CITY OF KIRKLAND
CITY COUNCIL

Penny Sweet, Mayor • Jay Arnold, Deputy Mayor • Neal Black • Kelli Curtis
Amy Falcone •Toby Nixon • Jon Pascal • Kurt Triplett, City Manager

Vision Statement
Kirkland is one of the most livable cities in America. We are a vibrant, attractive, green and welcoming place to live, work and play. Civic engagement, innovation and diversity are highly valued. We are respectful, fair and inclusive. We honor our rich heritage while embracing the future. Kirkland strives to be a model, sustainable city that values preserving and enhancing our natural environment for our enjoyment and future generations.

123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • TTY Relay Service 711 • www.kirklandwa.gov

AGENDA
KIRKLAND CITY COUNCIL MEETING
City Council Chamber
Tuesday, May 4, 2021
5:30 p.m. – Study Session
7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website www.kirklandwa.gov. Information regarding specific agenda topics may also be obtained from the City Clerk's Office on the Friday preceding the Council meeting. You are encouraged to call the City Clerk's Office (425-587-3190) or the City Manager's Office (425-587-3001) if you have any questions concerning City Council meetings, City services, or other municipal matters. The City of Kirkland strives to accommodate people with disabilities. Please contact the City Clerk's Office at 425-587-3190. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

PLEASE CALL 48 HOURS IN ADVANCE (425-587-3190) if you require this content in an alternate format or if you need a sign language interpreter in attendance at this meeting.

ITEMS FROM THE AUDIENCE provides an opportunity for members of the public to address the Council on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. (Items which may not be addressed under Items from the Audience are indicated by an asterisk*.) The Council will receive comments on other issues, whether the matter is otherwise on the agenda for the same meeting or not. Speaker's remarks will be limited to three minutes apiece. No more than three speakers may address the Council on any one subject. However, if both proponents and opponents wish to speak, then up to three proponents and up to three opponents of the matter may address the Council.

1. CALL TO ORDER

2. ROLL CALL

3. STUDY SESSION

a. Comprehensive Emergency Management Plan (CEMP) Update Draft Review

b. Resolution R-5434 Equity Gap Analysis Update

4. HONORS AND PROCLAMATIONS

a. National Correction Officer Appreciation Week Proclamation

b. National Asian American and Pacific Islander Heritage Month Proclamation

c. Affordable Housing Week Proclamation

5. COMMUNICATIONS

a. *Announcements*

b. *Items from the Audience*

c. *Petitions*

6. PUBLIC HEARINGS

7. SPECIAL PRESENTATIONS

a. Park Lane Summer 2021 Options – Engagement Results

b. COVID-19 Update

c. Resolution R-5434 Update

8. CONSENT CALENDAR

a. *Approval of Minutes*

(1) April 20, 2021

b. *Audit of Accounts*

c. *General Correspondence*

d. *Claims*

e. *Award of Bids*

(1) 98th Avenue NE Preservation Project

f. *Acceptance of Public Improvements and Establishing Lien Period*

g. *Approval of Agreements*

h. *Other Items of Business*

(1) Ordinance O-4756, Amending Surface Water Management Regulations

(2) 2021 Neighborhood Safety Program Funding

(3) Allocation of Human Services Reserves

(4) Funding for Exterior Signage at the Kirkland Visitor Center

(5) Resolution R-5474, Authorizing the City Manager to Execute a Real Property Lease Agreement to Provide a Temporary Fire Station in a Location That Maintains Current Levels of Service in Fire and EMS Response Times While Station 22 in Houghton is Renovated

(6) Resolution R-5476, Authorizing the City Manager or Designee to Enter into a Contract with AL-ASR, LLC, Regarding a Potential Multifamily Housing Property Tax Exemption, and Approving the Issuance of a Conditional Certificate of Tax Exemption

(7) Approval of 2021 IAFF Local #2545 Collective Bargaining Agreement

PUBLIC HEARINGS are held to receive public comment on important matters before the Council. You are welcome to offer your comments after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment and the Council proceeds with its deliberation and decision making.

***QUASI-JUDICIAL MATTERS** Public comments are not taken on quasi-judicial matters, where the Council acts in the role of judges. The Council is legally required to decide the issue based solely upon information contained in the public record and obtained at special public hearings before the Council. The public record for quasi-judicial matters is developed from testimony at earlier public hearings held before a Hearing Examiner, the Houghton Community Council, or a city board or commission, as well as from written correspondence submitted within certain legal time frames. There are special guidelines for these public hearings and written submittals.

ORDINANCES are legislative acts or local laws. They are the most permanent and binding form of Council action, and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after the ordinance is published in the City's official newspaper.

(8) March 2021 Sales Tax Report

(9) Procurement Report

9. BUSINESS

a. 2021 State Legislative Update #8

b. Summer Action Plan Phase I

c. SRMKCCA Phase III Public Improvements Use and Maintenance Agreement

1. Resolution R-5475, Approving the Cross Kirkland Corridor Improvement and Use Agreement Adjacent to Phase III Campus and Amended and Restated Cross Kirkland Corridor Maintenance Agreement Between the City of Kirkland and SRMKCCA, LLC.

d. Fire Impact Fee Update

1. Ordinance O-4758, Authorizing the Collection of Impact Fees for Fire Protection Facilities and Adding Chapter 27.10 to the Kirkland Municipal Code

e. Kirkland Avenue/Lake Street Intersection Improvements – Project Update

f. Lake Street South/Lake Washington Boulevard Pedestrian Pilot Options

10. REPORTS

a. *City Council Regional and Committee Reports*

b. *City Manager Reports*

(1) Calendar Update

11. ITEMS FROM THE AUDIENCE

12. EXECUTIVE SESSION

13. ADJOURNMENT

RESOLUTIONS are adopted to express the policy of the Council, or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

ITEMS FROM THE AUDIENCE Unless it is 10:00 p.m. or later, speakers may continue to address the Council during an additional Items from the Audience period; provided, that the total amount of time allotted for the additional Items from the Audience period shall not exceed 15 minutes. A speaker who addressed the Council during the earlier Items from the Audience period may speak again, and on the same subject, however, speakers who have not yet addressed the Council will be given priority. All other limitations as to time, number of speakers, quasi-judicial matters, and public hearings discussed above shall apply.

EXECUTIVE SESSIONS may be held by the City Council only for the purposes specified in RCW 42.30.110. These include buying and selling real property, certain personnel issues, and litigation. The Council is permitted by law to have a closed meeting to discuss labor negotiations, including strategy discussions.

CITY OF KIRKLAND
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Joe Sanford, Fire Chief
Heather Kelly, Emergency Manager

Date: April 21, 2021

Subject: REVIEW OF UPDATED 2021 COMPREHENSIVE EMERGENCY MANAGEMENT PLAN DRAFT

RECOMMENDATION:

To support the City of Kirkland's commitment to efficient incident management and to provide for continued eligibility to apply for federal and state emergency management programs and funding, it is recommended that the City Council be familiarized with and support the submission of the 2021 updated Comprehensive Emergency Management Plan (CEMP) to WA. State EMD for review and approval.

BACKGROUND DISCUSSION:

The COVID – 19 Pandemic demonstrated the value of the City's commitment to a professional emergency management program. The guiding resource for a local emergency management program is a Comprehensive Emergency Management Plan (CEMP) that outlines the roles and responsibilities of City departments and staff during incidents, emergencies, and disasters. The CEMP and referenced supporting documents provide the strategies and actions the City intends to implement to prepare for, prevent, mitigate, respond to, and recover from incidents, emergencies, and/or disasters in Kirkland.

RCW 38.52 requires jurisdictions to maintain and update their CEMP at least every 5 years, which the City has been doing for nearly twenty years. In 2020, due to COVID-19, WA. State EMD provided a one-year extension to the update cycle, making the City's updated CEMP due for State approval and Council adoption in 2021. Recent changes in Washington State legislation has increased and adjusted the requirements for a compliant CEMP, resulting in a major rewrite of the City's plan.

In 2019, emergency management initiated the CEMP update process engaging City staff to review and develop the resulting draft 2021 CEMP. Additional content includes topics such as limited English proficiency (LEP), Emergency Operations Center (EOC) operations, an all hazard planning approach, incident management processes, and details of how the City coordinates with federal, state, county, and local partners, in addition to the Kirkland community.

The CEMP identifies roles, responsibilities, and expectations of all City staff, including the City Council. The following is a guide to Council references in the CEMP to assist with review. The full CEMP document is provided as Attachment 1.

Section	Description	Draft File Page
Base Plan		
Emergency Proclamation Process	Describes City Council's approval responsibilities when the City proclaims a State of Emergency.	22
Kirkland Organizational Structure	General description of the Kirkland government organizational and leadership structure.	25
City Council Responsibilities	Outlines the overall incident responsibilities of the Council as a whole.	26
Council Member Responsibilities	Outlines individual incident responsibilities for Council Members.	28
CEMP Planning Process	Establishes the 5-year planning, review, and approval process for the CEMP, including Council's role in approving the plan.	43
Council Training	Outlines general training requirements for City staff and City Council members.	44
Emergency Support Function 2: Communications		
Incident Communication Flow	Shows how information flows between levels of incident response.	66
Emergency Support Function 5: Emergency Management		
Emergency Proclamation Process	Outlines in greater detail how City Council ratifies a Proclamation of Emergency.	96
Emergency Support Function 14: Recovery		
Recovery Plan Review	Outlines how the City Manager and City Council will review a recovery plan created by the Recovery Team.	181

The draft CEMP presented for review is currently under review by the CAO, Directors, and CMO. Formatting and final content is still being adjusted. To provide written comments, please utilize the Review Comment Tracking Log – Attachment 2 or contact Heather Kelly. All input needs to be provided by May 25, 2021.

Based on feedback from the CAO, CMO, and Council on the draft CEMP, a final version will be submitted to WA. State EMD for review and approval by July 1, 2021. Following WA. State approval, it is anticipated that Emergency Management staff will return to Council in the Fall of 2021 with a proposal to adopt the 2021 CEMP by resolution.

Attachment 1: Draft 2021 Comprehensive Emergency Management Plan
Attachment 2: Review Comment Tracking Log

City of Kirkland

Comprehensive Emergency Management Plan (CEMP)

City of Kirkland Office of Emergency Management

2021

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PROMULGATION STATEMENT

XX/XX/2021

Transmitted here is the City of Kirkland's Comprehensive Emergency Management Plan (CEMP). The CEMP provides a guide from which the City of Kirkland will mitigate for, prepare for, respond to, and recover from a disaster or emergency.

This CEMP supersedes any previous CEMP documents and has been approved by the City Council through Resolution. This CEMP will be reviewed and updated, as appropriate, by the Office of Emergency Management (OEM). Recipients are requested to advise OEM of any changes or suggestions that may result in CEMP improvement.

It should be noted that on August 28, 2020, due to the COVID-19 Pandemic, Robert Ezelle, Director of Washington State Emergency Management, issued a one calendar year extension to the City of Kirkland CEMP submission requirement, establishing a five-year approval cycle beginning in 2021.

Kurt Triplett
City Manager
City of Kirkland

Heather Kelly
Emergency Manager
City of Kirkland

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RECORD OF DISTRIBUTION

The record of distribution will be used to verify that department leaders have acknowledged the acceptance of the CEMP. An electronic version of the CEMP can be accessed by City employees with CEMP responsibilities on the Office of Emergency Management SharePoint site. A redacted version will be available on the City of Kirkland website at www.kirklandwa.gov.

Date of Delivery	Number of Copies Delivered	Method of Delivery	Name, Title, and Department of Receiver
	1	Hard Copy	Kevin Raymond, City Attorney, CAO
	3	Hard Copy	Kurt Triplett, City Manager, CMO Tracey Dunlap, Deputy City Manager, CMO Jim Lopez, Assistant City Manager, CMO
	7	Hard Copy	One for each member of the City Council
	2	Hard Copy	Judge Olson, Presiding Judge, Municipal Court Tracy Jeffries, Court Administrator, Municipal Court
	2	Hard Copy	Michael Olson, Director, Finance & Administration Greg Piland, Financial Operations Manager, Finance & Administration
	4	Hard Copy	Joe Sanford, Fire Chief, Fire Tim Day, Deputy Chief, Fire Dave Van Valkenburg, Deputy Chief, Fire Emergency Operations Center
	2	Hard Copy	Anh Hoang, Director, Human Resources Shawn Friang, Manager, Human Resources
	2	Hard Copy	Smitha Krishnan, Director, Information Technology Xiaoning Jiang, Deputy Director, Information Technology
	2	Hard Copy	Lynn Zwaagstra, Director, Parks & Community Services John Lloyd, Deputy Director, Parks & Community Services
	2	Hard Copy	Adam Weinstein, Director, Planning & Building Jeremy McMahan, Deputy Director, Planning & Building Stephanie Day, Business Analyst, Planning & Building
	5	Hard Copy	Cherie Harris, Chief, Police Michel St Jean, Deputy Chief, Police Todd Aksdal, Deputy Chief, Police Tim Carpenter, Lieutenant, Police Phil Goguen, Lieutenant, Police
	2	Hard Copy	Julie Underwood, Director, Public Works John Starbard, Deputy Director, Public Works

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RECORD OF CHANGES

From the date of promulgation of the CEMP, the Office of Emergency Management will track and record changes made to the document.

Change Number	Section	Date of Change	Individual Making the Change	Summary of Change
N/A	All	Xx/21	Heather Kelly and Karissa Smith	Overall update and rewrite of the CEMP to establish compliance with WA State CEMP requirements as of 2021.

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BASIC PLAN

Introduction

Definition of Incident

To align with the National Incident Management System (NIMS) guidance as directed by Homeland Security Presidential Directive (HSPD) 8, the City of Kirkland (City) has adapted to using the term "incident" for what historically has been referred to as an emergency and/or disaster.

For the purposes of this document, an incident is defined as any situation natural, technological, or human-caused that may present a real, perceived, or anticipated threat to the City and/or its community. In addition, response to and/or recovery from the "incident" may

- Require activation of the City Emergency Operations Center (EOC),
- Exceed the capability or resources of one or more City department and/or regional capabilities or resources,
- Disrupt the performance of City functions,
- Present a significant threat of loss of life, or bodily injury, or damage to property or the environment,
- Interfere with societal norms,
- Cause economic crisis, and/or
- Have the potential for negative long-term effects on the Kirkland community.

From this point forward, the term incident should be considered synonymous with any or all of the situations stated above.

Purpose

The City of Kirkland's Comprehensive Emergency Management Plan (CEMP), establishes an understanding of authority, responsibilities, and functions within the City of Kirkland for incident management. The CEMP, including its appendices and supporting documents, provides for an all-hazards approach to incident management, including response, recovery, mitigation, preparedness, and continuity activities.

Scope

The CEMP addresses the responsibilities of City departments and the coordination of support from partner organizations before, during, and after an incident. The CEMP captures assumptions and policies, establishes a concept of operations, and identifies functional responsibilities of City departments, private sector partners, community-based organizations, and other governmental and non-governmental agencies. The CEMP supports and is compatible with the National Planning Framework, the National Disaster Recovery Framework, the King County CEMP, the King County Regional Coordination Framework, and the Washington State CEMP.

The CEMP may be implemented for any incident that affects the Kirkland community.

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Statement of NIMS compliance

By Resolution R-4585 the City has established the policy of following NIMS guidance and organizing response efforts using the Incident Command System (ICS) in its all-hazard approach to incident management.

The City leverages a suite of documents to guide how the City will mitigate for, prepare for, respond to, and recover from incidents (Figure 1). These documents, some complete, others in development, may support or be referenced in the CEMP; but are considered standalone resources.

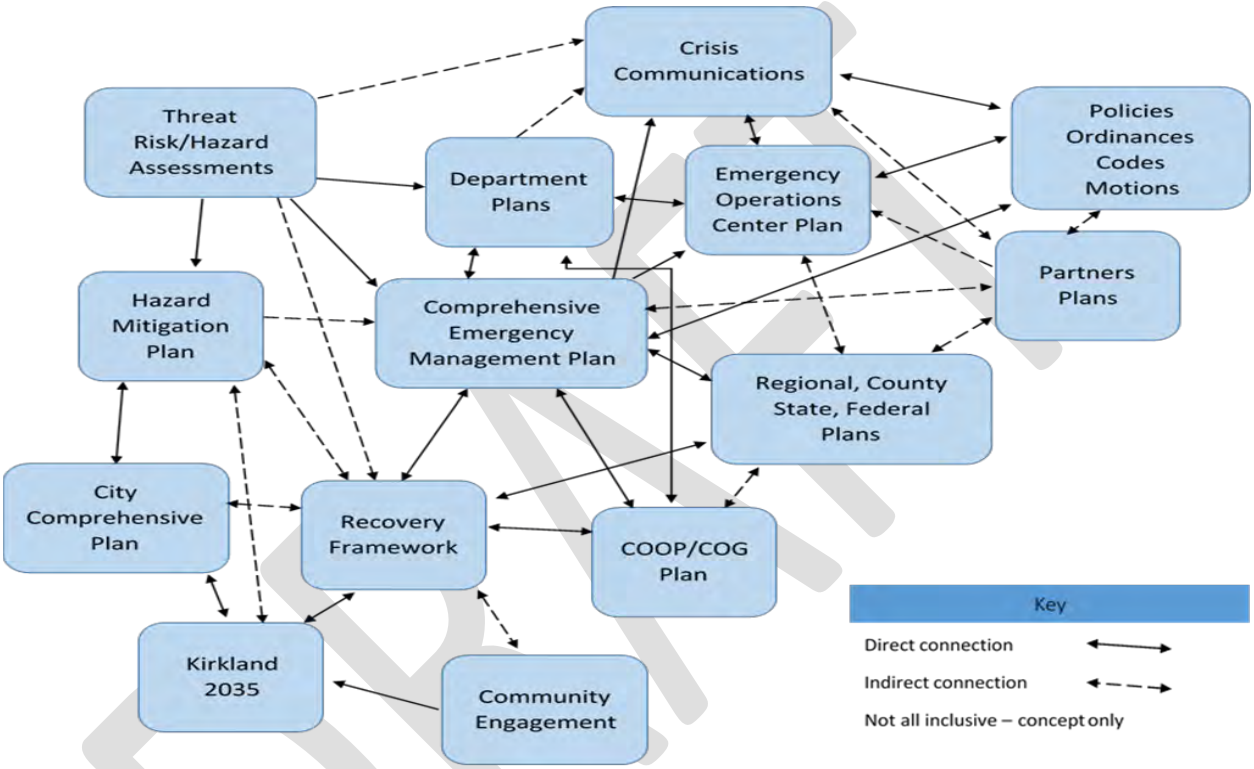

Figure 1 – Kirkland Suite of Emergency Management Documents (2019)

Authorities and References

Authorities

This CEMP has been developed to support implementation and/or compliance with City Codes and Policies:

- Kirkland Municipal Code (KMC) Chapter 3.20 – Emergency Management
- KMC Chapter 3.85 – Purchasing
- Resolution R-4585 – A Resolution of the City Council of the City of Kirkland Relating to the National Incident Management System, 2006
- Administrative Policy Chapter 1 Policy 1-2 Severe Weather/Emergency Conditions
- Kirkland Comprehensive Plan (Kirkland 2035)

In addition, the CEMP supports the implementation of or compliance with federal, state, and county legislation:

- King County Code (KCC)
  - 15.52, Emergency Powers
- State Revised Code of Washington (RCW)
  - 35.33, Budgets in Second and Third-Class Cities, Towns, and First-Class Cities Under Three Hundred Thousand
  - 38.52, Emergency Management, including Limited English Proficiency (LEP) requirements
  - 39.34, Interlocal Cooperation Act
  - 38.56, Intrastate Mutual Aid System
  - 42.56, Public Records Act
  - 49.60.400, Discrimination, Preferential Treatment Prohibited
  - 70.136, Hazardous Materials Incident
- Washington Administrative Code (WAC)
  - 118-04, Emergency Worker Program
  - 118.30, Local Emergency Management/Services Organizations, Plans and Programs
  - 296-62, General Occupational Health Standards
  - 296-824, Emergency Response
- Federal Public Law (PL)
  - PL 92-318, Title IX of the Education Amendments of 1972
  - PL 93-342, Disaster Relief Act of 1974, as amended by Public Law 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act
  - PL 96-342, Improved Civil Defense Act of 1980, as amended
  - PL 99-499, Superfund Amendments and Reauthorization Act (SARA) of 1986
  - "Federal Civil Defense Act of 1950," as amended
  - PL 101-336, Americans with Disabilities Act (ADA) of 1990
  - PL 113-2, Sandy Recovery Improvement Act (SRIA) of 2013

References

- City of Kirkland EOC Emergency Operations Plan
- City of Kirkland COOP/COG Plan
- City of Kirkland LEP Communication Resource Guide
- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Coordination Framework
- King County Regional Hazard Mitigation Plan, including the City of Kirkland Annex
- Washington State Comprehensive Emergency Management Plan
- Washington Mutual Aid System (WAMAS)
- Homeland Security Presidential Directive (HSPD)-5
- National Incident Management System (NIMS)
- National Response Framework (NRF)
- National Disaster Recovery Framework
- Emergency Management Assistance Compact (EMAC)

Situation Overview

Community Profile

Kirkland at a Glance

Founded	1888
Incorporated	1905
Population	90,660
Elevation	18 to 534 feet
Land Area	18 square miles
Miles of City Streets	257
Miles of City Sewers	136
Miles of Water Lines	179
Residential Dwellings	39,995
Fire Department Rating Class	4
City Employees (Full-Time Equivalents)	638
General Obligation Bond Rating:	
Moody's	Aaa
Standard and Poor's	AAA

Figure 2 – Regional Map of Kirkland and Kirkland statistics. (Taken from the 2021-22 Budget Document).

Location

The City of Kirkland is in the Puget Sound region of western Washington, located in Seattle's greater suburban area known as the "Eastside", on the eastern shore of Lake Washington. Kirkland is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. Kirkland is comprised of 14 neighborhoods over 18 square miles. Kirkland is bisected by I-405, which runs north to south and has three interchanges providing connections to Kirkland's arterials.

Figure 3 – A photo of Kirkland's waterfront Marina Park Pavilion in downtown Kirkland.

Land Acknowledgment

We acknowledge that the City of Kirkland is on the traditional land of the first people of Kirkland, the Duwamish People past and present, and honor with gratitude the land itself and the Duwamish Tribe.

