ Participants in Wednesdays at Cascadia to have first choice for participation</li><li>○ Morning or Afternoon session option</li><li>○ Two classes per session, maximum of 25 students each class</li></ul></li></ul>											

To quote the Cascadia College proposal, “Younger students have multiple years to bridge these [learning] gaps, while juniors and seniors have limited time to develop the knowledge, skills, resilience, and autonomy needed to enter college or the workforce.” Students will be identified in partnership with the Northshore School District, with whom Cascadia College has a strong working relationship. The college is easy to access from Kenmore and is on major transit routes, and Cascadia is working on options to ensure lack of transportation is not a barrier to participation.

**Fiscal Consideration:**

The program uses one half of the \$100,000 allocated for catch-up learning and childcare support from the City’s \$6.4 million in ARPA funds. The two programs covered under this \$50,000 contract will be funded for the 2023-2024 academic year (Wednesdays at Cascadia) and through summer 2024 (Cascadia Academy). There is no impact on the non-ARPA General Fund.

**City Council Priority or Budget Objective Being Addressed:**

Goal #4: Promote Diversity, Equity, and Inclusion

Goal #11: Respond to the Pandemic

**City of Kenmore Contract: 23-C2929**

Authorized Amount: \$50,000

Date Start: July 18, 2023

Date End: December 31, 2024

**CITY OF KENMORE CONTRACT FOR SERVICES  
Cascadia College – ARPA Catch-Up Learning and Childcare Support**

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Cascadia College, ("Consultant") an institution of higher education accredited by the Northwest Commission on Colleges and Universities (NWCUU), located and doing business at 18345 Campus Way NE, Bothell, WA 98011 (hereinafter the "Consultant").

**RECITALS:**

WHEREAS, the American Rescue Plan Act (ARPA) was signed by President Biden on March 11, 2021, providing \$1.9 trillion in COVID-19 response and recovery funds across the United States including \$350 million for local, state, tribal, and territorial governments; and

WHEREAS, the City of Kenmore received approximately \$6.4 million in ARPA funding which must be allocated by the end of 2024 and expended by the end of 2026; and

WHEREAS, the Kenmore City Council, at its May 16, 2022 meeting, approved an ARPA Work Program that includes \$100,000 for Catch-Up Learning and Childcare Support; and

WHEREAS, the ARPA Final Rule presumes that any K-12 student who lost access to in-person instruction for a significant period of time has been impacted by the pandemic and is thus eligible for responsive services; and

WHEREAS, students within the City of Kenmore are in the service area of the Northshore School District, which was the first school district in the nation to close its schools to in-person learning to transition to virtual learning for just over a year due to the proximity of the first known U.S. COVID-19 outbreak in nearby Kirkland; and

WHEREAS, the Northshore School District is in the service area of the Consultant; and

WHEREAS, the City of Kenmore released a Request for Proposals (RFP) in May 2023 in search of a community organization to provide Catch-Up Learning and Childcare Support for Kenmore students; and

Contract 23-C2929 Cascadia College

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WHEREAS, the Consultant applied under this RFP and was selected in a competitive process to provide these services; and

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

**AGREEMENT:**

**1. Scope of Services to be Performed by Consultant.**

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant 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. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2. Compensation and Method of Payment.**

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work to be performed using the billing invoice form at Exhibit "C."

- |   |
|---|
| <p><input checked="" type="checkbox"/> According to the rate and schedule set forth in Exhibit "B."<br/><input checked="" type="checkbox"/> A sum not to exceed \$ <u>50,000.00</u></p> |
|---|

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

Contract 23-C2929 Cascadia College  
Page 2

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

**3. Duration of Agreement.**

This Agreement shall be in full force and effect for a period commencing on July 18, 2023, and ending December 31, 2024, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**5. Independent Consultant.**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents,

Contract 23-C2929 Cascadia College  
Page 3

representatives, or sub-consultants of the Consultant. 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 Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **6. Indemnification.**

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

## **7. Insurance.**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services



Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement,

evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**8. Record Keeping and Reporting.**

A. The Consultant 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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

C. Documents and information identifying individual participants shall not be provided to the City but shall be retained by Consultant. Reporting to the City shall be done on an aggregate basis rather than by participant to preserve the anonymity of individual student participants.

**9. City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. 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 the City or State Auditor's office, or federal or other state agencies to verify expenditures and compliance with ARPA during the performance of this Agreement.

**10. Consultant to Maintain Records to Support Independent Contractor Status.**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

**11. Work Performed at the Consultant's Risk.**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Termination.**

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written

notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

### **13. Force Majeure.**

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

**14. Discrimination Prohibited.**

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

**15. Assignment and Subcontract.**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

**16. Conflict of Interest.**

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**17. Confidentiality.**

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**18. Non-Appropriation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**19. Employment of State Retirees.**

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the

Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**20. Entire Agreement.**

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**21. Notices.**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

Janet Quinn, Management Analyst/ARPA  
City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028-0607

Contract 23-C2929 Cascadia College  
Page 10



Phone No.: 425-398-8900  
Email: jquinn@kenmorewa.gov

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

Dr. Kerry Levett, Vice President for Student Learning and Success  
Cascadia College  
18345 Campus Way NE  
Bothell, Washington 98011

Phone No.: 425-352-8860  
Email: klevett@cascadia.edu

**22. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

**23. Compliance with Laws.**

The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**24. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**25. Severability.**

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

**CONSULTANT, CASCADIA COLLEGE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KENMORE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

Kenmore City Attorney's Office

## EXHIBIT A

**Scope of Services to be Provided by Consultant.** The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

Cascadia College: Wednesdays at Cascadia & Cascadia Summer Academy

Project Directors:

- Dr. Kerry Levett, Vice President for Student Learning and Success
- Chari Davenport, Executive Director of Equity and Inclusion

Project Lead: TBD

2023-2024 Overview of Working Project Plan

City Contact for Communications:

- Janet Quinn, Management Analyst/ARPA (primary)
- Garrett Oppenheim, Assistant to the City Manager/ARPA (secondary)