Population

Since its incorporation in 1905, the population of the City of Kirkland has grown from approximately 530 people to an estimated 90,660 as of 2020[1], making it the sixth-largest municipality in King County and the thirteenth largest in the state. Much of this population growth can be attributed to the consolidation of the cities of Kirkland and Houghton in 1968, and numerous annexations including the Rose Hill and South Juanita areas, annexed in the 1980s, and the 2011 annexation of Finn Hill, North Juanita, and Kingsgate, which increased the City's population and geographic area by over 60% (Figure 4). The population continues to grow due to economic growth opportunities.

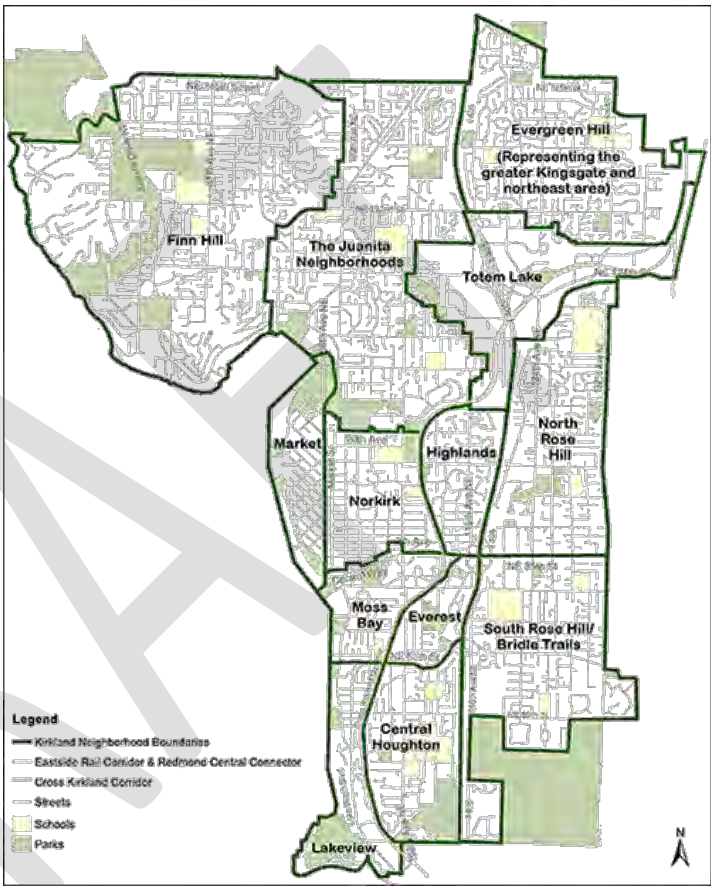

Figure 4 - Kirkland Neighborhood Map

Demographics and Culture

Kirkland's population continues to grow, especially with the development of mixed-use buildings and multi-family dwellings.

The quick facts provided below present a 'snapshot' of Kirkland[2].

- **Total population:** 89,438
- **Minority population:** 21,733 (24.3%)
- **Median age:** 37.4
- **Junior and senior population:** 18,321 age 18 and younger, 11,746 age 65 and older
- **Disabled population:** 7.2%; hearing difficulty 2.3%, vision difficulty 0.9%, cognitive difficulty 3.0%, ambulatory difficulty 3.4%, self-care difficulty 1.3%, independent living difficulty 3.1%

[1] April 2020 estimate from the Washington State Office of Financial Management
[2] Data Source: 2019 American Community Survey 5-Year Estimates

- **Education:** 96.6% of Kirkland's population is a high school graduate or higher, 61.3% of residents hold a bachelor's degree or higher.
- **Households:** 36,480 households. 22,133 married-couple families or cohabitating couple households.
- **Average household size:** 2.42 people
- **Median household income:** $117,190 per year
- **Poverty rate:** 6.1%
- **Language spoken at home:** 25.1% speak English only, 21.6% speak a language other than English at home. The next largest language group after English is Spanish, which 5.1% of Kirkland households speak at home.

In the City of Kirkland 2018 Biennial Residents Survey, 82% of respondents rated Kirkland as a positive place to live. During community visioning meetings that occurred in 2013, participants were asked to write down one word to describe what they want Kirkland to be like in the future. The collection of words resulting in the following Wordle with the most common words represented in the largest text (Figure 5).

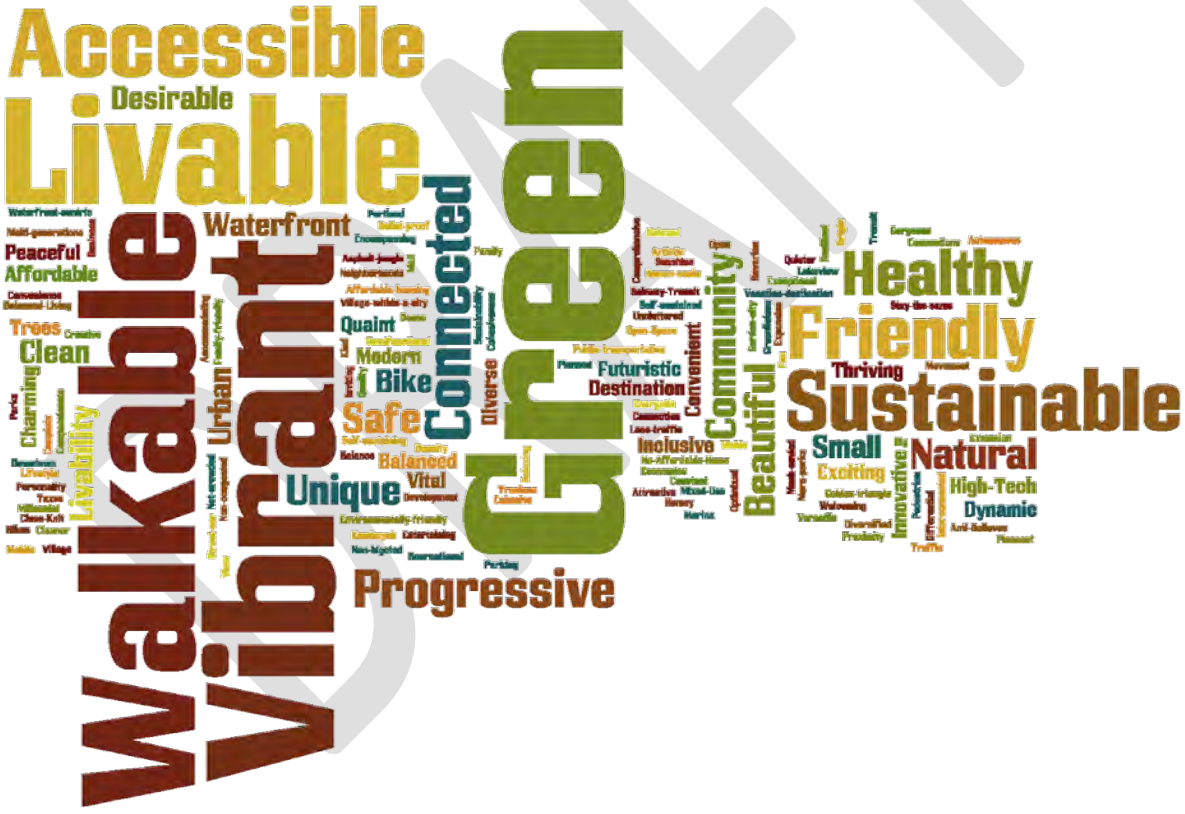

Figure 5 - Kirkland residents' vision for the City, described in one word.

The consistent and ongoing engagement of the community through boards, commissions, public meetings, surveys, and daily interactions influence City leadership decisions about growth, development, and the future. The City's commitment to 'Whole Community' living is visible through purposeful and thoughtful actions to build and sustain a complementary working and living environment.

Kirkland's guiding principles are Livable, Sustainable, and Connected, and are based on and provide an extension of the aspirations and values embodied in Kirkland's Vision Statement in the Kirkland 2035 Plan:

Kirkland is one of the most livable cities in America. We are a vibrant, attractive, green, and welcoming place to live, work, and play. Civic engagement, innovation, and diversity are highly valued. We are respectful, fair, and inclusive. We honor our rich heritage while embracing the future. Safe, walkable, bikeable, and friendly neighborhoods are connected to each other and to thriving mixed-use activity centers, schools, parks, and our scenic waterfront. Convenient transit service provides a viable alternative to driving. Diverse and affordable housing is available throughout the city. Kirkland strives to be a model, sustainable city that values preserving and enhancing our natural environment for our enjoyment and future generations.

Development

Kirkland is a growing community that continues to expand through residential and non-residential projects, such as the development of mixed-use locations like the Totem Lake Urban Center in the Totem Lake neighborhood and Kirkland Urban in the downtown area. The City has grown beyond a bedroom community and has become a commercial and employment center characterized by a mix of small businesses, corporate headquarters, light industrial and manufacturing, and a growing base of high-tech businesses with branches of IBM, Microsoft, and Google. EvergreenHealth is the City's largest employer.

Environmental Profile

Geology

Local topography forms a north-south oriented terraced hillside for almost the entire length of the City. Elevations range from 15 feet above sea level along the edge of Lake Washington to 535 feet above sea level at a high point in the Bridle Trails neighborhood. Valleys and lowlands have been carved into the terrain by several large perennial streams, including Juanita Creek, Forbes Creek, and Cochran Springs, all of which drain westerly towards Lake Washington. Several lakes and wetlands, including Lake Washington, Totem Lake, and Forbes Lake occupy low draining depressions.

Environmentally Sensitive Areas

The City has identified areas that require special development standards for protection against flooding, erosion, seismic hazard, and priority habitat. These areas include Hunt's Point, Finn Hill, Goat Hill, and areas immediately surrounding Juanita Creek, Forbes Creek, and Cochran Springs See the Maps Appendix for visuals of these areas.

Weather

Kirkland weather is influenced by coastal ocean currents on the west, the Cascade Mountains to the east, and its location in the Puget Sound lowlands. The Cascades shield Kirkland from most continental air masses, creating a mild maritime climate with few seasonal temperature extremes. The movement of large continental air masses from Canada during the winter, or from the south during summer months, can create short periods of temperature and precipitation extremes in the area. Generally, average winter daytime temperatures are in the 40s with overnight lows in the 30s, and summer daytime temperatures are in the 70s with overnight lows in the 50s.

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The wet season occurs from October to March, with December typically seeing the most precipitation. More than 75% of the yearly precipitation falls during the winter months. The average annual rainfall for Kirkland is slightly more than 37 inches. Snowfall in Kirkland is extremely variable due to complex local weather patterns and topography. Some winters see very little snowfall, others have significant snow and ice incidents.

High winds in the Kirkland area are associated with strong storms crossing the state from the southwest during the winter. However, severe winter storms can create strong northerly winds when high pressure dominates the weather pattern.

Utilities

Delivery of utilities in the City is provided by multiple public and private providers. Additional details are provided in the Emergency Support Function (ESFs).

Telecommunications

Telephone services are regulated by the Washington Utilities and Transportation Commission. Personal wireless service providers serving Kirkland are those licensed by the Federal Communications Commission (FCC) in the radio frequency spectrum for wireless communications service and registered to do business in Kirkland. Cable services are provided under a municipal franchise agreement.

The City is expanding its fiber-optic network to service governmental facilities and traffic control systems by partnering with other cities and schools to lay the foundation for a regional fiber-optic telecommunication system. The publicly owned Community Connectivity Consortium has 22 members including Kirkland, Lake Washington School District, the University of Washington, and the City of Bellevue.

Internet

Most of Kirkland is served by at least two providers for Cable TV and Internet services, currently Comcast and Ziply Fiber. Residential high-speed DSL services, cable-based Internet, and fiber are available in most locations in the community. Broadband internet services are available nearly everywhere in Kirkland via commercial telecommunications providers.

The City provides free wireless internet service in downtown Kirkland (Figure 6).

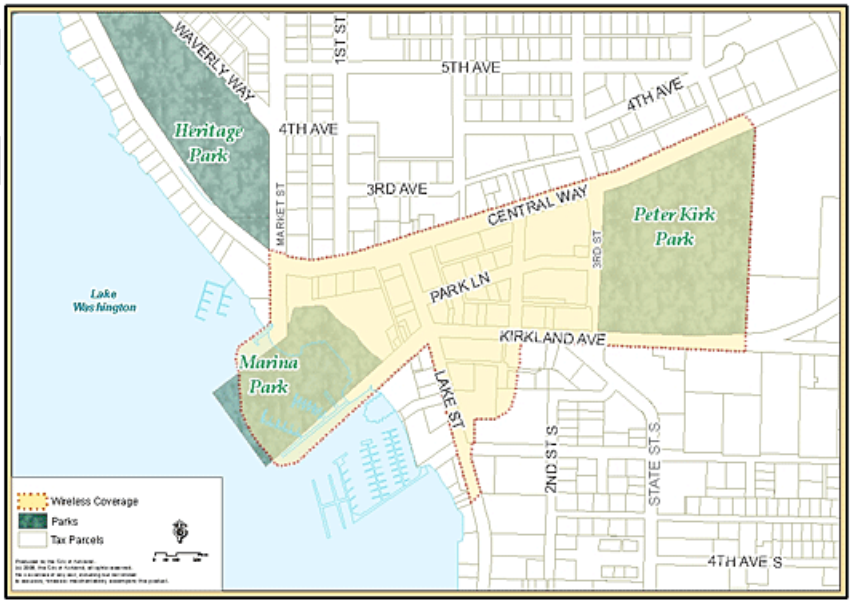

Figure 6 – Kirkland Free Wireless Map

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Natural Gas

Natural gas utilities for the City are provided by Puget Sound Energy (PSE) through a Franchise Agreement[3]. Natural gas originates from various regions of the U.S. and Canada and is transported throughout Washington via a network of interstate transmission pipelines owned and operated by Northwest Pipeline Corporation. PSE takes delivery of natural gas from Northwest Pipeline Corporation at a gate station located east of Lake Sammamish outside Kirkland City limits.

Power

Power utilities for the City of Kirkland are served by PSE. Kirkland is a part of PSE's Eastside and Northshore Electrical Subareas. Power is delivered on 230 kilovolt (kV) transmission lines to substations in Redmond and Renton, where the voltage is transformed to 115 kV.

The electricity that PSE delivers to customers is generated from hydroelectric dams, coal, natural gas, wind, and to a much smaller degree from nuclear, and other (solar, biomass landfill gas, petroleum, and waste) sources.

A double-circuit 230 kV Seattle City Light transmission line runs through Kirkland north to south near 124th Ave NE but does not directly serve the Eastside subarea.

Sewer

The Wastewater Division of Kirkland Public Works primarily manages City sewer maintenance, the operation of eight sewage pump stations in City limits, and response to service requests. The City provides sanitary sewer service to City residents south of NE 116th St. The Northshore Utility District provides sewer service to most residents north of NE 116th St.

The collection system consists of 40 wastewater collection basins, 122 miles of sewer pipe, six lift stations and force mains, and approximately 3,184 manholes. Approximately 5 to 10 percent of Kirkland residents use septic systems.

The King County Wastewater Treatment Division (WTD) provides the City's service area with sanitary sewer treatment services under the terms of an intergovernmental agreement. City sewage and most of the Northshore Utility District's sewage is treated at King County's Renton treatment plant. The King County Brightwater Treatment plant, located in Woodinville, WA., supplies reclaimed water to the region. Small portions of Northshore's sewage flows to the Brightwater Treatment Plant and the West Point Treatment Plant located in Seattle, WA.

Water

The City Water Utility Division provides water service to most residents, except those located north of NE 124th St who are served by the Northshore Utility District or the Woodinville Water District. A small portion of the southeastern City is served by the City of Bellevue.

The City's water system is primarily a gravity system consisting of 171 miles of water lines and 12.62 gallons of storage capacity, including 1.5 million gallons of fire protection storage. The

[3] Kirkland Ordinance No. 4060

system is estimated to have sufficient capacity to serve the growth anticipated through the land use plan and future water customers into the year 2035.

As a member of the Cascade Water Alliance, Kirkland purchases its water supply from Seattle Public Utilities (SPU). The water is then distributed to Kirkland customers through the City's distribution system. The City water supply from SPU currently comes from the Tolt River Watershed, with occasional supply from the Cedar River Watershed when routine maintenance is required at the Tolt Treatment Facility. Cascade Water Alliance currently has an agreement with SPU to provide 33.3 million gallons of water per day to its members through the year 2039 with the opportunity for an extension of the contract until 2063.

In addition to the supply from SPU, Cascade Water Alliance also has an agreement with the City of Tacoma for additional supply into the year 2042 and has the capability of developing Lake Tapps in east Pierce County if the need arises beyond 2063. According to Cascade Water Alliance, based on current trends of water use, responsible plumbing codes, and water-efficient appliances, it is likely that Lake Tapps will not need to be developed for decades.

Surface Water

The City maintains conveyance, flow control, and water quality treatment systems in public rights-of-way, and flow control and water quality treatment facilities that serve single-family developments. These facilities are managed to reduce flooding and to protect water quality.

Privately owned stormwater facilities consist of conveyance, flow control, and water quality treatment facilities that serve multifamily and commercial developments, and certain private roads and single-family developments. City staff inspect 631 private flow control and water quality treatment systems to see that they are cleaned and functioning as designed. In addition, staff provide technical assistance for drainage and water quality problems that impact these systems.

A watershed approach has been used for managing the surface water utility by dividing the City into 15 drainage basins. The largest and most important streams are Juanita and Forbes Creek. The size of their drainage basins makes them especially important for receipt of stormwater and discharge into Lake Washington. Yarrow Creek, Denny Creek, Juanita Creek, Forbes Creek, and Champagne Creek also have large basin areas within the City and are significant because they provide fish habitat and productive associated wetlands. Smaller critical drainages include Carillon Creek, Cochran Springs Creek, Everest Creek, Holmes Point, and Kingsgate Slope.

Trash, Recycling, and Compost

The City contracts with Waste Management for garbage, recycling, and food and yard waste composting services for Kirkland residents and businesses. Kirkland Conserves, part of the Parks & Community Services Department, coordinates recycling and composting education and special events for customers and community members.

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Hazard Assessment Summary

The City is vulnerable to numerous natural, technological, and human-caused hazards. These hazards include, but are not limited to, severe weather, earthquakes, landslides, flooding, search and rescue emergencies, civil unrest, terrorist activities, explosions, structural collapse, hazardous material incidents, major fires, infrastructure failure, a health crisis, cyber-attack, environmental disturbance, and consequences of climate change.

The City is committed to mitigating and reducing risk whenever possible and supports mitigation projects across multiple departments and with regional partners. Despite mitigation efforts, the trend of growth in Kirkland naturally increases risk within the City as dense populations add to the volume and complexity of traffic flow, calls for emergency service, and demands on infrastructure systems. New development may precede the City's ability to improve community support systems, which is one factor influencing Kirkland's intentional integration of infrastructure improvements into development projects. The implementation of planning and building regulations and requirements has lessened the risk of catastrophic impacts on human life, but the response demands and long-term recovery implications from a dense community remain. This commitment to risk reduction from a multi-focused perspective builds capability for the City to respond to and recover from an incident; ultimately supporting the City's mission to care for the residents, businesses, and communities it serves.

The following table represents the City's ranking of the hazards of concern. City leadership ranked hazards by multiplying the perceived severity of the potential incident with the perceived probability of the incident. *It should be noted that the high health crisis ranking is attributed to the ongoing COVID-19 Pandemic at the time of assessment. As of June 2017, a health crisis received a risk score of 4.5.*

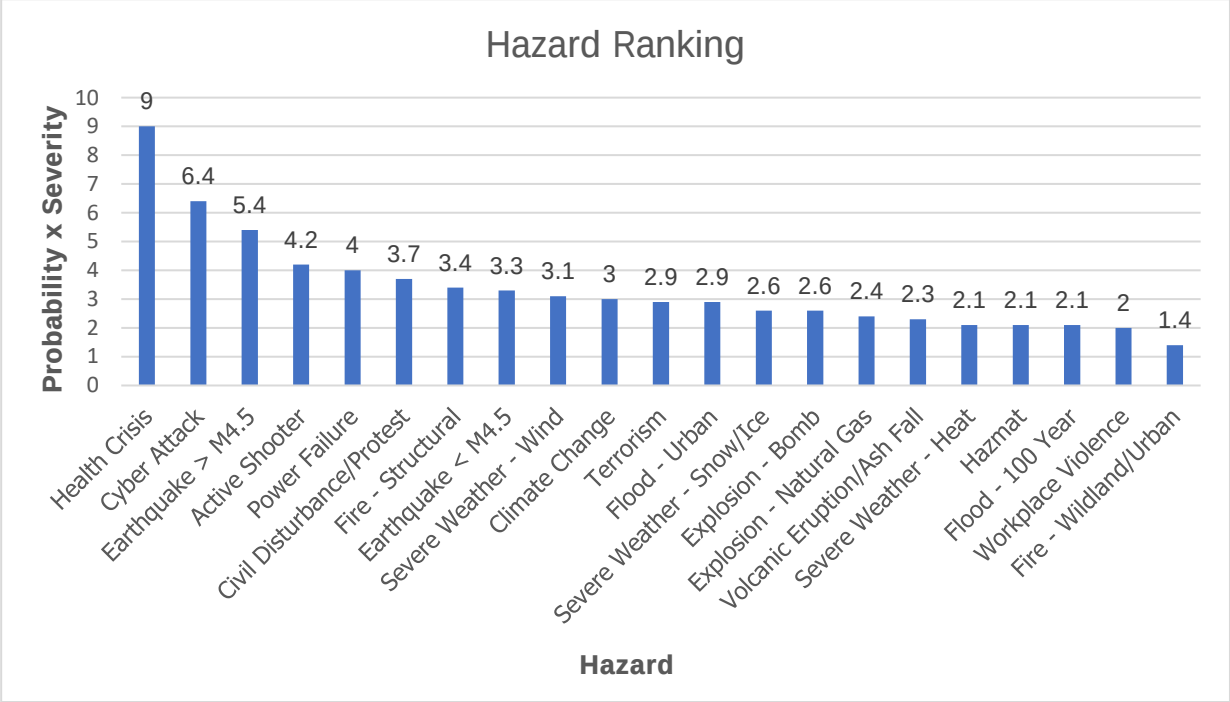

Table 1 - Hazard Risk Ranking as of May 2020.

The severity was assigned a numerical value using the following approach:

Severity		Description
4	**Catastrophic Incident**	Multiple deaths, the shutdown of operations for 30 days or more, more than 50% of property is severely damaged, significant widespread economic disruption.
3	**Major Incident**	Injuries or illness requires major professional care, the shutdown of operations for at least 2 weeks, more than 25% of property is severely damaged, significant economic disruption.
2	**Moderate Incident**	Injuries or illness requires professional medical care, the shutdown of operations for more than 1 week, more than 10% of property is severely damaged, some economic disruption.
1	**Minor Incident**	Injuries or illness are treatable with basic first aid, the shutdown of operations for less than 1 week, less than 10% of property is severely damaged, little or no economic disruption.

The probability of the incident occurring in Kirkland was assigned a numerical value based on the following criteria:

Probability	
3	High
2	Medium
1	Low

Hazard area extent and location maps are available in the Maps Appendix to this document and are included in the City of Kirkland Annex to the King County Regional Hazard Mitigation Plan (2020).

Planning Assumptions

- An incident could cause significant loss of life, injury, property damage, and disruption of daily life and/or services in the City of Kirkland. These incidents may also create significant financial, psychological, or sociological effects on Kirkland residents, businesses, and the City's governmental organization.
- The information and procedures in the CEMP are the best information available at the time of documentation.
- City of Kirkland assets and systems may be damaged, destroyed, or overwhelmed by a major incident, and the City can only endeavor to make the best possible effort to

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respond and recover based on available information, resources, and the situation at the time.

- Mitigation and preparedness efforts may not be adequate to address all situations; existing knowledge will be leveraged and adapted to a specific incident.
- The City may not receive any or only limited assistance from nearby communities, federal, state, or county agencies during an incident.
- Initial response activities will rely on available City resources.
- It is reasonable to assume that, with impending incidents such as storms, a warning will be issued to enable some preparation prior to the incident. Other incidents such as earthquakes, may occur with little or no advance warning.
- No-notice incidents may cause a delay in EOC activation.
- City leadership may not be immediately available or reachable during an incident.
- City departments have responsibility for supporting all phases of emergency and/or incident management.
- City staff are personally prepared for emergencies and understand that they may have to come to work during or after an incident.
- City staff may be personally impacted by an incident and unable to respond.
- Most community members will have the resources and ability to shelter-in-place at their residence for at least 48 hours, including special or vulnerable populations and the people or facilities that care for them.
- The City may not have enough resources to respond to all requests for assistance or to meet all community needs and will need to acquire resources from the private sector, mutual aid partners, non-governmental organizations (NGOs), or federal, state, or county organizations.
- The public will expect communications from the City about emergency instructions, available assistance, resources, and City actions to protect life, property, and the environment, provided in a method or language they can understand.
- The City will attempt to leverage as many communications and warning systems as appropriate during an incident.

Concept of Operations

Incident Management

The City of Kirkland may be confronted with incidents, occurring suddenly or over a long period of time, that escalate beyond routine operational capability. These incidents may require an increased level of response and/or incident management due to their size and/or complexity. City and/or incident leadership may leverage the CEMP for guidance.

The Office of Emergency Management (OEM), by code, is a division of the Fire Department for daily operations. During an incident, OEM functions under the direction of the City Manager coordinating incident management, response, stabilization, Continuity of Operations (COOP)/Continuity of Government (COG), and recovery activities.

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Incident objectives are based on the following priorities:

- Life Safety;
- Incident Stabilization;
- Protection of Property; and
- Protection of the Environment

To achieve these priorities, incident personnel implement components of the NIMS[4] including, but not limited to, the use of ICS, in accordance with the guiding principles of flexibility, standardization, and unity of effort.

- *Flexibility* – allows NIMS to be scalable and, therefore, applicable for incidents that vary widely in terms of hazard, geography, demographics, climate, cultural, and organizational authorities.
- *Standardization* – defines standard organizational structures that improve integration and connectivity among jurisdictions to work together effectively and foster cohesion among the various organizations involved and includes common terminology to enable effective communication.
- *Unity of Effort* – coordinating activities among various organizations to achieve common objectives. Unity of effort enables organizations with specific jurisdictional responsibilities to support each other while maintaining their own authorities.

The desired outcome of an incident can be described as a "new normal". The City and community may not be able to return to pre-incident status but should be able to achieve delivery of services, with staff and community members performing their jobs and daily routines. It is the intent of City leadership that the CEMP, and other associated plans, be designed and implemented in a way to support the desired outcome.

Proclamation of an Emergency

If a circumstance necessitates the utilization of emergency powers granted by applicable State and local legislation, the Emergency Manager, or their designee, may request a Proclamation of Emergency from the City Manager. The Emergency Manager drafts the Proclamation of Emergency in coordination with the City Attorney and delivers it to the City Manager for signature and to be ratified by the City Council[5]. The proclamation will remain in effect until such a time when the City Manager notifies the City Council that the incident has been resolved and the powers provided under the proclamation are no longer necessary to support incident response and or recovery efforts. The City Council will vote to end the proclamation, and subsequently the use of emergency powers by the City for incident management.

When the City proclaims an emergency, the Emergency Manager, or designee, will provide the King County Office of Emergency Management (KCOEM) and the Washington State Emergency

[4] From the Federal Emergency Management Agency's National Incident Management System Doctrine published October 2017
[5] Per Kirkland Municipal Code 3.20.090.

Management Division (WAEMD) with a copy of the proclamation. The City may request that the County and/or State issue a Proclamation of Emergency on behalf of the City if additional support for incident management is required.

Whole Community Involvement

The "whole community" refers to a strategy where residents, community leaders, and the local government purposely consider the unique needs of the community and work together to include considerations into planning for, responding to, and recovering from incidents. It is the intent of the City to implement a whole community approach to incident management. The City will endeavor to make every reasonable effort to act within compliance with legislation related to fair and equitable treatment and access to services for all members of the community regardless of a person's race, skin color, national origin, religion, sex, gender expression or orientation, sexuality, economic status, age, ability, functional needs, or Limited English Proficiency (LEP) status.

Successful implementation of this approach requires engagement with public, private, and non-profit partners. These partners include a wide spectrum of organizations and populations, such as volunteer groups, private businesses, faith and community-based organizations, and the general public. Included in the general public are individuals included in one or more of the following groups - persons with LEP, disabilities, access or functional needs, or people of color (BIPOC).

Kirkland's commitment is to be inclusive of the whole community is demonstrated through The City of Kirkland Pathway to Transition plan, City Council Resolution 5434: Affirming that Black Lives Matter and Approving the Framework for Kirkland to Become a Safe, Inclusive, and Welcoming Community, as well as compliance with anti-discrimination legislation including, but not limited to, RCW 49.60, Laws Against Discrimination, and Title 44 CFR 205.16, Nondiscrimination.

Identification of the Physical, Programmatic, Communications Needs for Individuals with Disabilities and Access / Functional Needs (AFN)

AFN is a broad term that describes individuals who may be especially vulnerable to or have additional needs during incidents; the determination of access and functional needs may vary depending on the nature and scope of an incident. In general, this grouping includes individuals with disabilities, living in congregate housing or assisted living facilities, elderly community members, children, persons in lower socio-economic classes, people experiencing homelessness, and those with LEP. The City recognizes that various populations may require specialized support during an incident; therefore, the City's approach to support assesses the wholistic City population to identify needs, and based on finding for a given incident, creating plans to support the whole community, as resources allow.

The City will make every reasonable effort to provide translation services, translated material, and/or access to American Sign Language (ASL) and oral interpretation support for resources and services available to community members to the best of our ability. Additional information and identified translation resources are outlined in the Kirkland LEP Communication Resource Guide.

According to United States Census Bureau estimates from the 2019 American Community Survey, 2,072 Spanish-speaking Kirkland residents identify as speaking English less than “very well”. Spanish is the only language that meets the criteria presented in RCW 38.52, however, the City will endeavor to provide information in other languages besides English and Spanish as resources allow.

Tools that may be leveraged to communicate with the whole community include, but are not limited to: large print materials, interpretation and translation services, braille (if available), technology compliance of websites for translation and accessibility, pre-translated incident materials, pictorial representations of information, in-person assistance, text-to-speech readers, paper and pen/pencil, sign language, or other methods identified at the time of the incident. . Additional information about strategies to support whole community messaging can be found in Emergency Support Function 2: Communications, Information Systems, and Warning and the Kirkland LEP Communication Resource Guide.

Identification of the Essential Needs of Children

Special considerations and accommodations may be necessary to address the essential needs of children during an incident. Areas of specialized support may include but are not limited to, reunification efforts for children that are or become separated from their parents or guardians, sheltering services or medical care for unaccompanied minors, mental/emotional health concerns, limited communication capabilities, educational sustainment, appropriate nutritional needs, and/or other identified unique aspects of supporting children during an incident.

Identification of the Essential Needs of Household Pets and Service Animals

City incident management objectives and mass care services incorporate the needs of individuals with trained service animals and/or household pets, as appropriate. Trained service animals, per the ADA, are defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability, the task(s) performed by the dog must be directly related to the person's disability. Trained service animals will be allowed to accompany their handler, consistent with daily ADA compliance. Accommodations for trained serviced animals and pets can be found in Emergency Support Function 6: Mass Care, Housing, and Human Services

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Direction, Control, and Coordination

The City Manager directs and controls incident management and delegates responsibilities to Department Directors or Chiefs and the Emergency Manager. Coordination is done through daily and incident department participation and responsibilities.

City of Kirkland Organizational Structure

The City of Kirkland operates under a Council-Manager form of government. The City Council is the legislative body; its members are the community's decision-makers. The City Council consists of seven part-time non-partisan members, elected at large every two years to staggered, four-year terms. The Mayor is elected from within the City Council to serve a two-year term. The City Council is supported by the Council-appointed City Manager and several advisory boards and commissions. The City Manager serves as the professional administrator of the City, is responsible for coordinating all day-to-day operations and administration, and serves as the Agency Administrator during incidents.

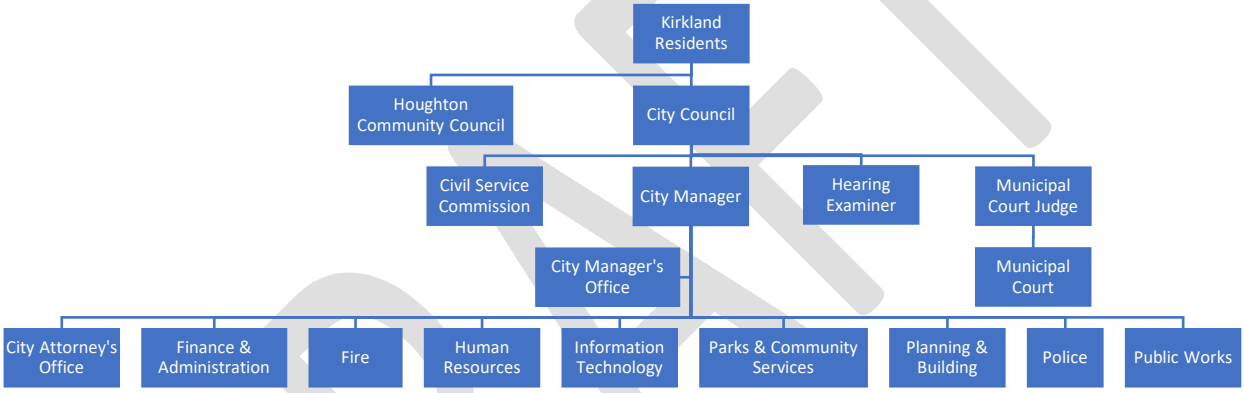

Figure 7 - City of Kirkland Organizational Chart 2021

The City Manager oversees the operation of ten City Departments: the City Manager's Office, City Attorney's Office, Finance & Administration, Fire, Human Resources, Information Technology, Parks & Community Services, Planning & Building, Police, and Public Works (Figure 7). Each department is led by a Director or Chief with a line of succession of at least three staff to support the sustainment of operations during incidents. The Municipal Court Judge is elected to office every four years and oversees the Municipal Court. Although registered voters of Kirkland ultimately elect the City Council, the City strives to serve all Kirkland residents, visitors, and businesses regardless of citizenship or voting status.

The Houghton Community Council consists of seven members, elected every four years from the area formerly designated as the City of Houghton which joined with Kirkland in 1968. This body exercises both advisory and approval authority over matters related to zoning regulations and land use within the Houghton area. This is the only recognized community organization that exercises jurisdictional authority in the City.

Responsibilities by Department

The following responsibilities relate directly to a department's unique overarching role during incident management, including but not limited to, response to and recovery from an incident. Departments with responsibility for ESF implementation are identified and documented in the specific ESF.

City departments are responsible for providing personnel and equipment in support of preparedness for, mitigation of, response to, and recovery from an incident as directed by the City Manager and as outlined in this CEMP. Incident operations are conducted by City personnel and may be supplemented, as necessary, by volunteers and/or hired workers. During an incident, departments typically maintain control of department resources; however, the City Manager, or their delegate, may direct department resources if needed to achieve incident objectives.

City Manager's Office (CMO)

- The City Manager is responsible for overall City incident management, serves as the Agency Administrator, leads the policy group, issues policy decisions and direction, and is the "voice" of the City during an incident.
- The CMO is responsible for internal and external public information related to City operations and in coordination with the Incident PIO and/or JIC.
- The CMO leads intergovernmental relations and recovery during incidents.

City Council

- The City Council is responsible for adjustments and/or changes to City governance during an incident.
- The City Council ratifies the proclamation of emergency and makes necessary budgetary allocations to support incident management.
- Council members serve as representatives of the City sharing approved incident and agency messaging to support the well-being of the Kirkland community.
- Council members advocate for City support and resource needs from County, State, and/or federal agencies.

City Attorney's Office (CAO)

- The CAO provides legal counsel and direction before, during, and after an incident, including interpretation of federal, state, and county incident directives and/or legislation.
- The CAO reviews and approves all contracts for service and/or supply related to incident management.
- The CAO assists in drafting and obtaining ratification of a proclamation of emergency.

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Finance & Administration (F&A)

- Manages financial operations of the City, including incident financial tracking.
- Coordinates preparation of requests or proposals for budgetary adjustments based on the needs or impacts of an incident and supports the presentation of the request to the City Council for approval.
- Facilitates public assistance and grant distribution, tracking, and/or reimbursement.
- Manages records retention and processes public disclosure requests related to an incident.
- Supports the purchase of materials, supplies, and equipment for incident management.

Fire

- The Office of Emergency Management facilitates incident management and activation of the EOC.
- Fire Operations coordinates and provides fire, technical rescue, hazmat, inspections, fire investigations, and emergency medical operations related to an incident.

Human Resources (HR)

- Conducts risk management operations and coordinates insurance claims.
- Monitors incident activities for compliance with safety standards.
- Coordinates the Worker Compensation program.
- Manages employee labor relations, compensation, and benefit administration.
- Coordinates spontaneous volunteer management.
- Manages the hiring process of incident-related workers.
- Assists in the identification of City employee casualties and notification of next of kin.

Information Technology (IT)

- Oversees operation of the City's information technology assets and programs, including but not limited to, servers, networks, hardware, software, and communications resources.
- Supports City incident management with Geographic Information Services (GIS) mapping capability and application management.
- Supports incident management through digital media, video production, and operation of the Kirkland City Government television channels.

Kirkland Municipal Court

- Conducts legal proceedings to maintain the obligation of individual rights, as able, dependent on the nature of the incident.
- The probation department monitors conditions of sentencing to support public safety and compliance with court orders during incidents, as able dependent on the nature of the incident.

Parks & Community Services (PCS)

- Facilitates the Mass Care Workgroup, coordinating mass care services for the Kirkland community, including, coordination with non-profit and partner organizations.
- Supports sustainment of City infrastructure.

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Planning & Building (P&B)

- Coordinates and conducts damage assessment/inspection of structures during an incident.
- Performs permit review and enforces development codes pertinent to the incident.

Police

- Conducts law enforcement operations related to the incident, including but not limited to, responding to crimes in progress, traffic control/enforcement, investigations, intelligence gathering, crowd control/management, security assessments, and other incident-specific tasks, as able based on resource availability and the nature of the incident.
- Facilitates corrections operations, including providing for the basic needs of individuals in custody, monitoring home detention, and prisoner transports, as able based on resource availability and the nature of the incident.

Public Works (PW)

- Provides permitting and inspection of repairs and construction in the right of way.
- Coordinates trash, recycling, and compost services in Kirkland.
- Maintains operational capability of City vehicles.
- Maintains City transportation infrastructure including the public-owned right of ways, street and traffic lights, traffic cameras, bridges, and other infrastructure.
- Coordinates delivery and maintenance of City utility services including wastewater collection, potable water distribution, storm and surface water, and coordinate with external utility providers for electric, natural gas, telephone, internet, and cable TV.

Key Position Responsibilities

The City works collaboratively to serve the needs of Kirkland residents and businesses daily and during incidents. The concept of working together in an incident is facilitated through defined roles for City personnel and the Emergency Operations Center (EOC).

City Council Member

The role of a City Council Member in an incident is to ratify the proclamation of emergency, approve incident funding allocations, pass legislation to facilitate incident management, response, and/or recovery, assist in managing public expectations, and advocate for support to the City, as appropriate.

City Manager

The role of the City Manager is to provide overall direction and control for incident management. The City Manager may delegate some or all incident management authorities to the Emergency Manager and/or EOC Manager. The City Manager convenes and leads the Policy Group, coordinates elected official engagement, serves as the Agency Administrator, and requests support and funding from local, federal, state, and county representatives and/or agencies.

Policy Group

The Policy Group includes Department Directors/Chiefs, the Emergency Manager, and incident-specific additions that provide subject matter expertise and guidance to the City Manager for

incident policy level decision making. The Policy Group may include representatives from Council and/or the Municipal Court, if appropriate.

Emergency Manager

The role of the Emergency Manager (EM), or their designee, is to maintain daily situational awareness of risks or hazards that could affect the City of Kirkland and support City departments responding to incidents or operational disruptions. The EM maintains operational readiness of the EOC, coordinates and facilitates EOC operation, serves as the incident management connection to the Policy Group, and fulfills additional assignments as directed by the City Manager. The EM, serving as the EOC Manager, approves all EOC resource requests as authorized by the City Manager. The EM represents the City during engagement with county, state, and/or federal agencies.

Department Directors/Chiefs

The role of a Department Director/Chief is to facilitate department level planning, resource allocation, and staff readiness in preparation for known and unknown hazards. During an incident Department Directors/Chiefs lead staff as they fulfill their incident management responsibilities, communicate incident impacts to the EM, City Manager, and department staff, and participate in the Policy Group.

City Attorney

The role of the City Attorney is to address incident-related legal matters, interpret state and/or federal legislation, orders, and/or proclamations related to an incident, and assist with the development and ratification of the City proclamation of emergency.

City Staff

City staff may have defined incident duties or assignments or may be tasked with an incident role at the time of need. All staff are expected to have emergency preparedness plans and supplies ready for their households so that they can report to work during incidents as requested.

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Responsibilities by Emergency Management Phase

All City departments share common responsibilities aligned with emergency management phases as part of the implementation of NIMS and incident management. These phases create a continuous holistic cycle of emergency management. (Figure 8).

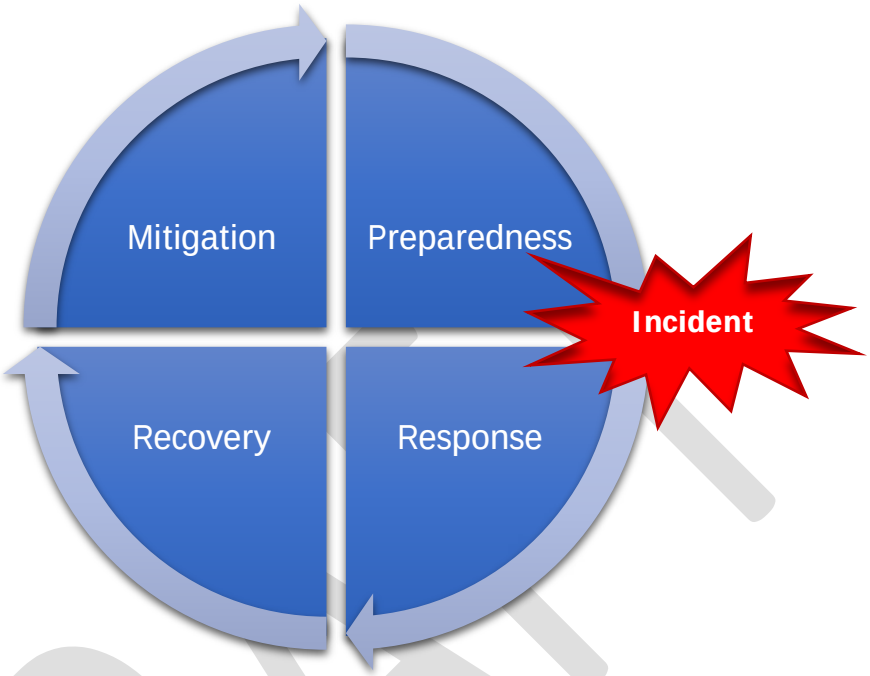

Figure 8 - Phases of Emergency Management

Emergency Management is organized into four phases to facilitate an overall incident management capability. The phases include:

- Mitigation: Mitigate risk by reducing or eliminating hazards, damage, or disruption.
- Preparedness: Prepare for hazards that cannot be prevented or mitigated.
- Response: Respond to incidents.
- Recovery: Recover from incidents to establish a new normal.

Mitigation Phase

Mitigation activities are proactive steps taken to reduce the impact of incidents. Department-specific mitigation strategies are outlined in the City of Kirkland annex to the King County Hazard Mitigation plan. City-wide mitigation activities include:

- Considering resiliency, redundancy, and risk reduction strategies in all projects and operations.
- Establishing a line of succession for key department positions.
- Cross-training staff to fill identified critical COOP positions.
- Maintaining a surplus of basic operational and emergency supplies at City facilities.

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Preparedness Phase

Preparedness activities are steps taken to increase the ability to respond when an incident occurs. City-wide preparedness activities include:

- Training staff in their incident-specific roles, including participating in EOC training and exercises.
- Assigning staff representatives to the Emergency Management Action Team (EMAT).
- Developing Standard Operating Procedures (SOPs) and COOP plans intended to reestablish or maintain department operations during an incident, including notification of critical personnel, assessment of damage and resources, and the identification of critical department functions.
- Educating staff on incident procedures and preparedness, including NIMs-mandated training for all benefitted employees.
- Participating in training, drills, and exercises to test department and City emergency plans and procedures.
- Assisting and coordinating in the development of plans, operating procedures, and other guidance to be utilized during an incident.
- Training the department line of succession on their role during incidents.
- Maintaining an updated inventory of key department personnel, facilities, and equipment resources.
- Maintaining current contact information for employees.