### **WEDNESDAYS AT CASCADIA (ONE WEDNESDAY/MONTH 2023-2024 ACADEMIC YEAR)**

**Program Content/Subjects to include some or all of the following:**

College Success Skills

- Career exploration/Planning your path
- Civic Engagement/Advocacy
- How to pay for college
- Navigating college (Intro to College Success)
- Critical Thinking

Academic Skills

- Basic hands-on lab skills
- Learning skills
- Math isn't scary
- Information literacy (library, media, research)

Program Provided Resources

- Basic supplies such as notebooks lab supplies
- Calendar and daily agenda
- Peer mentors
- Transportation accommodation included in program (parking vouchers, vans, ORCA cards or other)

**Operational Details:**

Program Day/Time

Contract 23-C2929 Cascadia College

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- 2.5-3 hours – One Wednesday afternoon/month after school district early release time
- One mentor session per month

#### Recruiting Plan/Outreach

- Principals (Inglemoor, Bothell)
- AVID staff (Inglemoor HS)
- Social media with Inglemoor / Bothell high school students
- Parents

#### Criteria for Participation

- Students residing in 98028 zip code only, unless excess capacity available after accommodating all eligible Kenmore applicants
- Junior or Senior in high school
- May include students not currently attending school, provided:
  - They were enrolled in K-12 school pre-pandemic
  - They would have junior or senior status if enrolled in school
  - They sign a participation learning contract
- AVID (Advancement Via Individual Determination) participants to meet AVID requirements, including maintenance of a 2.5 GPA
- Application for participation
- Complete a parent/guardian form
- Participants and parents/guardians sign a participation learning contract with requirements and expectations. Example requirements include:
  - Maintain a 'Cascadia Academy' notebook
  - Maintain calendar / agenda
  - Required to take notes (Cornell or other method) in each class
  - Monthly Mentoring sessions

#### Students served

- Up to 100
- Transportation accommodation included in program

#### Reporting, Check-Ins, and Deliverables for Wednesdays at Cascadia

- Email check-ins between City and Cascadia College monthly (minimum)
- Mid-program update at end of 2023, to include:
  - Teams or Face-to-Face meeting

Contract 23-C2929 Cascadia College

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- Written participation and outcomes report
  - Recommendations for program adjustment(s), if indicated
- End of program written report, to include
  - No. Students served
  - Student engagement/participation
  - Academic and other successes
  - Identified challenges
  - Aggregate data
- Adjustments to the program may be made by mutual consent reduced to writing

## **CASCADIA ACADEMY (SUMMER 2024)**

The Academy will be a two-week learning experience focused on preparing students to improve critical gateway skills. Students will not receive grades. Students will receive a placement evaluation that could include a standard college placement tool, Accuplacer. Students who complete an Accuplacer placement will be able to send results to other colleges and universities.

### **Program Content/Subjects to include some or all of the following:**

- Math\*
- English\*
- Sample of Daily seminar-style discussion topics facilitated by a success coach (e.g., academic advisor or other staff):
  - College readiness
  - Time management / Stress Management
  - Study Skills
  - Information Literacy, research, media

\*Students will be grouped based on a placement evaluation.

### **Operational Details**

Program Days/week, Hours/day

- 5 days, 2 weeks (10 total days)
- 4 hours/day - with two breaks
- 2 sessions offered (one morning, one afternoon)

Recruiting Plan

- Principals (Inglemoor, Bothell)
- AVID staff (Inglemoor HS)
- Social media with Inglemoor / Bothell students
- Northshore School District staff

Criteria for Participation

Contract 23-C2929 Cascadia College

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- Students residing in 98028 zip code only, unless excess capacity available after accommodating all eligible Kenmore applicants
- Junior or Senior in high school, or 2024 graduate if participant in Wednesdays at Cascadia during 2023-2024 school year
- AVID participants to meet AVID requirements including maintenance of a 2.5 GPA
- Complete a program application
- Complete a parent/guardian form
- Sign a participation learning contract with requirements and expectations
- Placement evaluation prior to and at the conclusion of the program. The purpose of the evaluation is to cluster students into similar skill level to better customize the instruction. The placement evaluation can be a placement test (no cost to participants), Smarter Balance scores, or other available measures.

#### Students served

- Up to 100
- Students participating on Wednesdays at Cascadia will have first choice for participation.
- Transportation accommodation included in program (parking vouchers, vans, ORCA cards or other)

#### Reporting, Check-Ins, and Deliverables for Cascadia Academy

- Email check-ins between City and Cascadia College as necessary, to include:
  - Spring 2024 during program development
- End of program written report, to include
  - Number of students served
  - Student engagement/participation
  - Academic and other successes, which may include:
    - Increased placement
    - Gains in writing skills
    - College or trade school application and acceptance
    - Financial aid application submitted
    - Career plan created
  - Identified challenges
  - Aggregate data

Contract 23-C2929 Cascadia College

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## EXHIBIT B

**Rates for Services to be Provided by Consultant.** The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

The Consultant shall submit electronic, signed original invoices, using Exhibit C, attached.

In recognition of the fact that preparation and hiring will be required in advance of each of the two planned programs, Wednesdays at Cascadia during the 2023-2024 school year and Cascadia Academy in Summer 2024, the Consultant shall submit invoice(s) and the City will remit payment as described in Section 2 of the Agreement, titled "Compensation and Method of Payment," and in advance of each program in the following manner and timing:

Invoice 1 – To be submitted by Consultant between July 15 and September 15, 2023 – Amount to cover the estimated cost of preparation, hiring, and program delivery for Wednesdays at Cascadia, not to exceed \$40,000.00 unless by mutual agreement in writing in advance of submission.

Invoice 1a – If necessary, to be submitted in May or June 2024 and paid prior to Cascadia fiscal year end of June 30, 2024 – Amount to balance the estimated with the actual cost and to close out the Wednesdays at Cascadia program.