Response Phase

Response activities are actions taken to achieve incident stabilization. City-wide response activities include:

- Facilitating incident management and communications across City departments and with partner agencies.
- Staffing the EOC.
- Conducting operational impact assessments and monitoring departmental operational capability for changes.
- Maintaining detailed documentation of response activities including personnel and resource costs.
- Utilizing COOP plans to prioritize the restoration of essential City functions.

Recovery Phase

Recover activities assist the City and/or community in moving to the “new normal” and regaining a level of societal, governmental, and/or commercial activity and stability. The recovery phase may last weeks to years depending on incident impacts. City-wide recovery activities include:

- Establishing City post-incident operational levels.
- Preparing damage assessment information.
- Establishing the Disaster Recovery Team in accordance with the City of Kirkland Disaster Recovery Framework.

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Unity of Effort

It is the policy of the City of Kirkland that incident management activities be conducted in accordance with NIMS as directed by the HSPD – 5, NIMS. NIMS components that Kirkland prioritizes for implementation include ICS, Emergency Operation Centers, and Mutual Aid. The use of NIMS facilitates a standard approach to incident management allowing for inclusion and coordination of internal and external responders to operate in a defined unified organizational structure.

Multi-Jurisdictional Coordination

During routine operations, the City coordinates emergency management programs with other jurisdictions through peer interaction and joint efforts. In addition, the OEM participates in meetings, workgroups, and projects facilitated by the King County Office of Emergency Management, and/or the Washington State Emergency Management Division.

During an incident, the City coordinates incident management efforts and requests with neighboring jurisdictions and/or partner agencies through mutual aid agreements, the use of Unified Command, and direct verbal or written contact, and/or sharing of situation reports. The City participates in multi-agency coordination groups, at the incident command and/or EOC levels, and regional stakeholder conference calls, often facilitated by the King County Office of Emergency Management and/or the Washington State EMD.

Emergency Operations Center

The EOC coordinates and supports incident management for the City. This role includes connection with government and non-government local, federal, state, and county agencies. See the City of Kirkland EOC Emergency Operations Plan (EOP) for more information.

The primary functions of the EOC are to support field operations through the coordination and dissemination of incident information, the identification, procurement, and allocation of requested resources, implement COOP/COG, and to provide guidance on incident priorities and policy decisions as provided to and received from the Policy Group. The EOC coordinates City operations and response partners responding to the consequences of an incident, as needed and able. Additionally, the EOC serves as a coordination point for Local, Federal, state, and county support and/or assistance.

Functions of the EOC include:

- Facilitate support and coordination of incident activities.
- Coordinate with departments, agencies, and jurisdictions.
- Facilitate coordination of outside resources.
- Establish and maintain resource management.
- Establish and maintain situational awareness.
- Collect, evaluate, and disseminate incident information.
- Coordinate short-term recovery activities.
- Facilitate and support operational communications.
- Support continuity of operations and continuity of government actions.
- Brief City leadership on incident status.
- Implement policy decisions.

EOC Organization

The Kirkland EOC is organized as a hybrid of the Incident Command System (Figure 9). The Logistics and Finance functions have been combined into the Resourcing Section in order to streamline those processes.

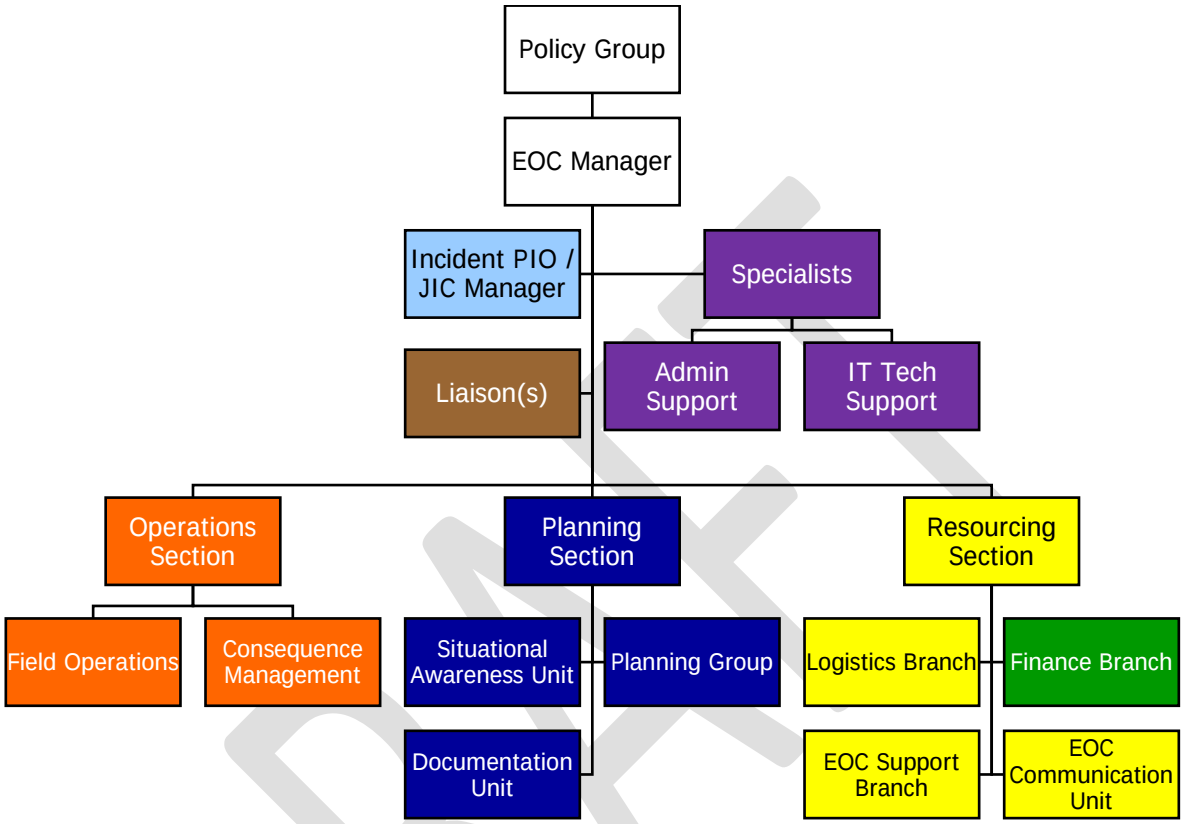

Figure 9 - Kirkland EOC Organizational Chart as of 2021

The Policy Group is comprised of the City Manager, the Emergency Manager, the Department Directors or Chiefs, and incident-specific appointed members, and is responsible for making policy decisions to be implemented by the EOC.

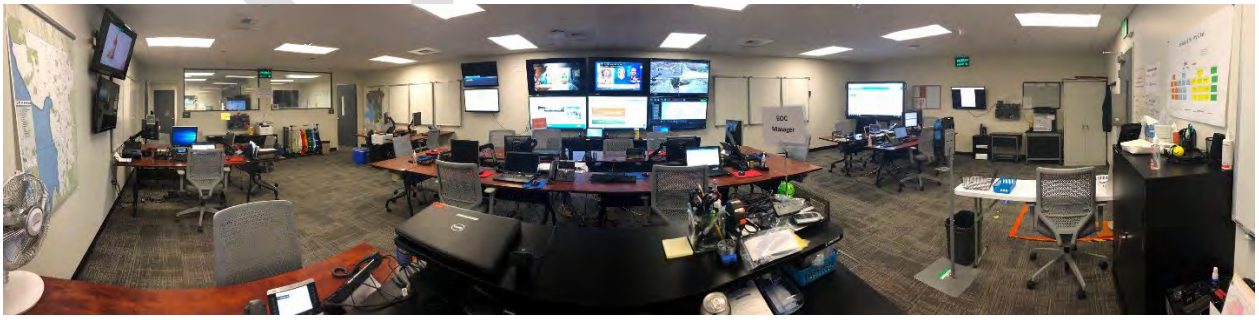

Figure 10 - A panoramic photo of the primary EOC at Kirkland City Hall as seen from the EOC Manager's desk. Taken in March 2021, laid out to accommodate social distancing due to COVID-19.

Primary/Alternate EOC Location

The primary EOC is located on the lower level of Kirkland City Hall (123 5th Ave, Kirkland, WA) (Figure 10).

Alternate EOC locations include the Kirkland Justice Center (11750 NE 118th St, Kirkland WA) and Kirkland Fire Station 26 (9930 124th Ave NE, Kirkland, WA) (Figure 11). If an alternate location needs to be used, the selection will be made based on incident information.

In addition, the City OEM maintains a limited mobile EOC capability in the OEM response vehicle. The mobile EOC can be established on a scene as an expansion of the Incident Command Post or another location as needed based on available facilities or open space. The mobile EOC is not intended for long-term operations, rather for immediate assessment and initiation of support and/or coordination.

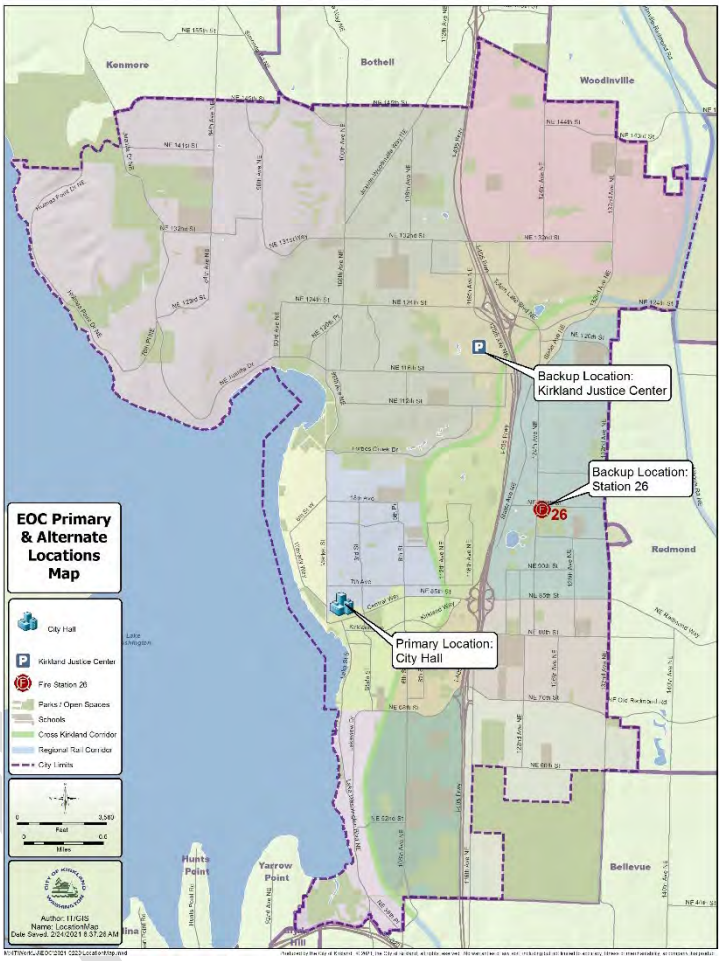

Figure 11 - Map of EOC Primary and Alternate Locations

EOC Activation

Activation of the EOC is authorized by the City Emergency Manager, City Manager, Fire Chief, Police Chief, or at the request of a Department Director in need of support. The EOC may activate when an Incident Command Post is insufficient to meet the incident management and/or coordination needs of an incident. The EOC may be activated for anticipated disruptions, such as winter weather systems, or for planned events, such as the 4th of July.

OEM uses email, phones, and an internet-based notification system to notify EOC staff, City leadership, King County OEM, WA EMD, and local stakeholders of an actual or anticipated EOC activation. For details on the EOC activation process reference the EOC EOP and EOC Opening Procedures. When informing WA EMD of an EOC activation, a State mission number will be requested for incident documentation and tracking purposes.

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EOC Activation Levels

EOC Activation Level		Description
Not Activated	**Daily Operations**	Normal daily operations including OEM staff monitoring conditions and addressing short-term or narrow-scope requests for assistance, in addition to regular work.
3	**OEM Staff Only**	OEM staff filling EOC functions. Mainly situational monitoring and maintaining readiness to call in additional staffing if needed. May operate for multiple operational periods but rarely includes 24/7 activities. May be onsite or remote.
2	**Partial Activation**	Limited EOC staff positions filled and, as needed, incident-specific EOC representatives. May operate for multiple operational periods but rarely includes 24/7 activities. Onsite effort.
1	**Full Activation**	All or most EOC staff positions filled, including incident-specific representatives. Operations typically occur 24/7 for multiple operational periods with County, State, and/or Federal involvement for response and recovery support. Onsite effort.

Table 2 – Kirkland EOC Activation Levels

EOC Demobilization

The decision to demobilize the EOC is made by the Emergency Manager in coordination with the City Manager and, if established, field command. The EOC will begin demobilization planning when incident stabilization has been established. The EOC Manager position will be the last of the EOC staff to demobilize verifying that the EOC is at pre-activation operational readiness before closing the facility. Included in closing the EOC is the notification to King County Emergency Management and Washington State Emergency Management Division of the date and time of closure. Demobilization may be a phased process based on incident recovery efforts. Additional information on the process is included in the EOC EOP.

Information Collection, Analysis, and Dissemination

The City endeavors to maintain situational awareness and distribution of accurate information throughout an incident.

Information Collection

The EOC collects information to establish and maintain situational awareness, form a common operating picture, and inform incident management objectives and actions.

Under routine operating conditions, the OEM monitors and gathers information as it relates to potential incidents. This information is collected from various sources, including, but not limited to, the following:

- City of Kirkland Departments (ex. road closures)
- NORCOM
- National Weather Service (NWS)
- Washington State Fusion Center (WSFC)
- Neighboring jurisdictions, King County OEM, and WAEMD
- PSE
- Utility Providers
- Digital and broadcast media
- Public reports

During an incident, information collection may expand to include direct reports from an incident command post, review of incident action plans, messaging from response partners, or external situation reports. Incident information informs response planning, allocation of resources, assistance to the community, and advanced planning for response and recovery.

Information Analysis

Daily situational awareness information is reviewed, verified, and appropriately shared by the Emergency Manager, or their designee.

When the EOC is activated, the Planning Section collects, verifies, and compiles incident information. Information received from trusted official sources will be accepted as verified. All other information will be verified by City staff before accepting it as valid.

EOC staff may obtain classified or sensitive information dependent on the type of incident. Therefore, an 'Intelligence Section' may be established to screen, validate, and address the information as needed.

Alert and Warning

The City will use routine, established communications and warning systems as much as possible during an incident.

The City may also leverage non-City partners to assist with information dissemination, including contacting NORCOM or the KCOEM to issue wireless emergency alerts.

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Information Dissemination

It is recognized that not all information is appropriate for release to all groups; however, the City endeavors to be inclusive and transparent when possible. The Emergency Manager disseminates appropriate situational awareness information to City departments/leaders and regional partners, primarily by email, with direct phone or face-to-face contact as needed.

When the EOC is activated, the JIC will develop and disseminate incident public messaging via press releases and/or conferences, digital media posts, City TV channel broadcasts, the City website, and other resources as available. Whenever possible, critical safety information will be translated into verbal, electronic, and/or written form for dissemination to the LEP community. The EOC Manager and/or Incident Commander will approve the content of incident messaging before it is disseminated to the public and/or media. See Emergency Support Function 2: Communications, Information Systems, and Warning and Emergency Support Function 15: Public Information and Affairs for details.

The City Communications Manager will coordinate the development and dissemination of the City message to the public related to the consequences of the incident on City operations and/or government. The JIC and Communications Manager will work together to coordinate messaging for consistency and accuracy. See Emergency Support Function 2: Communications, Information Systems, and Warning and Emergency Support Function 15: Public Information and Affairs for details.

City incident management information will be shared in the form of a Situation Report and/or a Consolidated Action Plan both of which include a City-wide approach to incident management documentation. These documents may be shared with field responders, City leadership and staff, and partner agencies, as directed by the EOC Manager. The EOC Planning Section will issue Situation Reports at least once per operational period or at the discretion of the EOC Manager. At a minimum, the Situation Report will be emailed to the Policy Group, KC OEM, and WA State EMD.

The City may issue a ‘Snapshot’, a short email brief of changing or new incident information, as deemed necessary by the EOC Manager to support ongoing situational awareness in a dynamic incident.

The City may share, forward, or otherwise disseminate partner messaging to assist information flow during an incident; however, the City will direct any inquires related to the partner information to the partner and/or agency point of contact.

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Communications

Interoperable Communications Plans

The City relies on a variety of communication systems to facilitate incident response and recovery, including, but not limited to, phones (cell and Voice over Internet Protocol (VoIP)), radios, e-mail including pre-determined distribution lists, and digital media. The City uses a cloud-based system to store and back up files and communications information. The City intends to use routine communications technology to the extent possible during an incident.

The City uses a public safety radio system that is compatible with partner response agencies and public safety answering points, including NORCOM, in King County. The regional public safety radio network is supported by King County IT and NORCOM is the direct provider of incident radio traffic coordination for Kirkland Police and Fire personnel. NORCOM facilitates regional public safety radio transmissions and can “patch” talk groups or individual radios as needed to allow for interoperable communications across agencies.

During an incident, or when routine communications methods are not in service, amateur radio operators may be leveraged as a backup form of communications for City operations. The Kirkland Emergency Communications Team (KECT) is a City volunteer team of licensed amateur radio operators, that provide emergency communications support as requested by the Emergency Manager. Mobile amateur radio equipment is staged at the EOCs, Fire Stations, the Kirkland Justice Center, and the Public Works maintenance center for use at a location of need based on the incident. KECT can contact a variety of amateur radio users including partner jurisdictions and stakeholders, King County OEM, and WA. State EMD as needed.

The primary and alternate EOCs are equipped with redundant communication resources, including telephones, amateur radio, computers for e-mail, digital media access, and discipline-specific software capabilities.

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Community Communications Plans

The City endeavors to provide accurate, timely, and actionable information to the Kirkland community before, during, and after an incident for life-safety and incident stabilization purposes. The City may provide public information in a variety of ways including, but not limited to, the City's website, digital media, newsletters, email, flyers or mailers, reader boards, signs, public safety vehicle public address (PA) systems, and in-person communication (Table 3). The City Communications Manager and the JIC/PIO will coordinate the distribution of City and incident messaging.

Platform	Communication Type				Audience		
	Video	Digital	Print	Verbal	Internal (Staff)	Press	External (Public)
Flyers			x		x		x
Facebook	x	x				x	x
Nextdoor	x	x				x	x
Twitter	x	x				x	x
Instagram	x	x				x	x
YouTube	x	x					x
Websites	x	x			x	x	x
City TV Channel(s)	x						x
Word of Mouth				x	x	x	x
Press Releases		x	x		x	x	x
Newsletter(s)		x					x
Email		x			x		x
Reader Boards		x					x

Table 3 - City Communication Platforms and Audiences

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In an effort to provide quality communication to City audiences, the following matrix is used to assess messaging for use, content, and clarity (Figure 12).

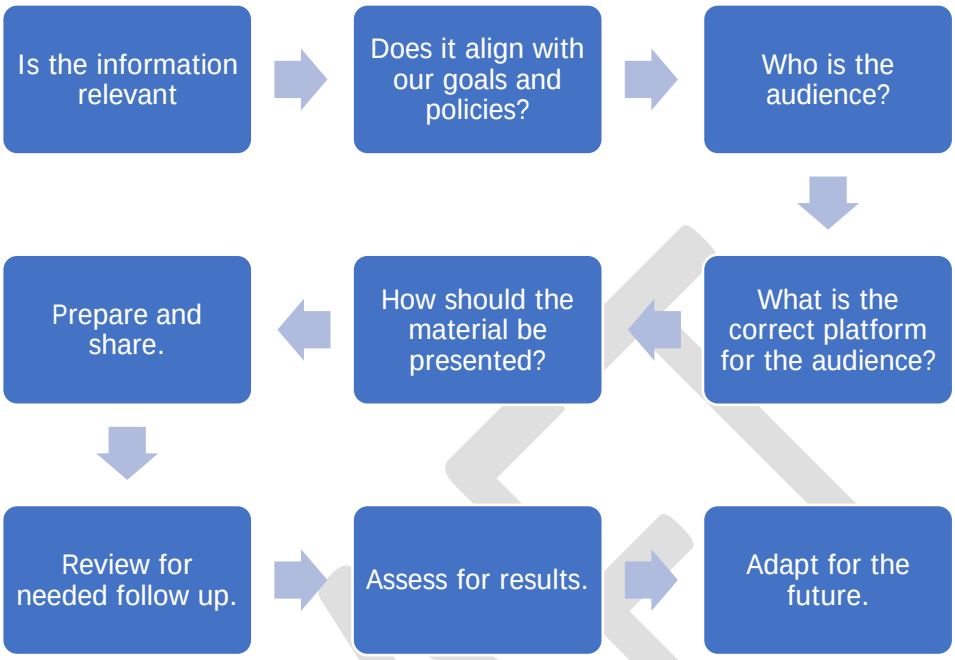

Figure 12 - Process of Delivery of Public Information

Administration, Finance, and Logistics

Administration and Documentation

EOC activation related documentation will be maintained and archived for at least 10 years according to the City's archiving policies and in compliance with RCW 40.10.010 regarding the protection of essential records. The EOC Planning Section, with assistance from the City Clerk's Office, is responsible for organizing and maintaining incident documentation. Retention items include physical and electronic EOC documents, maps or visual displays, and incident-related emails. Records of incident operational activities shall be kept in a manner that distinguishes them from day-to-day operational reports, service work requests, and payroll records.

When appropriate, incident reports and expenditure shall be coordinated, and documentation for state and/or federal reimbursement and/or assistance programs shall be prepared and submitted to the appropriate state and federal agencies by the Finance Department with support from OEM.

Finance

The City will follow routine financial practices whenever possible during incident management; however, approval procedures for expenditures may be modified based on incident needs. Incident-related obligations and expenditures may be incurred in accordance with RCW 38.52.070, RCW 35A.33.080, and RCW 35A.34.140 which outline emergency expenditures. Financial records will be kept in a manner that distinguishes between day-to-day operations and

incident expenses and alternate methods of payment/payroll processing may be established if necessary.