Invoice 2 – To be submitted in July 2024 and paid in accordance with Section 2 of the Agreement, titled "Compensation and Method of Payment" – Amount to cover the estimated cost of hiring and program delivery for Cascadia Academy in Summer 2024.

Invoice 2a – If necessary, to be submitted by no later than November, 2024 and paid in accordance with Section 2 of the Agreement, titled "Compensation and Method of Payment" - Amount to balance the estimated with the actual cost and to close out the Cascadia Academy.

The total compensation will not exceed \$50,000, the value of the contract.

**EXHIBIT C**

City of Kenmore  
Billing Invoice

To: City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028  
Phone: (425) 398-8900  
Fax: (425) 481-3236

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$\_\_\_\_\_

Attach itemized description of services provided/to be provided.

Specific Program/Project: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

*For Department Use Only*

BUDGET SUMMARY

Total contract amount	\$_____
Previous payments	\$_____
Current request	\$_____
Balance remaining	\$_____

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature (Required)

Contract 23-C2929 Cascadia College  
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IX. A. Authorized the City Manager to execute Contract No. 23-C2929 with...



## Exhibit D

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Page 41 of 75

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## City Council Agenda Bill City of Kenmore, WA

<p><b>Subject/Topic:</b></p> <p>American Rescue Plan Act (ARPA) Catch-up Learning and Child Care Support</p> <p><b>Proposed Council Action/Motion:</b> Authorize City Manager to execute contract 23-C2929 with Cascadia College for catch-up learning programs to be provided during the 2023-2024 academic year and summer 2024, <u>in a form approved by the City Attorney (rev. 7-17-2023).</u></p>	<p><b>For Council Meeting Agenda of:</b> July 17, 2023</p> <p><b>Department:</b> City Manager's Office</p> <p><b>Prepared by:</b> Janet Quinn, Management Analyst (ARPA)</p> <table><thead><tr><th></th><th><u>Initial &amp; Date</u></th></tr></thead><tbody><tr><td><b>Approved by Department Head:</b></td><td><u>SLL 7/6/23</u></td></tr><tr><td><b>Approved by City Attorney:</b></td><td><u>CC (IBDR) 7/6/23</u></td></tr><tr><td><b>Approved by Finance Director:</b></td><td><u>MM 7/6/23</u></td></tr><tr><td><b>Approved by City Manager:</b></td><td><u>RK 7/6/23</u></td></tr></tbody></table> <p><b>Exhibits/Attachments:</b></p> <p>Contract No. 23-C2929</p>		<u>Initial &amp; Date</u>	<b>Approved by Department Head:</b>	<u>SLL 7/6/23</u>	<b>Approved by City Attorney:</b>	<u>CC (IBDR) 7/6/23</u>	<b>Approved by Finance Director:</b>	<u>MM 7/6/23</u>	<b>Approved by City Manager:</b>	<u>RK 7/6/23</u>
	<u>Initial &amp; Date</u>										
<b>Approved by Department Head:</b>	<u>SLL 7/6/23</u>										
<b>Approved by City Attorney:</b>	<u>CC (IBDR) 7/6/23</u>										
<b>Approved by Finance Director:</b>	<u>MM 7/6/23</u>										
<b>Approved by City Manager:</b>	<u>RK 7/6/23</u>										
<p><b>Summary:</b> Requesting authorization to proceed with a \$50,000 contract with Cascadia College that will provide catch-up learning services to up to 100 Kenmore juniors and/or seniors during afternoons on the Northshore School District's early release Wednesdays in the 2023-2024 school year, and up to 100 Kenmore juniors, seniors, and/or 2024 graduates during a two-week summer 2024 academy.</p>											
<p><b>Information/Background:</b> On May 16, 2022, the Kenmore City Council adopted a \$575,000 American Rescue Plan Act (ARPA) Work Program for 2022-2026 that included \$100,000 for Catch-Up Learning and Childcare Support. The City issued a Request for Proposals (RFP) on May 5, 2023, and Cascadia College responded with a scope of work that includes 2 programs:</p> <ul style="list-style-type: none"><li>• Wednesdays at Cascadia – Throughout 2023-2024 academic year, one Wednesday per month at Cascadia College and one session per month with student mentor<ul style="list-style-type: none"><li>○ Cascadia will work with community networks and the Northshore School District to identify students who can benefit most from catch-up learning opportunities</li><li>○ Scheduled on early release days</li><li>○ Transportation accommodation included (parking vouchers, vans, ORCA cards, or other)</li><li>○ Mid-program (Dec. 2023) check-in to evaluate efficacy and provide opportunity to adjust as indicated</li></ul></li><li>• Cascadia Academy – Summer 2024, two-week learning experience focused on improving critical gateway skills in math, English, time management, information literacy, and other life skills.<ul style="list-style-type: none"><li>○ Participants in Wednesdays at Cascadia to have first choice for participation</li><li>○ Morning or Afternoon session option</li><li>○ Two classes per session, maximum of 25 students each class</li></ul></li></ul>											

To quote the Cascadia College proposal, “Younger students have multiple years to bridge these [learning] gaps, while juniors and seniors have limited time to develop the knowledge, skills, resilience, and autonomy needed to enter college or the workforce.” Students will be identified in partnership with the Northshore School District, with whom Cascadia College has a strong working relationship. The college is easy to access from Kenmore and is on major transit routes, and Cascadia is working on options to ensure lack of transportation is not a barrier to participation.

**Fiscal Consideration:**

The program uses one half of the \$100,000 allocated for catch-up learning and childcare support from the City’s \$6.4 million in ARPA funds. The two programs covered under this \$50,000 contract will be funded for the 2023-2024 academic year (Wednesdays at Cascadia) and through summer 2024 (Cascadia Academy). There is no impact on the non-ARPA General Fund.