The Resourcing Section coordinates the documentation and reporting of citywide incident financial records leveraging an established resource management process to document incident-related expenses. Pre incident the City Finance and Administration department establishes one or more budget project codes for tracking EOC and department incident-related expenses to facilitate the delivery of actual and projected incident costs to the Emergency Manager and/or City Manager as requested.

Incident-related expenditures may be reimbursed through local, state, and/or federal programs. The City uses the ICS Resource Request Form 213 (213-RR) to document, approve, and track purchases to facilitate cost recovery if the opportunity is presented. Depending on the nature and scope of an incident, the City may qualify for federal disaster relief. There are two primary FEMA grant programs regarding relief; eligibility for both programs is contingent upon having a Presidential Declared Disaster:

- **Public Assistance:** Provides funds to aid communities who are responding to and recovering from an incident that has resulted in a Presidential Disaster Declaration. The program provides temporary emergency assistance to help save lives and protect property, as well as helping to restore community infrastructure that may have been damaged or otherwise disrupted by the federally declared incident.

- **Individual Assistance:** Federal assistance to individuals, families, and businesses. These programs are designed to help meet disaster applicants' needs, which may include disaster housing assistance (temporary housing, repair, replacement, etc.) and other needs assistance including medical, funeral, clean-up, moving, and other expenses.

During response and recovery efforts, departments are responsible for tacking potentially reimbursable incident costs related to emergency actions and damages incurred to public facilities and infrastructure as a result of the incident. If incident impacts are perceived to potentially be eligible for support, the King County OEM sends instructions to the City for completing an official preliminary damage assessment (PDA) worksheet. The PDA is compiled by the Finance Department, acting as the Applicant Agent, with coordination and support from OEM and affected City departments.

Logistics and Resource Management

City departments facilitate resource management at the department level, until such a point that the operational need exceeds the department's capability and/or supply. This situation initiates contact by the department to the OEM and/or EOC if activated, to request additional resource support. The EM may work directly with the department to provide support, or if the EOC is activated the Resourcing Section will provide resource management, including logistics support, following established resource requesting procedures to the department. Every effort will be made to source necessary resources from City departments, through City mutual aid agreements and contracts, and from City-based commercial providers before seeking support

from other sources. Additional information can be found in Emergency Support Function 7: Logistics Management and Resource Support for additional information.

If the City is unable to meet the resource needs of an incident, the City may request resources and/or support through the KCOEM. Assistance may be requested of neighboring cities according to the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County and/or the Washington State Intrastate Mutual Aid System (WAMAS). If KCOEM is unable to support the City's resource request or if out-of-state resources are needed, KCOEM may forward the City's request to WAEMD for assistance and/or the implementation of the Emergency Management Assistance Compact (EMAC).

Incident volunteers will be registered in accordance with WAC 118-04 Emergency Workers Program and City volunteer guidelines.

Plan Development and Maintenance

OEM is responsible for the overall CEMP development and maintenance. To support a collaborative and wholistic planning process, the OEM engages internal and external partners during CEMP reviews and update efforts. In addition to staff participation, the OEM leverages After Action Reports/Improvement Plans to inform development and maintenance of the CEMP and its supporting documents.

Emergency Management Action Team (EMAT)

The OEM coordinates the development and maintenance of the CEMP with input and coordination from the EMAT. The EMAT is composed of the Emergency Manager, the City Attorney, the City Communication Manager, and at least one representative from each City department. The EMAT supports OEM initiatives to help City departments and staff mitigate risk, prepare for, respond to, and recovery from an incident at work or at home.

Safety Committee

The City Safety Committee, facilitated by Human Resources, is composed of department representatives addressing safety concerns, corrections, and initiatives. A representative from OEM participates on the Safety Committee offering subject matter expertise and leveraging the group for staff-level input on emergency management programs and plans.

Public Engagement

Community input to the CEMP is encouraged and typically occurs through public discussions and engagement events. During the 2020 review process, the ongoing COVID-19 pandemic prevented most community engagement opportunities. Portions of the document were provided to specific stakeholders for input through video conferencing. The intent for the next planning process is to be able to host public engagement sessions to facilitate a whole community approach to planning.

After Action Reports (AARs)

After Action Reports (AARs) capture observations and identified gaps during exercises and incidents and assist the City in identifying issues for correction prior to future incidents. The OEM will conduct an After-Action review process following incidents and exercises by inviting

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representatives from City departments and involved partner organizations to provide feedback regarding the exercise or incident. The information provided related to what went well and areas for improvement will be incorporated into the AAR and guide the development of recommended improvement actions. Improvements will be integrated into the OEM's CEMP planning and review process as appropriate.

Planning and Approval Process

The EMAT representatives are responsible for providing input into the CEMP, ESFs, associated annexes, procedures, and department level plans. The OEM facilitates meetings with City staff responsible for CEMP and/or ESF content and provides guidance, templates, and requirements for ESF development.

The OEM reviews and edits submitted CEMP and ESF content to produce a comprehensive draft document. The draft is provided to Department Directors/Chiefs, the City Attorney, the City Manager, and the City Council for review, input, and agreement prior to submission to the WAEMD for review and approval. After State approval, the Emergency Manager presents the State approved CEMP to the City Council for formal adoption.

CEMP Maintenance Schedule

The City completes a formal wholistic CEMP review and update at least every 5 years per the requirements of RCW 38.52; however, the City recognizes that AARs may identify opportunities to update and/or change the CEMP within the 5-year revision process.

Changes to the plan may be administrative (minor edits with limited impact to incident management processes and/or roles and responsibilities) or substantive (significant modifications that change incident management processes and/or roles and responsibilities) in nature. Administrative changes may occur throughout the 5-year revision process and are approved by the Emergency Manager. Substantive changes will be submitted through the full approval process, including to WAEMD and the City Council, regardless of where the CEMP is in the 5-year revision process.

The status of the CEMP in the 5-year revision process as of April 2021 is outlined below (Table 4).

Section	Year Reviewed	Year Updated	Year Approved	Next Review	Next Update
CEMP	2019-2021	2021	2021	2024-2025	2025

Table 4 – Kirkland CEMP Maintenance Schedule

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Training and Exercise Program

The City will train and exercise staff regularly to validate plans and improve readiness to prevent, mitigate, respond to, and recover from incidents.

Training

The OEM provides public outreach and education to train the whole community on emergency preparedness through printed material, the Community Emergency Response Team (CERT) program, public classes, presentations to community and neighborhood groups, hosting forums, staffing booths at public events, and taking advantage of other outreach opportunities as they are presented.

The OEM conducts employee preparedness programs intended to educate employees on personal preparedness at home and work. These programs include new employee orientation, new Director/Chief/Council Member orientation to emergency and incident management, participation in the Great ShakeOut, testing of the employee notification system, and engagement in regional, state, or federal preparedness programs and exercises when appropriate.

The Emergency Manager, in partnership with the City Manager, facilitates and/or conducts an annual training session with City Council Members, and invited participants, on emergency management topics, including but not limited to, City plans, their role in an incident, and crisis communications.

City staff are informed and trained on their responsibilities during an incident upon employment and/or promotion. Including completion of the appropriate level of NIMS courses for their position (Figure 13). At a minimum, all benefitted City staff are required to complete ICS 100 and 700 independent study courses upon employment.

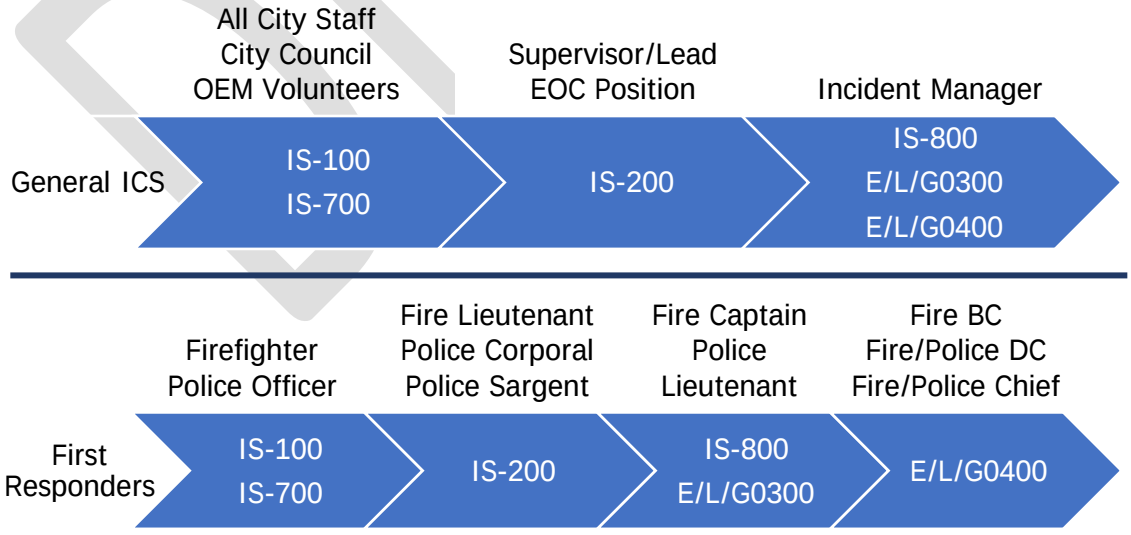

Figure 13 - ICS Training Progression for City Staff

Courses are available through the City's online Learning Management System (LMS) linked to FEMA curriculum and through virtual and/or classroom delivery of upper-level courses. Staff are encouraged to take additional FEMA courses related to their incident roles and responsibilities.

Exercise

OEM designs, develops, and conducts exercises to test EOC equipment, processes, staff, and Policy Group capabilities. At least one functional EOC exercise occurs annually; except in years when one or more EOC incident activations occur. During years with real-world activations, exercises may be altered or suspended to allow for the implementation of and training on AAR identified improvements. The OEM conducts full-scale exercises for the city staff, the KECT, and as part of the CERT program and may invite City volunteers and/or community members to participate in these exercises by role playing incident survivors, the media, or community members seeking support. Exercises are designed and conducted using Homeland Security Exercise and Evaluation Program (HSEEP) methodology and practices.

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EMERGENCY SUPPORT FUNCTION (ESF)

ESFs provide structure for coordinating incident management based on a function and groups departments and/or agencies together to support specific incident actions.

ESFs are staffed based on the nature, size, needs, and complexity of an incident as determined by the Emergency Manager and/or EOC Manager.

ESFs have a Lead Agency and multiple Support Agencies. The Lead Agency is the City Department that is primarily responsible for coordinating the ESF mission area (Table 5). Support Agencies possess specific capabilities and/or resources that provide support to the mission of the ESF.

ESF	Lead Department
Emergency Support Function 1: Transportation	Public Works
Emergency Support Function 2: Communications, Information Systems, and Warning	Office of Emergency Management
Emergency Support Function 3: Public Works and Engineering	Public Works Department
Emergency Support Function 4: Fire Protection	Fire
Emergency Support Function 5: Emergency Management	Office of Emergency Management
Emergency Support Function 6: Mass Care, Housing, and Human Services	Parks & Community Services
Emergency Support Function 7: Logistics Management and Resource Support	Office of Emergency Management
Emergency Support Function 8: Public Health and Medical Services	Fire
Emergency Support Function 9: Search and Rescue	Police
Emergency Support Function 10: Hazardous Materials	Fire
Emergency Support Function 11: Agriculture and Natural Resources	Parks & Community Services

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ESF	Lead Department
Emergency Support Function 12: Energy and Utilities	Public Works
Emergency Support Function 13: Law Enforcement	Police
Emergency Support Function 14: Short and Long-Term Community Recovery	City Manager's Office
Emergency Support Function 15: Public Information and Affairs	City Manager's Office

Table 5 - ESF Responsibility Matrix by City Department

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ESF Scope

The following table provides the ESF scope of responsibilities aligned with the 32 Core Capabilities identified in the FEMA National Preparedness Goal (Table 6).

ESF	Scope of Responsibilities	Key Response Core Capability
Emergency Support Function 1: Transportation	• Situational awareness for right-of-way, aviation, and marine systems • Transportation safety • Damage and impact assessment/restoration/recovery of City transportation infrastructure • Movement restrictions	Critical Transportation
Emergency Support Function 2: Communications, Information Systems, and Warning	• Coordination with telecommunications and information technology • Coordination with cyber systems • Restoration and repair of communications infrastructure • Protection, restoration, and sustainment of cyber systems and information technology resources • Oversight of communications within the incident management and response structures.	Operational Communications
Emergency Support Function 3: Public Works and Engineering	• Infrastructure protection and emergency repair • Infrastructure restoration • Engineering services and construction management • Debris removal and disposal coordination	Infrastructure Systems
Emergency Support Function 4: Fire Protection	• Coordination of firefighting activities • Fire mobilization	Fire Management and Suppression
Emergency Support Function 5: Emergency Management	• Coordination of incident management and response efforts • Incident action planning • Operation of the EOC	Operational Coordination; Situational Assessment: Planning

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ESF	Scope of Responsibilities	Key Response Core Capability
Emergency Support Function 6: Mass Care, Housing, and Human Services	• Mass care • Emergency assistance • Temporary sheltering and intermediate disaster housing • Human services • Behavioral health services • Service animals and pets • LEP services	Mass Care Services
Emergency Support Function 7: Logistics Management and Resource Support	• Comprehensive incident logistics planning, management, and sustainment capability • Resource support (facility space, office equipment, supplies, contracting services, etc.)	Logistics and Supply Chain Management; Operational Communications
Emergency Support Function 8: Public Health and Medical Services	• Prevent and limit the spread of illness and injury • Support healthcare and medical response • Mass fatality management • Provide Emergency Medical Services (EMS) during incidents • Response to environmental health and safety threats including food, air, and water quality problems	Public Health, Healthcare and Emergency Medical Services; Fatality Management Services; Environmental Response/Health and Safety; Logistics and Supply Chain Management
Emergency Support Function 9: Search and Rescue	• Live-saving assistance • Search and rescue operations (air, land, water, urban, technical rescue)	Mass Search and Rescue Operations
Emergency Support Function 10: Hazardous Materials	• Oil and hazardous materials (chemical, biological, radiological, etc.) response • Environmental short and long-term cleanup	Environmental Response/Health and Safety; Critical Transportation; Infrastructure Systems

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ESF	Scope of Responsibilities	Key Response Core Capability
Emergency Support Function 11: Agriculture and Natural Resources	• Nutrition assistance • Animal and plant disease and pest responses • Food safety and security • Natural and cultural resources and historic properties protection and preservation • Safety and well-being of pets and service animals	Environmental Response/Health and Safety; Mass Care Services; Public Health, Healthcare and Emergency Medical Services; Critical Transportation, Logistics and Supply Chain Management; Infrastructure Systems
Emergency Support Function 12: Energy and Utilities	• Energy infrastructure assessment, repair, and restoration • Energy industry utility coordination • Energy supply monitoring	Infrastructure Systems; Logistics and Supply Chain Management; Situational Assessment
Emergency Support Function 13: Law Enforcement	• Facility and resource security • Security planning and technical resource assistance • Public safety and security support • Support to access, traffic, and crowd control	On-Scene Security and Protection; Access Control and Identity Verification; Physical Protective Measures
Emergency Support Function 14: Short and Long-Term Community Recovery	• Social and economic community impact assessment • Long-term community recovery assistance to states, local governments, and the private sector • Analysis and review of mitigation program implementation	Economic Recovery; Health and Social Services; Housing; Natural and Cultural Resources
Emergency Support Function 15: Public Information and Affairs	• Emergency public information and protective action guidance • Media and community relations • Outreach to the whole community (LEP, AFN, ADA, culturally diverse populations)	Public Information and Warning

Table 6 - ESFs and Core Capabilities from the National Response Framework

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EMERGENCY SUPPORT FUNCTION 1: TRANSPORTATION

Lead Agency

Kirkland Public Works (PW)

Support Agencies

Kirkland Parks & Community Service (PCS)

Kirkland Police Department (PD)

Kirkland Fire Department

Public Transit Utilities

King County Department of Transportation

Puget Sound Energy (PSE)

Washington State Department of Transportation (WSDOT)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 1 is to describe the coordination of City roads, traffic signals, signage, sidewalks, bridges, Intelligent Transportation Systems (ITS), streetlights, storm drainage, and City-owned parking lots during incidents.

Scope

This ESF addresses City transportation infrastructure capability and assets to maintain ingress, egress, and movement of resources during and following an incident.

Policies

The City of Kirkland Transportation Master Plan outlines overall City policies regarding transportation infrastructure.

The Kirkland Snow and Ice Response Plan outlines policies and practices during inclement weather.

Revised Code of Washington (RCW) Chapters 35.68 through 35.73 directs policies for City streets, sidewalks, and other transportation infrastructure.

RCW Title 47 directs policies for public highways and transportation, including establishing policies for the planning, maintenance, and recovery of I-405 that is located within the City and is under the jurisdiction of WSDOT, as summarized in the City Streets as Part of State Highways Guidelines (2013).

Washington Administrative Code (WAC) 468-18-050 outlines policies on the construction, improvement, and maintenance of intersections of state highways and city streets.

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Situation

Incident Conditions and Hazards

Incidents may cause a disruption to the use of the transportation system in Kirkland hindering access to certain areas of the City and creating significant delays in the transport of emergency supplies, services, and equipment. Specific hazards of note that may affect transportation infrastructure include, but are not limited to, direct damage from earthquakes, debris or damage from severe weather, power failure, and flooded roads or urban flooding.

Surface – Damage to the City's surface infrastructure is the most likely risk to the City's transportation system. The City has an extended network of surface transportation infrastructure, and disruption to part or all of this system may pose a risk to loss of life, and/or the ability to effectively transport supplies or personnel in the City. An earthquake or other land movement incident in particular poses a significant threat of damage to surface transportation infrastructure. Severe weather incidents may cause direct damage to surface transportation infrastructure, unsafe travel conditions, or the accumulation of debris.

Aviation – The City has limited aviation risk. There are no land-based airplane runways in the City limits; however, the City does have at least one commercial seaplane landing path and the potential for multiple private marine aircraft landing areas. This situation poses the risk for a small plane crash, which could include damage to structures, fire, loss of life, property damage, hazardous materials spills, or environmental damage or destruction.

Maritime – The City borders Lake Washington which creates risk for water transportation incidents, including but not limited to hazardous materials spill, craft fires, crashes, sinking, or environmental destruction.

Pipeline – A small portion of the Olympic Pipeline crosses into the City; however, this line does not cross roadways or interact with the City’s transportation system. A rupture, explosion, or fire on the line could cause localized traffic disruptions, but no direct damage to the transportation network.

Railroad – The City of Kirkland does not include a railroad system; thus this is not a risk.

Planning Assumptions

- Transportation infrastructure in and around the City of Kirkland may sustain damage and/or experience severe disruption or traffic congestion in an emergency due to the terrain, soil types, presence of water bodies, aging infrastructure, and a limited street grid system which may impact the effectiveness and efficiency of response and recovery activities that are dependent on the transportation system.
- The public will not be familiar with multiple alternate transportation routes, resulting in blocked and crowded roadways.
- An incident response that requires transportation capacity may be difficult to coordinate immediately following an incident.
- The City will make every effort to maintain accessible streets during and following an incident.
- The requirement for transportation capacity during the immediate life safety response phase of an incident may exceed the ability of City assets and infrastructure.

- When local infrastructure systems have been severely disabled, the responsible parties (adjacent Cities, the County, and/or the State) will act to restore transportation systems and equipment.
- Metro Transit, Sound Transit, and local school districts may, subject to the conditions of the incident and availability of operators and equipment, support incident operations with buses, vans, or other transportation resources upon request of the City.
- Acts of terrorism may destroy or disrupt transportation capability for extended periods of time.
- Closure of one lifeline route can cause major gridlock and traffic disruptions throughout the City.
- A closure of I-405 may create a significant surge and demand on the City's transportation assets.
- Access to an incident area will be dependent upon available transportation routes, public safety, and/or utility networks and services.
- Restoration of power or delivery of mass care may be dependent on the restoration of transportation infrastructure.
- Previously inspected transportation infrastructure may require re-evaluation if subsequent cascading incidents occur after the initial incident.

Concept of Operations

General

Primary emphasis and resource commitment will be placed on clearing and maintaining arterials and debris removal and roadway restoration to allow for life safety and transport of essential resources. Secondary emphasis will be to clear/repair local streets to support the resumption of business and transportation in the City.

PW monitors the status and reports of damage to the transportation system in the City. The City maintains City-owned traffic signals, street lights, and other traffic devices (See attachment Figure 14) focusing on priority routes. Most street lights in Kirkland are maintained by PSE. WSDOT maintains and operates traffic signals at the intersections of city streets and freeway interchanges.

PW maintains on-call standby staff who are the primary point of contact for after-hours for ESF-related incident response. Standby staff utilizes the PW Standby Manual to assess situations and activate additional support or response, as needed.

The PCS Department maintains parking lots, pedestrian trails, and bicycle routes, at City facilities and parks including maintaining clear right-of-way access for fire response vehicles at Fire Stations.

PW publishes an annual Snow and Ice Response Plan which documents the prioritization of street clearing during winter weather and will inform priorities for other incidents as appropriate. The priorities are updated through feedback from the community, Police, Fire, and schools.

Damage or debris that inhibits safety or traffic flow along priority corridors will be addressed first (removed and/or moved to eliminate impact).

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Depending on the nature of the incident, City staff may utilize specialized equipment (backhoes, dump trucks, snowplows, aerial lift trucks, portable generators) to manage incident impacts.

Organization

Public Works is the lead agency for coordinating transportation-related response and recovery activities within the City of Kirkland. Staff at the Public Works Maintenance Center (PWMC) will organize and dispatch field crews. During activation of the Emergency Operations Center (EOC), PW management staff assigned to the EOC will coordinate operations with the PWMC.

Generally, the areas of responsibility for transportation infrastructure response efforts between PW and PCS are as follows:

Public Works: Field crews are responsible for response activities within the public rights-of-way (streets, pedestrian overpass bridges, Cross Kirkland Corridor (CKC), trails, some public staircases connected to parking lots, and sidewalks adjacent to Park Lane or the Park Lane parking lot). Field crews may be drawn from Streets & Public Grounds, Water, Sewer, and/or Storm Divisions.

Fleet Division: The Fleet Division is responsible for the setup, maintenance, and repair of vehicles and equipment including the emergency generator at the Fuel Station during power outages.