**City Council Priority or Budget Objective Being Addressed:**

Goal #4: Promote Diversity, Equity, and Inclusion

Goal #11: Respond to the Pandemic

**City of Kenmore Contract: 23-C2929**

Authorized Amount: \$50,000

Date Start: July 18, 2023

Date End: December 31, 2024

**CITY OF KENMORE CONTRACT FOR SERVICES  
Cascadia College – ARPA Catch-Up Learning and Childcare Support**

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Cascadia College, ("Consultant") an institution of higher education accredited by the Northwest Commission on Colleges and Universities (NWCUE), located and doing business at 18345 Campus Way NE, Bothell, WA 98011 (hereinafter the "Consultant").

**RECITALS:**

WHEREAS, the American Rescue Plan Act (ARPA) was signed by President Biden on March 11, 2021, providing \$1.9 trillion in COVID-19 response and recovery funds across the United States including \$350 million for local, state, tribal, and territorial governments; and

WHEREAS, the City of Kenmore received approximately \$6.4 million in ARPA funding which must be allocated by the end of 2024 and expended by the end of 2026; and

WHEREAS, the Kenmore City Council, at its May 16, 2022 meeting, approved an ARPA Work Program that includes \$100,000 for Catch-Up Learning and Childcare Support; and

WHEREAS, the ARPA Final Rule presumes that any K-12 student who lost access to in-person instruction for a significant period of time has been impacted by the pandemic and is thus eligible for responsive services; and

WHEREAS, students within the City of Kenmore are in the service area of the Northshore School District, which was the first school district in the nation to close its schools to in-person learning to transition to virtual learning for just over a year due to the proximity of the first known U.S. COVID-19 outbreak in nearby Kirkland; and

WHEREAS, the Northshore School District is in the service area of the Consultant; and

WHEREAS, the City of Kenmore released a Request for Proposals (RFP) in May 2023 in search of a community organization to provide Catch-Up Learning and Childcare Support for Kenmore students; and

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WHEREAS, the Consultant applied under this RFP and was selected in a competitive process to provide these services; and

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

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

**AGREEMENT:**

**1. Scope of Services to be Performed by Consultant.**

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant 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. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2. Compensation and Method of Payment.**

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work to be performed using the billing invoice form at Exhibit "C."

- |   |
|---|
| <p><input checked="" type="checkbox"/> According to the rate and schedule set forth in Exhibit "B."<br/><input checked="" type="checkbox"/> A sum not to exceed \$ <u>50,000.00</u></p> |
|---|

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

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The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

**3. Duration of Agreement.**

This Agreement shall be in full force and effect for a period commencing on July 18, 2023, and ending December 31, 2024, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents.**

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**5. Independent Consultant.**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents,

representatives, or sub-consultants of the Consultant. 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 Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **6. Indemnification.**

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

## **7. Insurance.**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services

Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement,



evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**8. Record Keeping and Reporting.**

A. The Consultant 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 pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

C. Documents and information identifying individual participants shall not be provided to the City but shall be retained by Consultant. Reporting to the City shall be done on an aggregate basis rather than by participant to preserve the anonymity of individual student participants.

**9. City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. 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 the City or State Auditor's office, or federal or other state agencies to verify expenditures and compliance with ARPA during the performance of this Agreement.

**10. Consultant to Maintain Records to Support Independent Contractor Status.**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

**11. Work Performed at the Consultant's Risk.**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Termination.**

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written

notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

### **13. Force Majeure.**

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

**14. Discrimination Prohibited.**

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

**15. Assignment and Subcontract.**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

**16. Conflict of Interest.**

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**17. Confidentiality.**

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**18. Non-Appropriation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**19. Employment of State Retirees.**

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the

Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**20. Entire Agreement.**

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**21. Notices.**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

Janet Quinn, Management Analyst/ARPA  
City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028-0607

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Phone No.: 425-398-8900  
Email: jquinn@kenmorewa.gov

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

Dr. Kerry Levett, Vice President for Student Learning and Success  
Cascadia College  
18345 Campus Way NE  
Bothell, Washington 98011

Phone No.: 425-352-8860  
Email: klevett@cascadia.edu

**22. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

**23. Compliance with Laws.**

The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**24. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**25. Severability.**

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

**CONSULTANT, CASCADIA COLLEGE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KENMORE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

Kenmore City Attorney's Office



## EXHIBIT A

**Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.**

Cascadia College: Wednesdays at Cascadia & Cascadia Summer Academy

Project Directors:

- Dr. Kerry Levett, Vice President for Student Learning and Success
- Chari Davenport, Executive Director of Equity and Inclusion

Project Lead: TBD

2023-2024 Overview of Working Project Plan

City Contact for Communications:

- Janet Quinn, Management Analyst/ARPA (primary)
- Garrett Oppenheim, Assistant to the City Manager/ARPA (secondary)

### **WEDNESDAYS AT CASCADIA (ONE WEDNESDAY/MONTH 2023-2024 ACADEMIC YEAR)**

**Program Content/Subjects to include some or all of the following:**

College Success Skills

- Career exploration/Planning your path
- Civic Engagement/Advocacy
- How to pay for college
- Navigating college (Intro to College Success)
- Critical Thinking

Academic Skills

- Basic hands-on lab skills
- Learning skills
- Math isn't scary
- Information literacy (library, media, research)

Program Provided Resources

- Basic supplies such as notebooks lab supplies
- Calendar and daily agenda
- Peer mentors
- Transportation accommodation included in program (parking vouchers, vans, ORCA cards or other)

**Operational Details:**

Program Day/Time

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- 2.5-3 hours – One Wednesday afternoon/month after school district early release time
- One mentor session per month

#### Recruiting Plan/Outreach

- Principals (Inglemoor, Bothell)
- AVID staff (Inglemoor HS)
- Social media with Inglemoor / Bothell high school students
- Parents

#### Criteria for Participation

- Students residing in 98028 zip code only, unless excess capacity available after accommodating all eligible Kenmore applicants
- Junior or Senior in high school
- May include students not currently attending school, provided:
  - They were enrolled in K-12 school pre-pandemic
  - They would have junior or senior status if enrolled in school
  - They sign a participation learning contract
- AVID (Advancement Via Individual Determination) participants to meet AVID requirements, including maintenance of a 2.5 GPA
- Application for participation
- Complete a parent/guardian form
- Participants and parents/guardians sign a participation learning contract with requirements and expectations. Example requirements include:
  - Maintain a 'Cascadia Academy' notebook
  - Maintain calendar / agenda
  - Required to take notes (Cornell or other method) in each class
  - Monthly Mentoring sessions

#### Students served

- Up to 100
- Transportation accommodation included in program

#### Reporting, Check-Ins, and Deliverables for Wednesdays at Cascadia

- Email check-ins between City and Cascadia College monthly (minimum)
- Mid-program update at end of 2023, to include:
  - Teams or Face-to-Face meeting

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- Written participation and outcomes report
  - Recommendations for program adjustment(s), if indicated
- End of program written report, to include
  - No. Students served
  - Student engagement/participation
  - Academic and other successes
  - Identified challenges
  - Aggregate data
- Adjustments to the program may be made by mutual consent reduced to writing

## **CASCADIA ACADEMY (SUMMER 2024)**

The Academy will be a two-week learning experience focused on preparing students to improve critical gateway skills. Students will not receive grades. Students will receive a placement evaluation that could include a standard college placement tool, Accuplacer. Students who complete an Accuplacer placement will be able to send results to other colleges and universities.

### **Program Content/Subjects to include some or all of the following:**

- Math\*
- English\*
- Sample of Daily seminar-style discussion topics facilitated by a success coach (e.g., academic advisor or other staff):
  - College readiness
  - Time management / Stress Management
  - Study Skills
  - Information Literacy, research, media

\*Students will be grouped based on a placement evaluation.

### **Operational Details**

Program Days/week, Hours/day

- 5 days, 2 weeks (10 total days)
- 4 hours/day - with two breaks
- 2 sessions offered (one morning, one afternoon)

Recruiting Plan

- Principals (Inglesmoor, Bothell)
- AVID staff (Inglesmoor HS)
- Social media with Inglesmoor / Bothell students
- Northshore School District staff

Criteria for Participation

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- Students residing in 98028 zip code only, unless excess capacity available after accommodating all eligible Kenmore applicants
- Junior or Senior in high school, or 2024 graduate if participant in Wednesdays at Cascadia during 2023-2024 school year
- AVID participants to meet AVID requirements including maintenance of a 2.5 GPA
- Complete a program application
- Complete a parent/guardian form
- Sign a participation learning contract with requirements and expectations
- Placement evaluation prior to and at the conclusion of the program. The purpose of the evaluation is to cluster students into similar skill level to better customize the instruction. The placement evaluation can be a placement test (no cost to participants), Smarter Balance scores, or other available measures.

#### Students served

- Up to 100
- Students participating on Wednesdays at Cascadia will have first choice for participation.
- Transportation accommodation included in program (parking vouchers, vans, ORCA cards or other)

#### Reporting, Check-Ins, and Deliverables for Cascadia Academy

- Email check-ins between City and Cascadia College as necessary, to include:
  - Spring 2024 during program development
- End of program written report, to include
  - Number of students served
  - Student engagement/participation
  - Academic and other successes, which may include:
    - Increased placement
    - Gains in writing skills
    - College or trade school application and acceptance
    - Financial aid application submitted
    - Career plan created
  - Identified challenges
  - Aggregate data

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## EXHIBIT B

**Rates for Services to be Provided by Consultant.** The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

The Consultant shall submit electronic, signed original invoices, using Exhibit C, attached.

In recognition of the fact that preparation and hiring will be required in advance of each of the two planned programs, Wednesdays at Cascadia during the 2023-2024 school year and Cascadia Academy in Summer 2024, the Consultant shall submit invoice(s) and the City will remit payment as described in Section 2 of the Agreement, titled "Compensation and Method of Payment," and in advance of each program in the following manner and timing:

Invoice 1 – To be submitted by Consultant between July 15 and September 15, 2023 – Amount to cover the estimated cost of preparation, hiring, and program delivery for Wednesdays at Cascadia, not to exceed \$40,000.00 unless by mutual agreement in writing in advance of submission.

Invoice 1a – If necessary, to be submitted in May or June 2024 and paid prior to Cascadia fiscal year end of June 30, 2024 – Amount to balance the estimated with the actual cost and to close out the Wednesdays at Cascadia program.

Invoice 2 – To be submitted in July 2024 and paid in accordance with Section 2 of the Agreement, titled "Compensation and Method of Payment" – Amount to cover the estimated cost of hiring and program delivery for Cascadia Academy in Summer 2024.

Invoice 2a – If necessary, to be submitted by no later than November, 2024 and paid in accordance with Section 2 of the Agreement, titled "Compensation and Method of Payment" - Amount to balance the estimated with the actual cost and to close out the Cascadia Academy.

The total compensation will not exceed \$50,000, the value of the contract.

**EXHIBIT C**

City of Kenmore  
Billing Invoice

To: City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028  
Phone: (425) 398-8900  
Fax: (425) 481-3236

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$\_\_\_\_\_

Attach itemized description of services provided/to be provided.

Specific Program/Project: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

*For Department Use Only*

BUDGET SUMMARY

Total contract amount	\$_____
Previous payments	\$_____
Current request	\$_____
Balance remaining	\$_____

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature (Required)

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X. A. Authorize the City Manager to execute Contract No. 23-C2929 with C...