Parks & Community Services: PCS is responsible for transportation-related activities around the exterior of all public buildings and facilities including driveways, parking facilities, and walkways. Included are the parking lots, driveways, and walkways at the Fire Stations, City Hall, Kirkland Justice Center, Maintenance Center, the Senior Center, North Kirkland Community Center (NKCC), and other City facilities as necessary.

Procedures

The Public Works department maintains a weekly rotation of Standby Managers who serve as the primary point of contact for after-hours incidents requiring an emergency response. The Standby Manager coordinates calling in additional street crews, reporting information, initial contact to partner utility providers and agencies, and escalating incidents as necessary per the Public Works Standby Manual.

PW staff verifies streetlight operational status on a monthly basis repairing any City owned assets and notifying PSE, by phone, of any issues or outages with their equipment. In addition, KPD, KFD, City staff or the public may report damaged or dark streetlights by email or phone.

PW staff receive notification of traffic signal outages and/or damage to street signs, by phone, email, and through the City's public outage reporting website. Staff are dispatched, by management, to reported locations to assess, repair, or restore traffic signals, traffic cameras, streetlights, and/or other traffic control related infrastructure. Priority for response and restoration is given to high traffic routes and key intersections. Response efforts may include, but are not limited to, placement of temporary stop signs, establishing a detour route, or manually controlling traffic flow by KPD resources.

The initiation of response procedures is determined by the PW Director and/or Deputy Director. When standby staff becomes aware of an actual or potential incident, they will call in crews as needed for response and repair, and make notifications to department leadership, City leadership, and OEM by email or phone as the situation dictates.

PW monitors weather conditions and maintains a mailing list of pre-identified staff to be notified via email when forecasted weather may result in damage to or disruption of transportation infrastructure.

For transportation incidents that may give advance warning, the PW Director will determine when crews and equipment are to be pre-activated for a response and will notify department leadership via phone, email, or in-person for instructions to be disseminated to staff.

For incidents requiring 24-hour operations, staff schedules may be adjusted. For incidents that are anticipated to be short-term, PW Operations Maintenance staff will transition to 12-hour shifts. For anticipated longer incidents, staff may be assigned to 8-hour shifts to reduce staff fatigue. Staffing is assigned each shift, with specific task and equipment assignments, at the discretion of PW leadership.

For periods of extended freezing or high winds that may cause damage to or block City right of ways, PW will assign a small crew with a leader to perform de-icing, flood response, and/or windstorm cleanup, as needed.

The City coordinates strategies for response and recovery with private transportation providers and partners through phone calls, emails, and/or providing partner representatives with a seat in the EOC or associated workgroup.

Mitigation Activities

- Monitor City street pavement conditions and make repairs as necessary.
- Conduct bridge inspections.
- Pursue mitigation grant funds to supplement City funds to perform seismic retrofit projects.
- Maintain an inventory of parts and tools for use in making emergency repairs to equipment and vehicles.
- Coordinate operational strategies with other City departments, WSDOT, Washington State Patrol (WSP), King County Department of Transportation Road Services Division, Sound Transit, King County Metro, and adjacent city public works departments to establish an integrated and effective transportation system.
- Maintain vehicles and equipment per recommended preventative maintenance schedules.
- Install and maintain the infrared Opticom systems on traffic signals to provide for emergency vehicle signal pre-emption.
- Build out alternate transportation pathways and methods for non-motorized resources including bicycles, pedestrians, and watercraft.
- Apply de-icing chemicals to identified priority roads to reduce ice bonding onto street surfaces.
- Maintain an inventory of equipment (signs, barricades, paint, etc.) that is readily available to be used to respond to road closures, detour route marking, or evacuation.
- Purchase equipment, vehicles, and supplies to perform incident operations.

Preparedness Activities

- Pre-stage signage for frequently closed streets in anticipation of inclement weather.
- Establish resource availability and staff schedules when an incident is anticipated.
- Annually update snow/ice/debris removal priority routes.
- Transition vehicles between summer and winter operational capability each Spring and Fall.
- Pre-determine shift schedules and staffing for extended incidents requiring a 24-hour response.
- Monitor road/transportation system status through internal, private, and public reporting capabilities.
- Educate businesses and residents on maintaining sidewalks and drains in front of their business or dwelling.

Response Activities

- Activate the Transportation Management Center (TMC) to monitor traffic patterns and facilitate traffic flow using remote traffic signal controls.
- Perform operational assessments of City-owned transportation system components.
- Coordinate the mobilization and dispatch of personnel and equipment to support transportation response efforts (plowing, tree removal, pavement repair, flooding resolution).
- Coordinate response with external agencies or jurisdictions.
- Coordinate road closures, make notification of closures to the EOC and City Communications, and determine when streets are safe to reopen.
- Manage debris clearance and removal on City streets.

Recovery Activities

- Perform assessments and consolidate a list of damaged transportation infrastructure and estimated restoration requirements.
- Restock/replace equipment as needed, and resources are available.
- Facilitate restoration of City transportation system efforts during short-term and long-term recovery efforts.
- Coordinate departments or private contractors as necessary to perform the repair and restoration of City-owned facilities and support the repair of transportation infrastructure owned by other agencies within Kirkland.
- Coordinate recovery strategies with WSDOT, Washington State Patrol, King County Department of Transportation – Road Services, and adjacent city agencies to support an integrated approach to system restoration.

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Responsibilities

Lead Agency – Public Works

- Coordinate assessment of damage to the transportation system.
- Maintain inventory and place signs, barricades, and traffic control devices, as needed, to implement detours and/or road closures to promote orderly traffic flow.
- Notify City departments, the EOC, and appropriate external stakeholders of road closures and detours.
- Remove debris from roadways and/or right of ways based on incident priorities and available resources.
- Conduct repair activities to City transportation infrastructure; oversee the contracting of repair if accomplished through outside services.
- Reopen streets when directed to do so.
- Monitor City-owned traffic cameras for traffic patterns and issues and respond to reports of damage.
- Respond to reports of roadway hazards, obstructions, and/or flooding.
- Maintain traffic signals and streetlights and respond to reported outages and/or damage.
- Maintain public sidewalks, paths, and trails in the City.
- Maintain a list of vehicles owned by the City (buses, vans, etc.).
- Clear vegetation, trees, or tree debris in the right-of-way, if the material is not within 12 feet of a power line.
- Conduct seasonal mowing in areas adjacent to the right-of-way.
- Sweep City-owned roadways.
- Respond to snow and ice incidents.

Support Agencies

Kirkland Parks & Community Services – Maintenance Division

- Conduct debris, snow, and/or ice removal at City facilities.
- Assist with debris clearing or removal in the public right-of-way.
- Provide a location for debris removal/storage if needed.

Kirkland Police Department

- Assist with assessment and reporting of transportation infrastructure failure of damage.
- Assist in implementing street closures and/or detours.
- Provide support for traffic management, including intersection flow control and attending and/or monitoring street closures, as resources allow.
- Coordinate private/public vehicle removal from priority snow removal routes.

Kirkland Fire Department

- Assist with assessment and reporting of transportation infrastructure failure of damage.
- Assist in implementing street closures and/or detours.

Public Transit Agencies

- Implement the use of alternate transportation routes.
- Remove stranded/disabled vehicles, buses and/or vans, from streets.
- Coordinate community outreach regarding transit operations.

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King County Department of Transportation (KCDOT)

- Conduct damage assessment of King County transportation infrastructure and share situational awareness or potential impacts with the City.
- Respond to reports of damage to County transportation infrastructure.

Puget Sound Energy (PSE)

- Maintain PSE-owned streetlights in the right-of-way.
- Respond to reports of power outages that may impact streetlights, traffic signals, or otherwise impact the right-of-way or traffic flow.

Washington State Department of Transportation (WSDOT)

- Manage I-405 including on and off-ramps and overpasses.
- Notify the City of street system deficiencies or needs for closure as a result of WSDOT and/or WSP activities.

Resource Requirements

Resource needs may include vehicles for moving the public and/or resources; and equipment, supplies, or operators to support incident management.

References

City of Kirkland Transportation Master Plan (2015)
City of Kirkland Snow and Ice Response Plan, updated annually
WSDOT City Streets as Part of State Highways Guidelines (2013)
RCW Chapters 35.68 through 35.73
Title 47 RCW – Public Highways and Transportation
WAC 468-18 – City/County Project Coordination

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Attachments

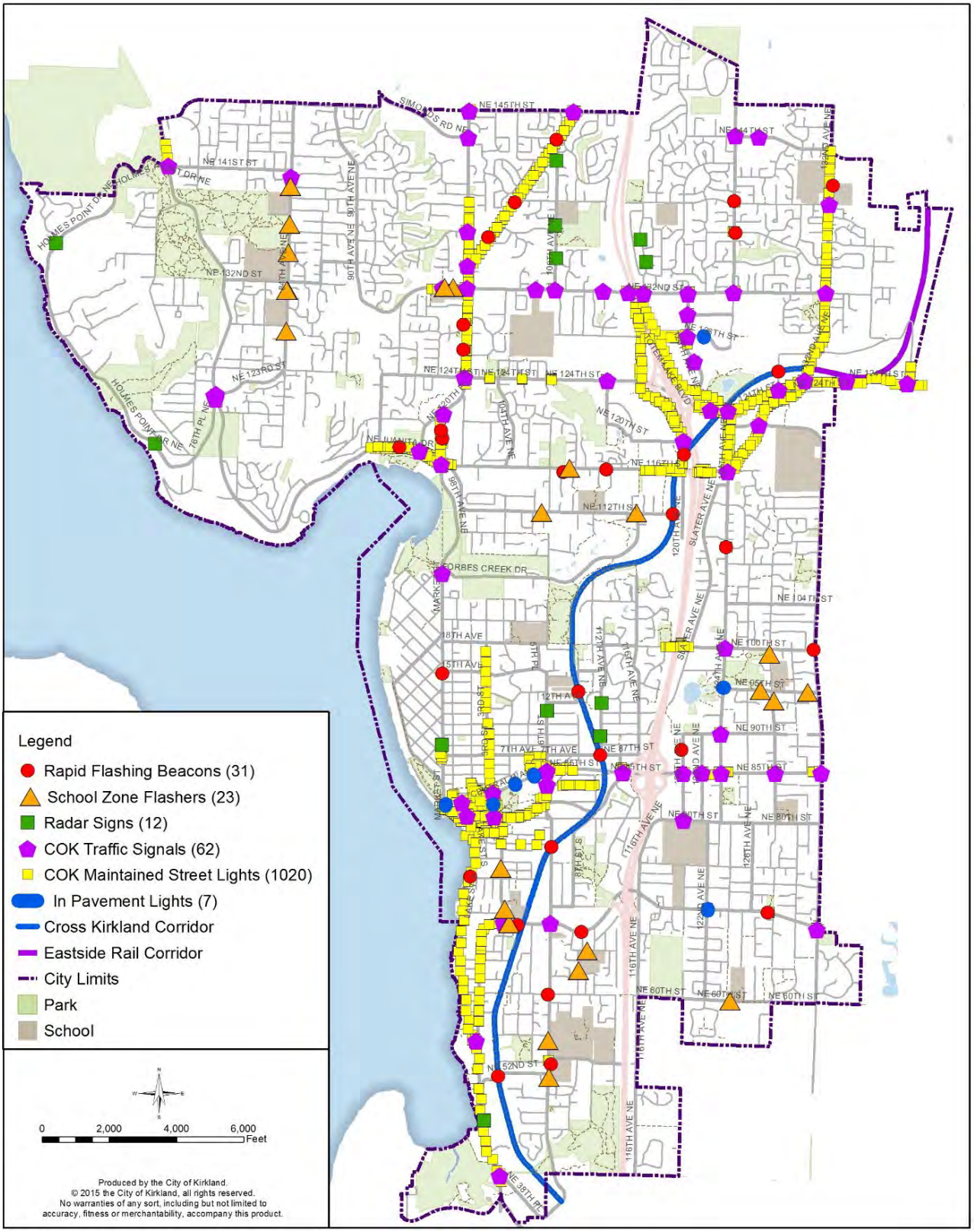

Figure 14 - Traffic Signals and Other Devices Maintained by the City of Kirkland

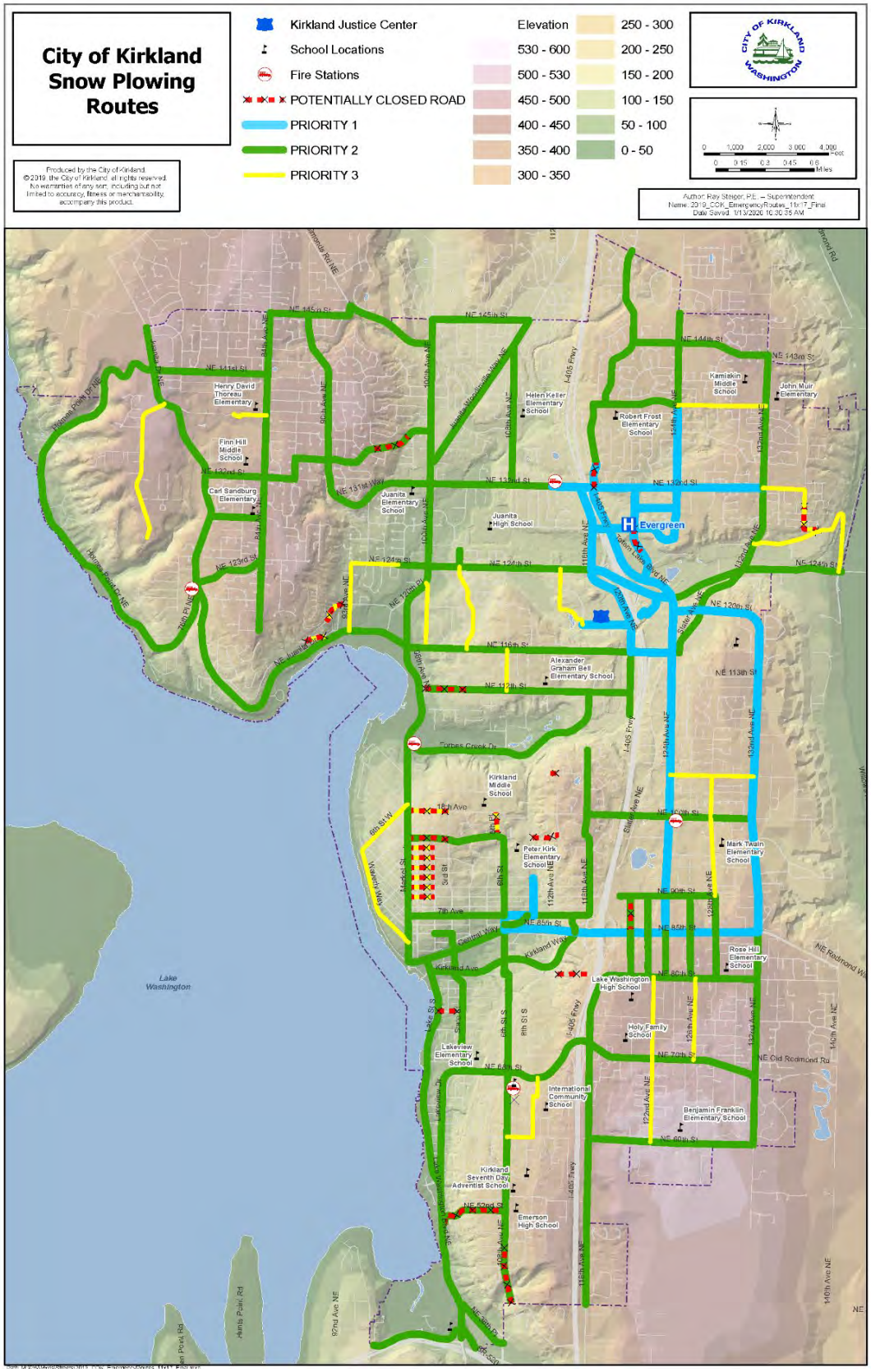

Figure 15 - Kirkland Snow Plow Prioritization Map

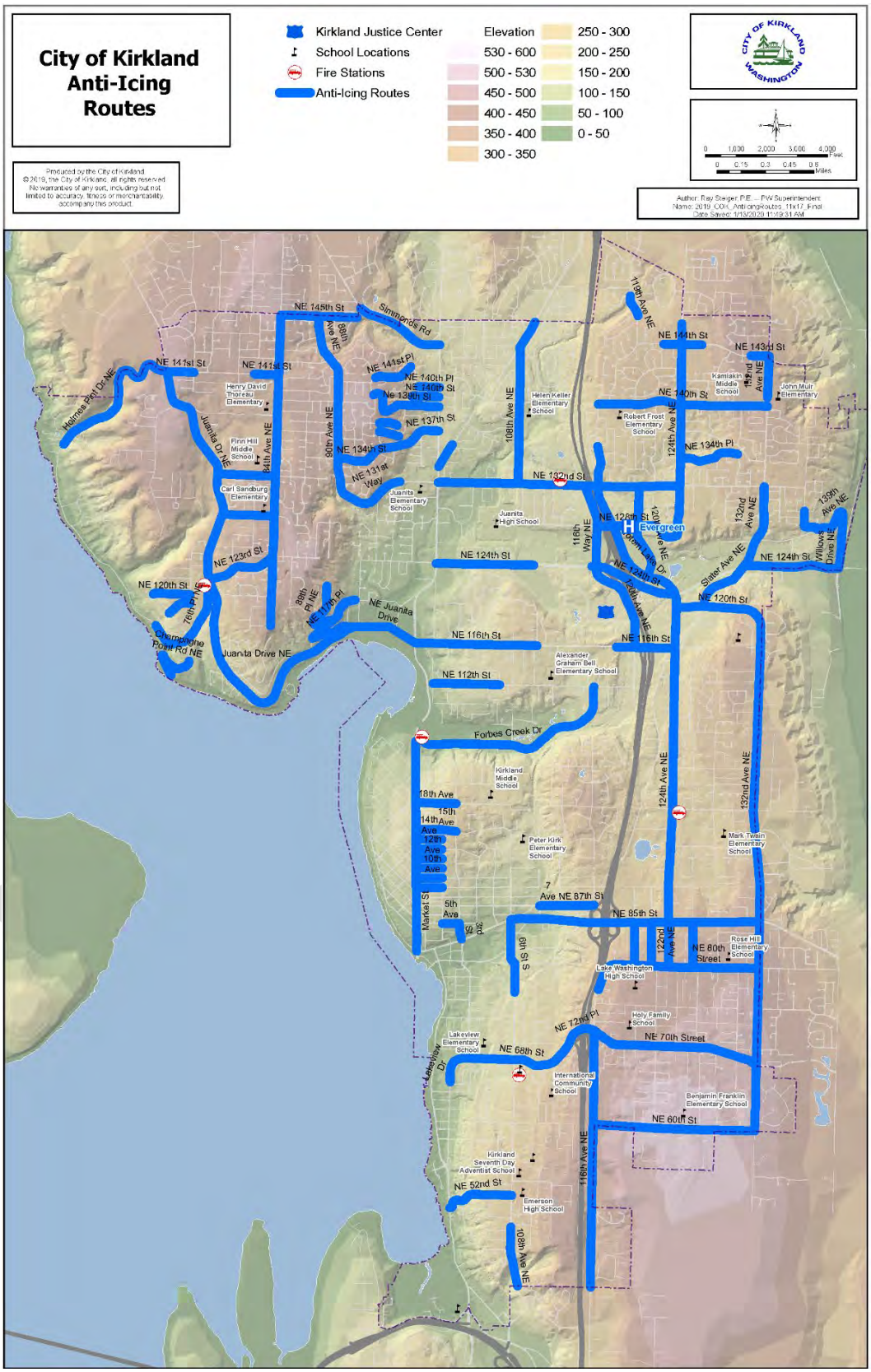

Figure 16 - Kirkland Anti-Icing Routes Map

Emergency Support Function 2: Communications, Information Systems, and Warning

Lead Agency

Kirkland Office of Emergency Management (OEM)

Support Agencies

Kirkland Information Technology (IT) Department

Kirkland City Manager's Office (CMO)

King County Office of Emergency Management (KCOEM)

North East King County Regional Public Safety Communication Agency (NORCOM)

Washington State Military Department Emergency Management Division (WAEMD)

Contracted Translation Services

Telecommunication providers

Internet providers

Washington State Fusion Center

National Weather Service

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 2 is to describe the coordination of communications, information systems, and warning particularly related to emergency messaging for the City of Kirkland incidents.

Scope

This ESF addresses communication and warning assets available to the City, including, but not limited to, voice and data links, telephone and cellular systems, 911, the National Warning System (NAWAS), the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the Integrated Public Alert & Warning System (IPAWS), National Oceanic and Atmospheric Administration (NOAA) weather radios, amateur radio, the Puget Sound Emergency Radio Network (PSERN), municipal television channels, technology notification programs, internet resources, or reader boards.

This ESF describes the City's communication infrastructure systems and operational coordination with communication service providers to establish and maintain communications and warning support in preparation for, response to, and recovery from an incident that affects Kirkland community members and/or government operations. It also addresses special considerations for communicating with segments of the population with Limited English Proficiency (LEP) and those with access or functional needs.

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Policies

City of Kirkland Administrative Policy Manual (APM) Policy 2-2, Media Relations, outlines policies for interacting and sharing information with media.

APM Policy 2-3, Electronic Reader Board Signs Content and Usage, outlines the use of reader boards to communicate with the public during incidents.

Revised Code of Washington (RCW) 38.52 directs the requirements for LEP public notices regarding public health, safety, and welfare to be provided in languages identified as the primary spoken dialect by 5% of the City's population, or by 1,000 residents, whichever is less. For Kirkland this includes Spanish.

Presidential Executive Order 13166 directs requirements for access to services for persons with LEP to access in a meaningful way.

Per RCW 13.60, the Washington State Patrol (WSP) is responsible for issuing America's Missing Broadcast Emergency Response (AMBER) alerts, Endangered Missing Persons Advisories, and Silver Alerts.

The Americans with Disabilities Act (ADA) outlines policies for effective communications with people who have vision, hearing, or speech disabilities who may use different ways to communicate.

Situation

Incident Conditions and Hazards

There are a variety of incidents that could negatively impact communication capabilities in Kirkland. These may include damage to communications infrastructure that causes communications systems to fail or operate at a reduced capacity, radio interruptions due to structural material, severe weather interference, power outages, electromagnetic disturbances to radio frequencies or power line transmissions, or general equipment failure or damage.

There are technological risks that could impact communications capabilities, such as network outages or cyber-attack.