## Exhibit D

Form

**W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**

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**Give Form to the  
requester. Do not  
send to the IRS.**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# City of Kenmore Update

## July 17, 2023

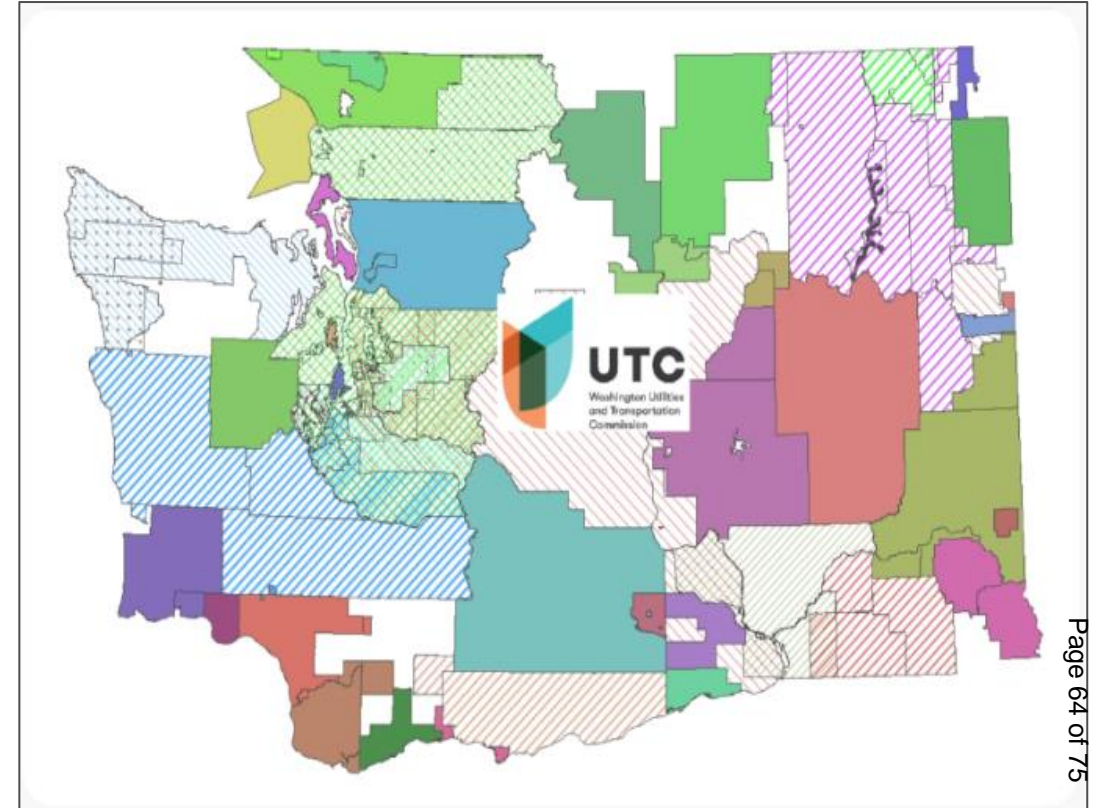
Wendy Weiker  
Sustainability and Community Relations Manager





# Republic Services & City of Kenmore Partnership: WA UTC Franchise\*

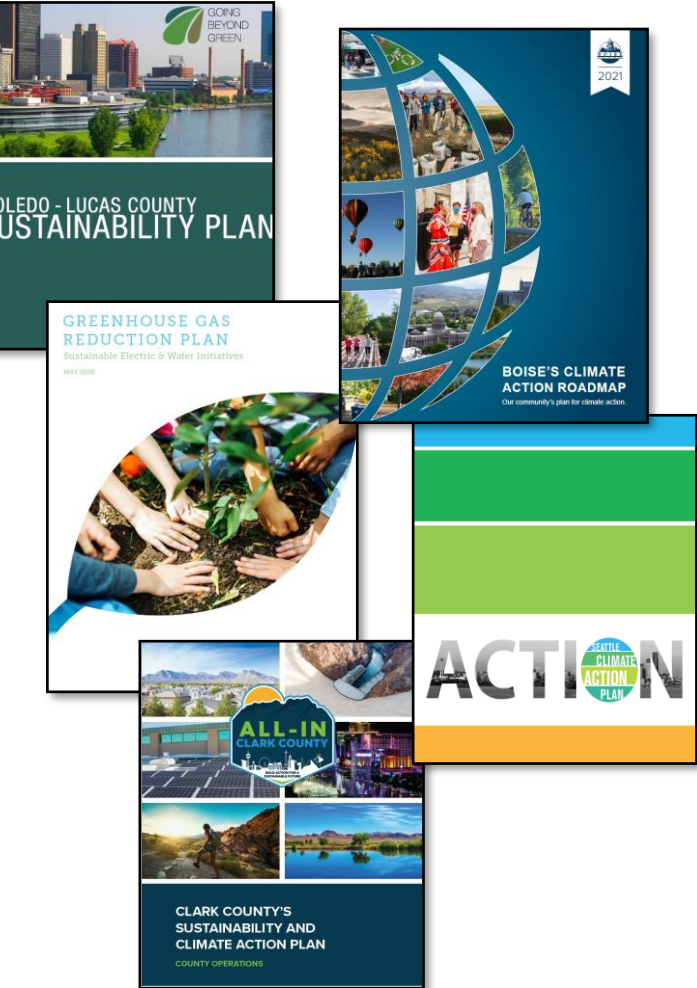
1. Possibility of mandatory Organics collection for SFR, MF & commercial properties
2. Possibility of mandatory Recycling collection for MF & commercial properties
3. Possibility of mandatory Garbage collection for SFR
4. Status of the King County Disposal rate restructure process with UTC
5. Status of Kenmore's utility tax implementation
6. Outreach and Education Programs to support Kenmore's commitment to King County's Re+ Program (April Republic Services Council presentation)



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\*<https://www.utc.wa.gov/consumers/garbage-and-recycling>