Additionally, during or after an incident, there may be a significant increase in communications volume as people attempt to seek help, check-in with loved ones, and get information about the incident. A sudden surge in call or message volume may temporarily overwhelm service capacity and cause difficulties communicating.

Planning Assumptions

- The City will attempt to leverage as many communications and warning systems as appropriate during an incident.
- Routine day-to-day communications methods will be utilized to the extent possible.
- Communications infrastructure may be damaged or overwhelmed, resulting in reduced communications capabilities within the City, with external partners, and with community members.
- The availability of communication resources may be directly related to the size, type, impacts, and nature of an incident and the amount of funding available.

- The public will expect communications from the City about emergency instructions, available assistance, resources, and City actions to protect life, property, and the environment.
- The City may need to use multiple systems and approaches to reach the greatest amount of the public as possible.
- The nature of an incident may limit the ability to provide advance warning.
- Emergency information or warning relayed to the media is publicized at the discretion of the broadcasters.
- City Leadership will utilize the Government Emergency Telecommunications/Wireless Priority System (GETS/WPS) programs as an enhanced resource for establishing communication in an incident.
- The activation of the EAS/WEA can be requested by the City, but the City is not an EAS warning point and does not have the ability to directly issue an EAS.
- Communication systems may not have sufficient capacity to handle the traffic generated by emergency conditions.
- The City may have to rely on alternate communications systems when normal systems are overwhelmed or inadequate for the situation.
- Messaging may not reach all intended audiences.
- The City will endeavor to provide translation services, translated material, and/or access to American Sign Language (ASL) and oral interpretation support for resources and services to the extent possible. Detailed resources are outlined in the LEP Communications Resource Guide.
- Community members with LEP and those with access and functional needs may experience difficulties in receiving and understanding emergency messaging.
- ESF 2 will coordinate with Emergency Support Function 15: Public Information and Affairs as appropriate.

Concept of Operations

General

Partial or total disruption of normal communications may occur during an incident making redundant or alternate methods of communication vital to response and recovery. The existing telephone (including cellular) service, along with the City's radio systems, will provide the basis for maintaining City operational communications. External communications will be facilitated by any means available, including but not limited to, digital media, signs and reader boards, and broadcast media.

During an incident, the City will attempt to utilize regular communications processes and resources as much as possible.

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The City utilizes the following communications resources:

- Integrated Public Alert & Warning System through NORCOM the local E-911 Public Safety Answering Point (PSAP)
- VOIP telephone services
- Cellular telephone services
- Two-way radio
    - City radio network
    - Public Safety radio network
- NOAA Weather Alert Radios
    - Weather Radios are located at Kirkland City Hall, Kirkland fire stations, the Kirkland Justice Center, the Public Works Maintenance Center, the Parks & Community Services Maintenance Center, the North Kirkland Community Center, and the Peter Kirk Community Center.
- Web-based technology program for internal employee notifications and non-life-threatening message dissemination for opt-in community subscribers.
- Amateur radio communications equipment and volunteers.
- Public access television channels broadcast on Channels 21 and 75 on Comcast cable, Channels 31 and 32 on Frontier Communications cable, and an interactive City website.
- Internet resources including email, the City website, mailing and distribution lists, and digital media.
- Loudspeakers, reader boards, road signs, and a recorded message line.
- Telecommunication Relay Service (TRS) is provided through the Federal Communications Commission (FCC).
- Text Telephone (TTY) service.

The resources listed are leveraged based on the incident, accessing the most appropriate and available options to reach the intended audience as efficiently as possible. The Incident Commander, Emergency Manager, City Manager, or other delegated City leader will contact the designated agency or staff to initiate and deliver messaging via the identified resource(s). The IPAWS is FEMA's national system for local alerting that provides emergency and life-safety information to the public through mobile phones using WEA, to radio and television via the EAS, and on the NOAA Weather Radio. The EAS may be activated by a PSAP, which for Kirkland is NORCOM, the King County Sherriff's Office (KCSO) Communications Center, the WAEMD, and KCOEM.

Life-threatening situations requiring immediate public action for the protection of life justify issuing a "reverse 911" notification requested by Incident Command or OEM directly to the available PSAP, typically NORCOM for Kirkland. The PSAP will disseminate the message to the public via the appropriate system(s), which may include the EAS and/or the WEA.

City-owned emergency communications technology will be managed by the IT Department with the exception of department radio equipment, which is managed by each department or contracted service provider.

The City subscribes to the GETS/WPS, which provides priority access and specialized processing in local and long-distance telephone calls during incidents. GETS/WPS subscriber cards with

instructions are issued to key personnel. OEM manages the distribution and procurement of GETS/WPS cards for City staff.

The City utilizes a web-based technology program for internal staff notifications. Employee work phone number(s) and their email address are added into the database, with an option for employees to provide their personal contact information to receive notifications on those devices as well. A notification can be initiated by the City Manager or Deputy Manager and/or OEM staff.

The Police Department monitors reports of potential civil unrest, protests, demonstrations, or other such disruptions and shares that information with OEM and other departments/agencies as appropriate should communicate support for such incidents be needed.

Organization

Internal

Incident communication (notification, updates, requests for support) typically occurs from the bottom up, starting at the lowest operational level with priority consideration for public safety messaging followed by notification to City leadership and/or staff as the Incident Commander or Emergency Manager determines appropriate (Figure 17).

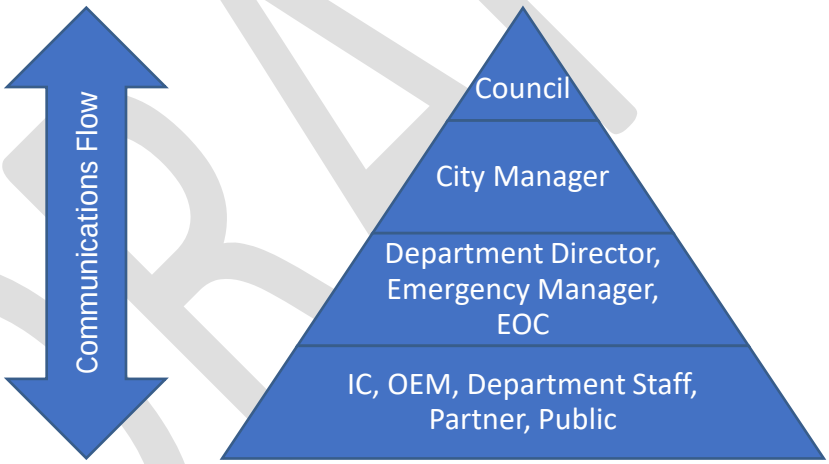

Figure 17 - Incident communications flow chart

Communications may occur from the top-down as well, particularly during planned or expected incidents requiring a significant response.

It is the practice of the City to communicate and engage as many stakeholders as appropriate and possible during incident management.

The CMO is responsible for agency messaging, which may include sharing incident information provided by the Incident Public Information Officer (PIO) or Joint Information Center (JIC).

The Incident PIO is responsible for incident messaging, which may include the sharing of agency information as provided by the CMO.

When the EOC is activated, the JIC may activate as well to support public messaging. The JIC is responsible for incident-related messaging, which may include sharing agency information provided by the CMO (Figure 18).

The goal of the Incident PIO/JIC and CMO is coordinated consistent accurate messaging related to the incident and agency actions and status. Communication and cooperation between the JIC and CMO are vital to alert and warning, public messaging, and transparency.

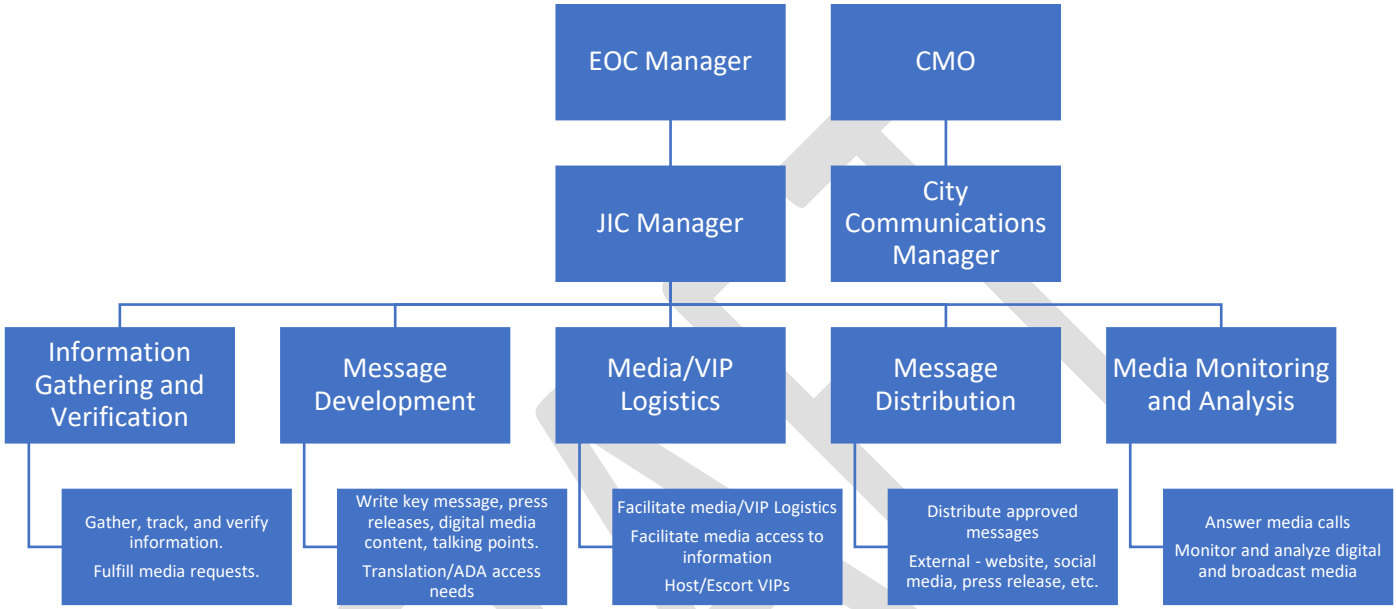

Figure 18 - JIC Organizational Chart

The IT Department is responsible for internet and telephone functionality and will liaise with communications service providers to make adjustments or repairs necessary to maintain service throughout incident operations.

The Kirkland Emergency Communication Team (KECT), a City volunteer group, may provide amateur radio support in situations deemed appropriate by the Emergency Manager. KECT volunteers will be coordinated by the OEM or EOC during incidents.

External

The City partners with several external agencies to support incident messaging. The engagement of partners occurs by the Incident Commander, Emergency Manager, or City Manager or their designee as needed.

NORCOM is a 24-hour PSAP that provides 911 telephone answering, dispatch, and communications support for Kirkland Police and Fire. The Reverse 9-1-1 community calling system, located at NORCOM, is available to notify geographically-defined groups of individuals about life-threatening situations. A Kirkland Incident Commander or Emergency Manager may request a Reverse 9-1-1 notification be sent by NORCOM or a secondary provider such as KCSO Communications Center or KCOEM.

The Washington State Emergency Management Division, the KCOEM, and other response partners send notifications and warnings of incidents to the City and may help communicate this messaging to the public.

The Washington State Fusion Center supports public safety and homeland security missions by coordinating information to detect, deter, and prevent terrorist incidents and significant criminal activity. The Fusion Center leverages the Homeland Security Information Network to share sensitive information with Kirkland Police and OEM, as needed.

Weather advisories, watches, and warnings are provided via voice, data, and radio by the National Weather Service (NWS) to OEM.

Procedures

The City leverages many sources, internal and external, for the gathering of information as well as for dissemination of information before, during, and following an incident.

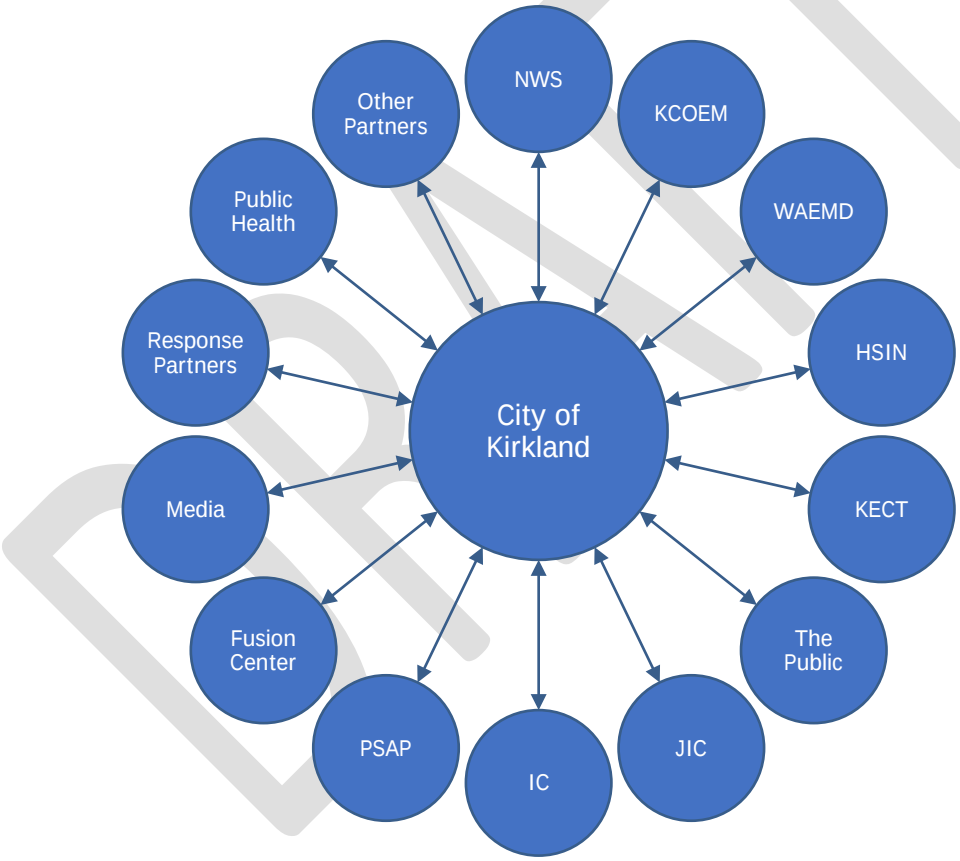

Figure 19 - City Information Sources Diagram

The City receives notification of actual or expected incidents from several sources(Figure 19). The point of notification for incidents that exceed daily operations is the OEM, either directly from partners or through a City department such as police or fire.

OEM gathers and analyzes information to disseminate to City leaders, departments, key partners, as appropriate, via email, a mass notification web-based system, voice, or face-to-face

interactions. OEM also coordinates public messaging with the CMO and/or Incident PIO as needed through these same methods. If a group discussion is necessary OEM will host or support a telephonic or video-based conference session.

OEM serves as a resource and coordination point for dissemination of public messaging through the Incident PIO, JIC, and/or CMO as available and appropriate. This may include, but is not limited to, posting to social media, requesting an EAS, updating fire station reader board messaging, or coordinating deployment of electronic road signs.

The KCOEM operates ALERT King County, a regional opt-in information and notification service for potential hazards and threats in a geographic area. The City can request an ALERT King County notification be sent to Kirkland community members who have opted into the ALERT King County system by calling the KCOEM Duty Officer.

NWS Seattle Office issues weather forecasts, alerts, and hazard outlooks through an email distribution list and their website. OEM monitors these messages and forwards the emails to City personnel and/or partner agencies when inclement weather is forecasted to impact the City. The NWS is also capable of sending civil emergency notices to NOAA Weather Radios at the request of local public safety officials. The NWS also has the capability to provide spot forecasts during incidents at the request of OEM or Incident Command via the NWS website or a call to the forecast office in Seattle.

Notification to Kirkland residents, visitors, and businesses regarding emergency information and/or instructions may be facilitated at the incident scene through the EAS, door-to-door notification by City personnel, digital media, mobile public address systems, or any other means available to the City at any time. Additionally, the IC may request OEM facilitate messaging via EAS/WEA or other tools available to the City.

OEM or an IC may request an EAS and/or WEA be issued when an immediate life safety threat is occurring and action is required to protect the public. OEM or the IC calls NORCOM to make the request and provides NORCOM with detailed information related to where the message should be targeted, what action(s) the message is to relay, and where the public can find more information about the incident. If NORCOM is unable to issue the message OEM of the IC should contact KSCO Communications Center.

The Incident PIO, on-scene or at the JIC may provide incident public information to local media and choose to publish this information on the City's website, social and digital media accounts, reader boards at fire stations, the City television channel, and other outreach methods that may be available. The Incident PIO will coordinate, in person or via technology, with the CMO Communications team to facilitate coordinated messaging when appropriate.

When an incident causes failure of routine telecommunication capabilities City leaders and key staff can access their GETS, and if enrolled WPS, resource to complete incident-related emergency communications via telephone.

The Police Department (PD) may receive threat intelligence intended for law enforcement situational awareness. The PD notifies key City staff, including but not limited to, OEM and CMO, of the situation so appropriate City actions, and if appropriate, public messaging may

occur in a coordinated manner. PD may also share some or all information received with partner agencies in the community, such as schools or healthcare, as necessary based on the threat.

When the EOC is activated OEM distributes a notification via email, phone, and/or text to, at a minimum, City leaders and additionally to EOC and City staff as appropriate to the incident and EOC support needs.

Mitigation Activities

- Manage City functions and data on the Cloud for backup and remote access.
- Explore new technologies designed to improve the reliability of communications systems.
- Provide anti-virus and anti-malware support and training to staff to protect City infrastructure.
- Conduct regular updates of City-owned communications systems including data networks, computer hardware, and software programs.
- Maintain a stock of backup hardware such as spare radios, phones, mobile devices, power cords, or charging bricks for response use.
- Subscribe to the GETS/WPS.
- Maintain Kirkland Government Television channels.

Preparedness Activities

- Conduct tests of City communications systems.
- Maintain a list of available communications equipment.
- Maintain hard copy lists of key contact information.
- Maintain Policy Group contact information.
- Train and exercise JIC Staff and Incident PIOs.
- Pre-translate identified key emergency messaging.
- Participate in regular radio check tests with the KCOEM.
- Participate in regional meetings with communications partners, including King County and the NWS.
- Conduct training and exercise for KECT volunteers and maintain amateur radio equipment at City facilities.

Response Activities

- Identify Incident PIO and Agency communications lead.
- Identify compatible communications methods and frequencies to be used by responding organizations during the incident.
- Issue emergency notifications and warnings, as appropriate. This may include notifying partner agencies, surrounding jurisdictions, the King County Office of Emergency Management, the Washington State Emergency Management Division, or other identified partners.
- Request activations of alert and warning systems managed by partner agencies, as needed.
- Develop situational awareness and establish a common operating picture of incident communications capabilities and damage, disruptions, or interruptions to those systems.
- Develop an ongoing communications plan that includes 24-hour communications capabilities, if needed.
- Coordinate communications and warning activities with communication centers.

- Activate amateur radio support if needed.
- Establish and facilitate the JIC to support and coordinate public messaging or warning.
- Coordinate and share situational awareness internally and externally.
- Provide assistance and technical support for City communications infrastructure.
- Work to overcome communication shortfalls with the use of alternative methods.

Recovery Activities

- Support assessment of communications infrastructure and plan for repair or restoration in coordination with communications providers.
- Coordinate with communications providers for repairs to communications systems.
- Restock expended communications resources and supplies.
- Consider enhancing communications capabilities and redundancy when repairing, rebuilding, or restoring City infrastructure.
- Evaluate the effectiveness of communication of life safety and other incident messaging through the After Action Report (AAR) process, including reporting technology challenges to WAEMD.

Responsibilities

Lead Agency – Kirkland Office of Emergency Management (OEM)

- Coordinate emergency communications capabilities within the City.
- Monitor local and regional situational awareness; disseminate information and warnings as appropriate.
- Manage and activate volunteer amateur radio support as needed
- Maintain operational procedures for the activation of emergency warning systems.
- Coordinate and test the readiness of EOC communication resources.
- Train City staff in the development, use, and receipt of notification systems and messaging.
- Maintain data of internal notification system and GETS/WPS programs.
- Coordinate training and exercising for employees identified to perform as an Incident PIO and/or JIC staff.
- Lead development of incident after-action reporting, including the creation of Improvement Plans related to alert and warning, and provide the report to WAEMD.
- Participate in the identification and development of technology solutions for alert and warning and incident communications with the IT Department.
- Oversee implementation of LEP requirements as described in RCW 38.52.

Support Agencies

Kirkland Information Technology (IT) Department

- Monitor status and capability of emergency communications technology.
- Facilitate the acquisition and implementation of additional communications capabilities as needed during an incident.
- Coordinate repair and restoration of communications systems.
- Coordinate distribution of surge communications equipment during an incident.
- Provide data security for City systems.
- Maintain City social media accounts, website, government television channels, and other communications structure and capability.

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Kirkland City Manager's Office (CMO)

- Develop and disseminate employee updates and messaging.
- Coordinate agency messaging with incident messaging.
- Facilitate the use of City public messaging resources.
- Monitor messaging for a consistent City "voice".

King County Office of Emergency Management (KCOEM)

- Provide incident alerts and warning to City OEM, Police, and/or Fire, as appropriate.
- Issue EAS/WEA alerts as requested.
- Issue non-emergent notifications via the opt-in ALERT King County system.
- Facilitate a County level JIC and/or Joint Information System (JIS).
- Share regional messaging as appropriate.
- Assist with filling staff resource requests for a City JIC.

Washington State Military Emergency Management Division (WAEMD)

- Provide incident alerts and warning to City OEM, Police, and/or Fire, as appropriate.
- Issue EAS/WEA alerts as requested.
- Facilitate at State level JIC and/or JIS.
- Assist with filling staff resource requests for a City JIC.

North East King County Regional Public Safety Communication Agency (NORCOM)

- Manage the 911 system and emergency dispatch for Kirkland.
  Issue emergency notifications and warnings via the EAS/WEA, reverse 911 programs as requested.

Contracted Translation Services

- Provide translation services for incident and agency messaging as requested and able.

Internet Providers

- *Monitor their own systems and provide operational status updates and restoration timelines as available.*
- *Maintain continuity plans and resources to facilitate service delivery during incidents.*

Telecommunication Providers

- Monitor their own telecommunications systems and provide operational status updates and restoration timelines as able.
- Maintain continuity plans and resources to facilitate service delivery during incidents.

Washington State Fusion Center

- Provide information regarding terrorist or criminal activity relevant to Kirkland to OEM and Police through the Homeland Security Information Network (HSIN), email, or phone.
- Maintain situational awareness of threats in or to Washington State.