# Kenmore/Republic Services Climate Action Plan Synergies



## Key Themes

## Republic Services Investments

Reduce GHG	<ul style="list-style-type: none"> <li>• \$1B Landfill Gas to Energy JV with BP</li> <li>• Award-winning compost facilities</li> </ul>
Electrify Fleet	<ul style="list-style-type: none"> <li>• Shifting fleet from diesel to RNG to EV</li> <li>• Frame-up EV platform designed with Oshkosh</li> </ul>
Water and Land Conservation	<ul style="list-style-type: none"> <li>• \$1B expansion into Environmental Solutions</li> <li>• Emergency Response capabilities</li> </ul>
Smart Waste, Reduce, Recycle	<ul style="list-style-type: none"> <li>• Plastic circularity - polymer centers</li> <li>• Recycling Simplified – public education</li> <li>• Food waste diversion (wastewater / compost)</li> </ul>
New-Build Efficiency	<ul style="list-style-type: none"> <li>• Hauling company of future (LEED-Certified)</li> <li>• Recycling Center facility designs</li> <li>• Otay compost facility – 100% off the grid</li> </ul>

# Possibility of Mandatory Yard/Food Waste Organics Collection by Ordinance

## ❖ Single family residential yard waste collection?

Yes, the City can require all residential customers to have yard waste collection (just as recycling is required). This will increase the overall bill for all customers not currently signed up for yard waste. Over time this should slightly reduce the cost of yard waste service due to increased efficiencies which would lower overall bills for those already signed up for yard waste

## ❖ Multifamily yard waste collection?

Yes, the City would need to set what level of service would be required

- One 96 gal cart?
- One cart per certain number of dwellings?

## ❖ Commercial yard waste collection? (Requiring food waste in an office building to be put in a composting cart)

Yes, the City would need to set what level of service would be required

- One cart per account?





# Possibility of Mandatory Commercial Recycling by Ordinance

## Commercial Recycling

- Service would be open market sales to all providers
- Service levels and pricing would be negotiated through each property owner and service provider
- Would not be regulated by the UTC.
- The City would need to figure out how to enforce the mandatory requirement.



# Possibility of Mandatory SRF Garbage Collection by Ordinance

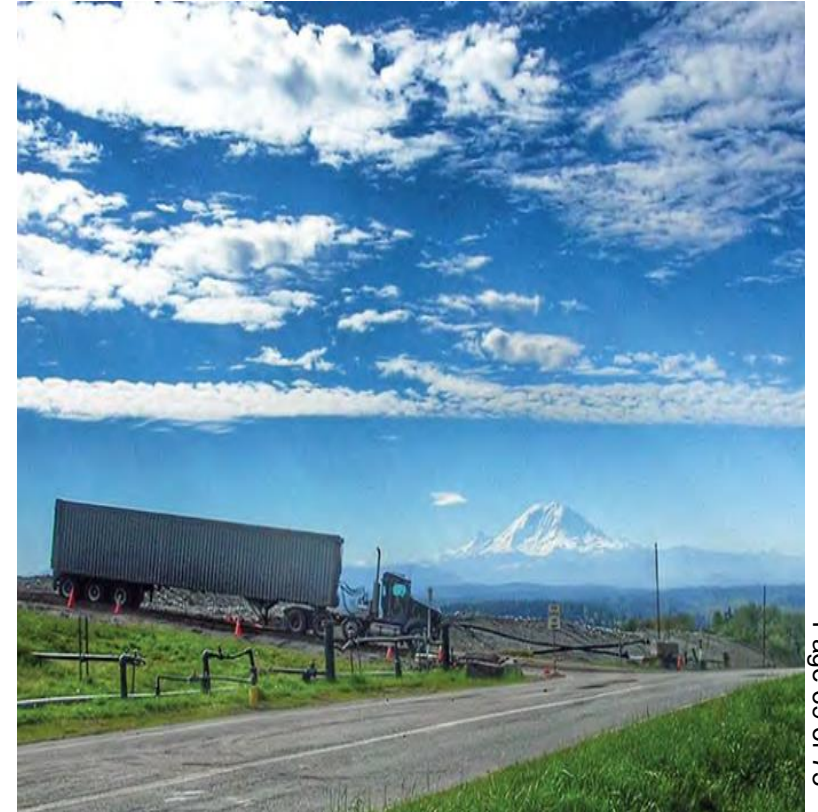
- Single family residential garbage collection:
  - The City would have to determine service level options and enforcement mechanisms.
  - Republic would need to have the ability to stop service for non-payment.
  - The City would need to determine compliance reporting and enforcement for residents to pay then restart service.
  - City fines or connect to water / sewer service?





## King County Rate Restructure (fixed & variable parts of Disposal rates start 1/1/24)

- WA UTC staff have not issued guidance on their approach yet. Their determination and calculations are expected this fall.
- Through informal discussions it sounds like they will be taking an approach similar to what we are doing in our City contracts using a “combined commercial rate” overall rate per ton.
- No formal City action is required (no contract amendments or franchise update requiring city council approval).
- This is part of King County’s Re+ pledge and zero waste programming as our regional landfill reaches capacity in the next decade.



# Kenmore Garbage Utility Tax Started May 1, 2023

- 10% Utility Tax is on customer invoices now
- Billing cycles are quarterly so customers will see them for first time in May, June, and July
- City began receiving payments in June
- 6,200 Garbage/Recycling Customers in Kenmore
- 82 MF Properties in Kenmore with mandatory recycling service



# Education and Outreach (April Recycling Update)

2021-2023 UTC Recycling Revenue Share Outreach Agreement Program

Community Education and Outreach at events and online

Republic Services *RecyclingSimplified.com* tools

King County Cities Climate Collaborative (K4C)

2022 WA State Organics Law (HB 1799)

All Focus on:

- Landfill Diversion
- Contamination Reduction
- Single Family and Multifamily Audiences
- Multicultural/Multilingual Components



## Multifamily Outreach

Consultant:  
Natalie Caulkins &  
Madhuri Venkatasamy

Audience:  
Multifamily Customers

Goal:  
Distribute bags, tags,  
and door hangers;  
update stickers at 12  
properties



# Key to Landfill Diversion/Re+: Know What to Throw

Recycling	Compost	Garbage
<p><b>Empty, Clean &amp; Dry</b></p> <ul style="list-style-type: none"><li>✓ No plastic bags, film or wrap. Find a recycling drop-off site at <a href="http://Bagandfilmrecycling.org">Bagandfilmrecycling.org</a></li><li>✓ <b>Do not bag recyclables</b></li><li>✓ Extra recyclables may be set out in boxes, paper bags or 32-gallon cans marked "recycle" next to the recycling cart</li></ul> 	<p><b>Food Scraps &amp; Yard Debris</b></p> <ul style="list-style-type: none"><li>✓ <b>No plastic bags or food containers</b></li><li>✓ Cedar Grove-approved compostable bags are OK</li><li>✓ No rocks, dirt or bark</li><li>✓ Extra yard waste may be collected in paper bags, 32-gallon cans or boxes 3ft. x 3ft. x 3ft. max</li></ul> 	<p><b>Household Garbage</b></p> <ul style="list-style-type: none"><li>✓ Bag all garbage</li><li>✓ No hazardous waste</li><li>✓ No hot ashes or coals</li><li>✓ Extras may be collected in securely tied plastic bags and clearly labeled "garbage." Maximum weight 60 lbs. Fees apply.</li></ul> 
<p><b>Paper</b></p> <ul style="list-style-type: none"><li>✓ Empty, clean and dry</li></ul> 	<p><b>Plants &amp; Yard Trimmings</b></p> <ul style="list-style-type: none"><li>✓ Branches 4ft. max</li></ul> 	<p><b>Mixed Packaging</b></p> <ul style="list-style-type: none"><li>✓ Plastic-coated or food-soiled</li></ul> 
<p><b>Cardboard</b></p> <ul style="list-style-type: none"><li>✓ Flatten boxes</li><li>✓ 3ft. x 3ft. x 3ft. max</li><li>✓ Keep dry</li></ul> 	<p><b>Fruits &amp; Vegetables</b></p> <ul style="list-style-type: none"><li>✓ No stickers</li></ul> 	<p><b>Polystyrene Foam</b></p> 
<p><b>Metal Cans</b></p> <ul style="list-style-type: none"><li>✓ Empty, clean and dry</li></ul> 	<p><b>Meat, Bones &amp; Leftovers</b></p> 	<p><b>Diapers &amp; Pet Waste</b></p> <ul style="list-style-type: none"><li>✓ Double-bagged</li></ul> 
<p><b>Glass Bottles &amp; Jars</b></p> <ul style="list-style-type: none"><li>✓ Empty, clean and dry</li><li>✓ Unbroken</li><li>✓ No lids</li></ul> 	<p><b>Dairy, Eggs &amp; Bread</b></p> 	<p><b>Household Items</b></p> <ul style="list-style-type: none"><li>✓ Latex paint cans (dry or empty)</li></ul> 
<p><b>Plastic Bottles, Jugs &amp; Tubs</b></p> <ul style="list-style-type: none"><li>✓ Empty, clean and dry</li></ul> 	<p><b>Food-Soiled Paper</b></p> <ul style="list-style-type: none"><li>✓ Uncoated (no shiny paper)</li></ul> 	<p><b>Small Items</b></p> <ul style="list-style-type: none"><li>✓ When in doubt, visit "What do I do with?" on King County's website, or throw it out</li></ul> 

**Collection Reminders:** Set carts out by 7 a.m. Garbage is collected weekly. Recycling and compost are collected every other week. If weather conditions prevent safe collection, service will resume on the next regular scheduled collection day. Double your regular amount will be collected for no additional fee.

# Expanding & Innovating Beyond Core Services

- Food / Organics programs (CA SB1383/WA HB1799)
  - Compost Innovations
  - Partnerships with Water Treatment
  - Investments in Anerobic Digesters
- Programs to address and divert materials beyond MSW, Recycling and Organics
  - Residential hazardous waste drop-sites
  - Commercial / Industrial collection routes (where appropriate)
- Municipal "On-call" Services (Time and Material)
  - Emergency / spill response
  - Homeless encampment clean-ups
  - Disaster response (eg: wildfires)



# Our 2030 Sustainability Goals



SAFETY

## Safety Amplified ›

**0** Zero employee fatalities

## Incident Reduction ›

**<2.0** Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



HUMAN CAPITAL

## Engaged Workforce ›

**88%**

Achieve and maintain employee engagement scores at or above 88% by 2030



COMMUNITIES

## Charitable Giving ›

**20M**

Positively impact 20 million people by 2030



CLIMATE LEADERSHIP

## Science Based Target ›

**35%**

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year)

★ APPROVED BY SBTi ★

## Circular Economy ›

**40%**

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

## Renewable Energy ›

**50%**

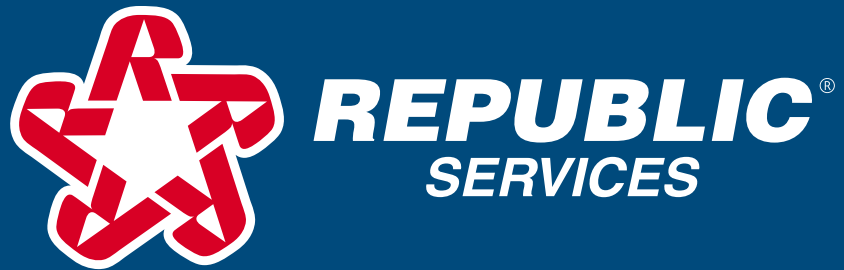
Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)

**We are making thoughtful and significant commitments to achieve our 2030 Sustainability Goals:**

- Aligning our efforts with **climate action plans** across country
- Major acquisitions to **address hazardous waste and emergency response needs** of our municipalities
- Expanding our **beneficial reuse of biogas** through LFGTE partnerships
- **Reducing GhG emissions** through LFGTE and accelerated fleet electrification
- Industry-leading innovation to address and enable **plastics circularity**
- Commitment to our **communities**, to impact more than 20M people by 2030

Accelerating our commitment to our customers, our municipalities and our planet





## Sustainability in Action

**Wendy Weiker**  
Sustainability and Community  
Relations Manager

**e: [wweiker@republicservices.com](mailto:wweiker@republicservices.com)**  
**c: 206.390.7630**