National Weather Service

- Disseminate situational awareness regarding weather and potential weather hazards.
- Issue weather advisories, alerts, and warnings to impacted areas.
- Provide spot-forecasts during incidents, as requested and able.
- Share life-safety information via the NOAA weather radio system.

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Resource Requirements

Resource needs may include IT staff trained in support of incident management systems and tools; redundant technology systems; and power generation to support incident management.

References

City of Kirkland LEP Communication Resource Guide
City of Kirkland Social Media Administrative Policy
City of Kirkland Press Release Template
Kirkland EOC PIO Position Support Checklist
Kirkland pre-scripted message templates
KECT Administrative Guide
RCW 38.52
RCW Chapter 13.60 – Missing Children Clearinghouse.
Americans With Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990)

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Emergency Support Function 3: Public Works and Engineering

Lead Agency

Kirkland Public Works Department (PW)

Support Agencies

Kirkland Parks and Community Services Department (PCS)

Kirkland Planning and Building Department

Kirkland Police Department (PD)

Cascade Water Alliance (CWA)

Seattle Public Utilities (SPU)

Northshore Utility District (NUD)

Woodinville Water District

Waste Management (WM)

King County Department of Natural Resources and Parks (DNRP)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 3 is to describe the coordination of City-maintained infrastructure including water, wastewater, and surface water systems, and solid waste/debris disposal and non-City owned public utilities during incidents, and to address technical advice and evaluations, engineering services, construction management and inspection, emergency repair, and debris management.

Scope

This ESF addresses maintenance and/or restoration of the City's water, wastewater, and surface water infrastructure, debris management, construction, and engineering services, and private utility services during an incident.

Policies

The Kirkland Capital Improvement Program (CIP) plan outlines major City construction and engineering projects and guides funding.

Kirkland Municipal Code (KMC) 3.16 City Manager – Administrative Departments Public Works is responsible for the construction, maintenance, and safe operation of various infrastructure such as water distribution, wastewater collection and transmission, surface water systems, and transportation infrastructure (streets, signals, sidewalks).

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KMC 15.16 – General Rules and Conditions of Service grants authority to develop and enforce water shortage measures.

KMC 15.52-Surface Water Management prohibits pollution in the city storm drain system and/or surface and ground waters. This is enforced by the Kirkland Municipal Code: Code Enforcement, Special Provisions related to enforcement of Chapter 15.52 (Surface Water Management) (KMC 1.12.200).

Revised Code of Washington (RCW) Title 80 – Public Utilities outlines regulations for utility providers and services and regulates emergency operations and priorities for private utilities.

Washington Administrative Code (WAC) Title 480 – Utilities and Transportation Commission establishes that emergency demand reduction measures for private utilities are regulated by the Washington Utilities and Transportation Commission (WUTC).

America's Water Infrastructure Act (AWIA) of 2020 requires water utility providers to establish a utility emergency response plan and conduct a risk and resilience assessment every 5 years.

Per the National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit, the City of Kirkland is required to implement an Illicit Discharge Detection and Elimination (IDDE) program to prevent contamination of surface water and groundwater. Surface Water Engineering Spill-IDDE Response Guidance Manual and Maintenance Spill-IDDE Response Guidance Document provide guidance to staff related to spills.

The Safe Drinking Water Act (SDWA) regulates standards for drinking water to protect against both naturally-occurring and man-made contaminants.

Situation

Incident Conditions and Hazards

The City is dependent on outside providers for a variety of services and may not be able to fully restore services until these providers are able to respond and restore their infrastructure.

The City's water infrastructure is primarily constructed from rigid, non-flexible pipes that may be susceptible to breaking during an earthquake or other land movement.

Disruption or damage from hazards may create a variety of debris including, but not limited to, trees and other vegetative organic matter, building and construction material, hazardous materials, appliances, personal property, mud, and sediment. The City contracts debris removal for garbage and recycling through a vendor, and so is reliant on a third-party entity that may not be able to respond during an incident.

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Planning Assumptions

- Disruption or damage to one utility system may cause disruption or damage to another utility system due to their interrelated nature and dependency.
- Equipment or facilities owned by the City such as pumps, lift stations, and vehicles may be damaged and be unavailable or non-functional during an incident.
- City-based private utility assets may have a lower restoration and repair priority than regional assets.
- Emergency response and recovery activities that rely on the use of infrastructure will likely be impacted and may be delayed without them. Residents with health vulnerabilities may face a greater impact from the loss of utility system service than others (i.e. individuals who depend on home dialysis).
- The City is dependent on service providers for critical resources.
- Potable water is a critical resource for response and recovery.
- A disruption or damage to the utility system has the potential to cause significant environmental damage.
- The City does not control all of the utility services delivered to our community.
- Individuals with access and functional needs are likely to be more dependent on utility systems than others.
- Debris clearance and emergency road repairs will be given priority to support immediate lifesaving emergency response activities in accordance with the debris management plan.

Concept of Operations

General

The Public Works Department maintains on-call standby staff who are the primary point of contact for after-hours for ESF 3 related incident response. Standby staff utilize the PW Standby Manual to assess situations and activate additional support or response, as needed.

The Standby Manual contains detailed procedures for responding to a variety of potential incidents, including issues with water, wastewater, surface water, and sewage infrastructure, as well as call-out and communication procedures.

The City maintains utility services including but not limited to supply and storage of potable water, collection and transmission of wastewater, collection, transmission, and release of surface water, and removal of solid waste/recycled material. Through franchise agreements, utility comprehensive plans, and joint use agreements, staff coordinate operations and response with adjacent utilities including the Northshore Utility District, Woodinville Water District, and the Cities of Bellevue and Redmond.

In the event of a water shortage, emergency water demand reduction measures are addressed in detail in the City of Kirkland Comprehensive Water System Plan; specifically, the Water System Contingency Plan of Kirkland's Cascade Water Alliance Contract (CWA).

The City's Capital Improvement Program (CIP) is a 6-year funding plan that addresses construction, repair, maintenance, and acquisition of major capital facilities and equipment. The CIP helps guide mitigation activities and maintain service levels.

The City uses a supervisory control and data acquisition (SCADA) system to monitor City water systems. The SCADA system is monitored during work hours by the Water and Wastewater Divisions and during off-hours by standby staff. SCADA alerts staff through a speaker system at the Public Works Maintenance Center and via phone call to the standby telemetry phone for after-hours alerts.

Organization

The Public Works Department is the lead agency for the coordination of public works and engineering. This includes but is not limited to providing technical assistance, monitoring and operation of utility systems, engineering, permitting, and construction management resources, and utility equipment oversight. Under the direction of the Public Works Director, management staff provide resource coordination and dispatch field crews according to incident priorities (Figure 20).

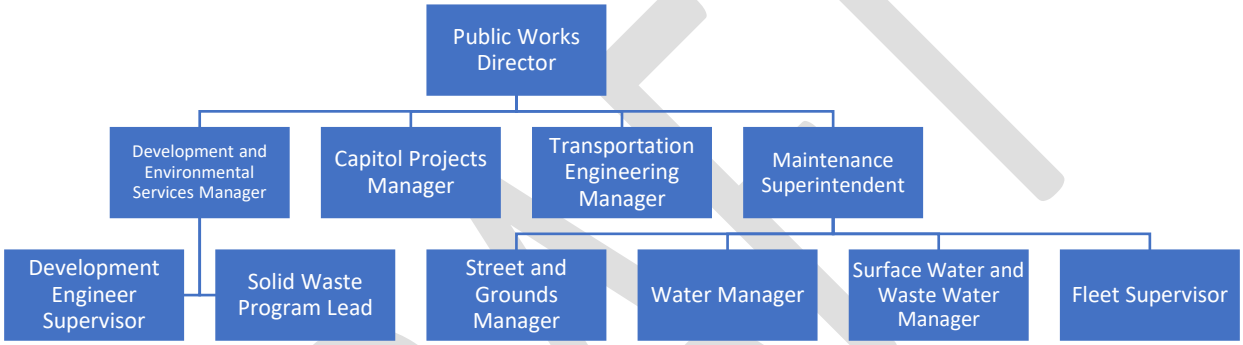

Figure 20 - Kirkland Public Works Department Leadership Organizational Chart

The Development and Environmental Services Division oversees transportation and utility infrastructure projects initiated by private development and franchise utilities, administers the solid waste disposal and recycling program contract with Waste Management, and provides surface water engineering and program administration. Engineering services of the City's water, sewer, storm drainage, and transportation infrastructure are overseen by the Development Engineering Group.

The Capital Projects Division oversees the development and construction of infrastructure projects for City water, wastewater, and surface water utilities, and transportation projects.

The Transportation Engineering Division plans and operates the City's multi-modal transportation system, including managing the City's sign and signal maintenance. This Division also coordinates with regional partners for transportation planning.

The Street and Grounds division oversees and maintains City roadways, sidewalks, paths, trails, street cleaning, snow and ice response, streetlights and signals, and other transportation-related infrastructure as described in Emergency Support Function 1: Transportation.

The Water Division operates and maintains the City's water infrastructure and coordinates the purchase of drinking water from Seattle Public Utilities (SPU) through CWA. Seattle Public Utilities performs sampling and treatment for Kirkland's drinking water.

The Storm and Surface Water Division oversees the operation of and conducts maintenance for the City's surface water and stormwater systems following the Kirkland Surface Water Master Plan. This division also houses the City's Spill Response Team as described in Emergency Support Function 10: Hazardous Materials.

Fleet Management provides for City vehicle maintenance, purchasing, and the City petroleum program as described in Emergency Support Function 12: Energy and Utilities.

Public Works coordinates with King County Department of Natural Resources – Wastewater Division, Seattle Water Department, and adjacent local agencies to apprise and be apprised of issues impacting the local system (i.e. loss of supply, reduction of pressure) where regional and local facility operations impact one another.

During drinking water quality or quantity emergencies, Public Health – Seattle & King County (PHSKC) conducts testing and assessment which will help guide City response actions.

Procedures

The City may be notified of a disruption to public works infrastructure by the public, another City Department, Northeast King County Regional Public Safety Communication Agency (NORCOM), neighboring jurisdictions or service providers, or through routine monitoring. External notifications may be received via phone or email.

Kirkland subscribes to a forecast service provided by Weathernet, with two weather stations connected to the City. The stations are located on Big Finn Hill and near EvergreenHealth Kirkland hospital campus, and alert management and key staff, via email, when temperatures drop below 34°F. City Departments with response roles use this information to pre-activate crews and equipment, as needed per the Snow and Ice Response Plan.

Public Works maintains an email distribution list for internal notifications for water main issues. City leadership and OEM may be notified directly via phone or email if additional support is needed. If scene support from the Fire, Police is needed, the Public Works Standby Manager will contact NORCOM for dispatch. If scene support from PCS is needed, Public Works Standby Manager will call them directly.

When standby staff become aware of an actual or potential incident, they will call in crews as needed for response and repair, and make notifications to department leadership, City leadership, and OEM by email or phone as the situation dictates.

As the City's main water provider, SPU conducts most of the water monitoring and sampling according to the Safe Drinking Water Act (SDWA). The results of these tests are sent to the City on a weekly basis via email, or more often if an issue or contaminant is detected. The City conducts daily chlorine residual tests, the results of which are reported to the Washington State Department of Health (DOH) via email on a monthly basis. Kirkland PW staff conducts a number of water quality tests in coordination with SPU, sending samples to SPU labs for testing; this includes lead and copper sampling performed every 3 years and quarterly disinfectant byproduct sampling.

Public Works may issue a boil water notice in coordination with PHSKC. PW staff will notify City leadership, the City Communications Manager or designee, and OEM as soon as possible if a boil water notice must be issued in Kirkland.

Based on the types and distribution of incident debris, several collection methods may be available. The City may provide additional solid waste collection service, or allow residents to put out extra containers to collect debris, residents may be asked to bring incident debris to a neighborhood collection site where it can be transferred to a drop box and brought to an appropriate debris management site or final disposal site, or the City may arrange for curbside pickup of debris. Additional details are outlined in the Kirkland Debris Management Plan.

Non-City Utilities

City staff coordinate strategies and actions for response and recovery with private utility providers through phone calls, emails, and/or in person.

Mitigation Activities

- Conduct ongoing maintenance on City-owned utilities.
- Inspect surface water facilities every five years as required by the City's NPDES permit
- Provides general water pollution prevention awareness through a variety of media including but not limited to utility bill inserts, direct mail, direct outreach, social media, best management cards, and fliers.
- Provide technical assistance to businesses for managing potential sources of stormwater pollutants on their property.
- Maintain a "Keeping Stormwater Clean" webpage to educate community members on information and activities to prevent pollution in City stormwater.
- Conduct fire hydrant and water valve exercising programs (respectively) every other year.
- Pursue grant funds to supplement City funds to perform seismic retrofit projects.
- Maintain an inventory of vehicles, parts, and other resources for use in making emergency repairs to PW infrastructure.
- Establish and maintain contracts and vendor lists for use of private-sector resources to augment City-owned resources.
- Maintain a City-wide supervisory control and data acquisition (SCADA) system to monitor utility features and activities such as pump rates, intrusions, electrical system failures, or flooding.
- Contract for regular garbage and recycling services through Waste Management.
- Complete CIP projects that focus on mitigation of public works infrastructure.
- Coordinate operational strategies with adjacent city public works departments to support integrated and effective utility systems.
- Integrate hazard mitigation strategies, such as seismic design, alarms, fencing & security, into the development of policy, design, construction, and sustainment of City assets.
- Conduct inspection of private stormwater systems at least every other year.
- Maintain, test, and fuel generators at City pump and lift stations.
- Maintain AWIA plan.
- Leverage mitigation funding opportunities to harden utility systems.

Preparedness Activities

- Establish and publish annual standby staff contacts for Public Works operations and water/sewer telemetry.
- Establish and publish Public Works staff rosters for emergency call back annually.
- Educate community members on managing drainage on their own property to mitigate flooding risk.
- Provide public education on household waste reduction and recycling options.
- Verify and top off generator fuel levels when known weather hazards are forecasted.

Response Activities

- Perform permitting and/or engineering or inspection and damage assessment activities of bridges, roadways, City utility systems, hillsides, and water drainage infrastructure.
- Respond to reports of urban flooding.
- Clear debris from roadways, storm drains, and other City infrastructure.
- Coordinate response with private utility partners.
- Coordinate sandbag availability and distribution for community members to mitigate urban flooding on private property.
- Monitor water pressure and advise the Fire Department of issues or concerns.

Recovery Activities

- Consolidate a list of damaged City-owned utility infrastructure including photos, estimated restoration requirements, and timelines.
- Coordinate the restoration and/or repair of City-owned utility systems and private utility systems.

Responsibilities

Lead Agency – Kirkland Public Works

- Coordinate operation, assessment, and repair of City-owned utility systems.
- Provide training to standby staff.
- Perform damage assessment of City-owned utility facilities and coordinate emergency demolition, stabilization, repair, and/or restoration, as needed.
- Maintain a 24/7 on-call Standby Manager available to respond to incidents and coordinate additional PW support, as needed.
- Facilitate debris management planning and operations.
- Respond to and resolve City-owned utility disruptions.
- Coordinate with private and non-City public utility owners for response and restoration.
- Manage development and construction of infrastructure projects for the City's water, wastewater, and surface water utilities, park capital construction, transportation projects, and major facilities.
- Oversee utility infrastructure projects initiated by private development and franchise utilities.
- Administer the solid waste disposal and recycle program contract.
- Monitor and report water system disruptions.

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Support Agencies

Kirkland Parks & Community Services

- Provide assistance in clearing and storing debris.
- Support flood mitigation and response.

Kirkland Police Department (PD)

- Notify Public Works of observed infrastructure failures or damage including but not limited to water main breaks, urban flooding, fallen streetlights, or land movement.
- Provide assistance in implementing road closures and detours.
- Support access and/or escorts for private utility companies during heavy traffic or into secure areas, as resources allow.

Cascade Water Alliance (CWA)

- Maintain operations of and make repairs to water system infrastructure.
- Notify Public Works of utility system disruptions or failures affecting the City's service area.

Seattle Public Utilities (SPU)

- Coordinate water quality testing in accordance with the SDWA and share results with the City.
- Maintain operations of and make repairs to water system infrastructure.
- Notify Public Works of utility system disruptions or failures affecting the City's service area.

Northshore Utility District (NUD)

- Maintain operations of and make repairs to water system infrastructure.
- Notify Public Works of utility system disruptions or failures affecting the City's service area.

Woodinville Water District

- Maintain operations of and make repairs to water system infrastructure.
- Notify Public Works of utility system disruptions or failures affecting the City's service area.

Waste Management (WM)

- Provide trash, recycling, and compost services for the City of Kirkland
- Assist with debris management, removal, storage, and disposal.

King County Department of Natural Resources and Parks (DNRP)

- Maintain operations of and make repairs to wastewater system infrastructure.
- Notify Public Works of utility system disruptions or failures affecting the City's service area.

Resource Requirements

Resource needs may include public works professionals, equipment, and supplies to support incident management.

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References

Kirkland Public Works Standby Manual
Kirkland Comprehensive Water System Plan (2015)
Kirkland Surface Water Master Plan (2014)
Kirkland Disaster Debris Management Response Plan (2011)
Kirkland's 2021-2026 Capital Improvement Program
Kirkland National Pollutant Discharge Elimination System (NPDES) Stormwater Management Program Plan
America's Water Infrastructure Act: Kirkland Risk and Resilience Assessment 2020
America's Water Infrastructure Act: Kirkland Response Plan 2021
America's Water Infrastructure Act of 2020 (AWIA)
Public Law 93-523 Safe Drinking Water Act (SDWA)

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Emergency Support Function 4: Fire Protection

Lead Agency

Kirkland Fire Department

Support Agencies

Kirkland Office of Emergency Management (OEM)

Kirkland Public Works Department (PW)

Kirkland Police Department (PD)

North East King County Regional Public Safety Communication Agency (NORCOM)

King County Fire Departments

Northshore Utility District (NUD)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 4 Fire Protection is to describe the coordination of fire protection resources within the City of Kirkland.

Scope

This ESF addresses the coordination of fire protection operations, including but not limited to fire suppression, Fire Prevention Bureau inspections and investigations, and specialized rescue situations. Specific aspects of this ESF may be leveraged at any time; however, this document is not intended to be used for daily fire operations, but rather for National Incident Management System (NIMS) Type 1-4 incidents when local resources may be overwhelmed. While ESF 4 focuses on fire suppression-related topics, there are several other fire services that may be covered briefly here and in more detail in other ESFs, including hazardous materials response and emergency medical services.

Policies

The Kirkland Fire Department Policy Manual outlines guidance for department response and procedures.

Kirkland Municipal Code (KMC) 3.16.037 legally establishes the Kirkland Fire Department as a city department.

Kirkland Ordinance O-4752 adopts the International Fire Code (IFC) as part of the Kirkland Fire Code.

Revised Code of Washington (RCW) 43.43.962 Washington State Fire Services Resources Mobilization Plan may be implemented when additional resources are necessary. The process and procedures established in State and Federal mobilization guides will be followed in requesting assistance.

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Washington Administrative Code (WAC) 296-305 – Safety Standards for Firefighters outlines safety requirements for technical rescue operations.

Situation

Incident Conditions and Hazards

Firefighting operations are often complex and routinely involve staff support and coordination with partner agencies. During a wide area Type 1-4 incident, there will likely be an increased demand for resources and logistical support overwhelming local capability and limiting mutual aid or partner organization support.

Occupancies posing a significant risk to the life safety of occupants and responders include but are not limited to public and private schools, healthcare providers including Evergreen Health Medical Center Campus, dense office buildings, and multi-family residential dwellings.

The City also has characteristics that may require a unique fire service response. The presence of Lake Washington and several smaller ponds and lakes may present a threat to life-safety if recreational boaters, swimmers, or other users are unable to navigate the waterways safely, which may necessitate the need for water rescue. The City also has parks and hiking trails which may necessitate green space search and rescue techniques to locate missing or injured persons. Ongoing construction within the City may also present a threat of structural collapse or damage that may necessitate technical rescue capabilities.

In addition, fire may be used as a weapon by violent extremists to damage buildings or infrastructure, or to cause confusion and/or direct harm to community members.

Although Kirkland has limited commercial manufacturing businesses, the risk of explosion or a hazardous material incident exists in the City, at locations such as vehicle repair and maintenance shops, manufacturing facilities, or gas stations.

There are numerous fuel stations within City limits, that due to the concentration of fuel, may present a fire or explosion hazard. In addition to commercial gas stations, Overlake Oil maintains an oil wholesale site in the Norkirk Neighborhood. The City owns and operates two refueling sites for City vehicle use. There are also marine refueling sites along the shores of Lake Washington.

The Olympic Pipeline crosses a small portion of the Kingsgate Neighborhood near Kamiakin Middle School and John Muir Elementary School and may present a significant fire, explosion, or hazardous materials risk if damaged or disrupted.

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Planning Assumptions

- Fire protection activities include an element of risk, the City will take a measured approach to acceptable risk when conducting incident activities as there is no way to remove all risk from first response actions.
- There will be a lack of shared resources from other King County Fire Departments.
- The City may experience a shortage of qualified response personnel, including assistance through mutual aid agreements.
- Operations may be restricted or altered based on the availability of qualified fire personnel, water supply, response apparatus, support agencies, and/or risk to the community.
- Fires may occur as cascading effects from other hazards within an incident.
- Routine calls for service may not be prioritized during an incident and prioritization of calls for service may change throughout an incident.
- NORCOM will provide dispatch and incident radio communications support.
- Automatic aid will not occur in large-scale incidents or regional disasters.

Concept of Operations

General

The Fire Department is the lead agency for fire protection as well as technical and heavy rescue activities within the City of Kirkland. The department works in coordination with other City departments and outside agencies. The City operates 5 fire stations within City limits as of 2020, with an additional station scheduled to be completed by late 2021 (Figure 21).

The Fire Chief or their designee shall provide direction and control over department resources. Department personnel shall operate according to specific directives, department standard operating procedures (SOPs) and by exercising reasonable personal judgment when unusual or unanticipated situations occur, and command and policy guidance is not available.

Per the King County Fire Resource Plan, the Kirkland Fire Department will exhaust its own capabilities, and those identified by the King County Fire Chief's automatic aid agreement prior to seeking assistance through the Washington State Fire Services Resources Mobilization Plan.

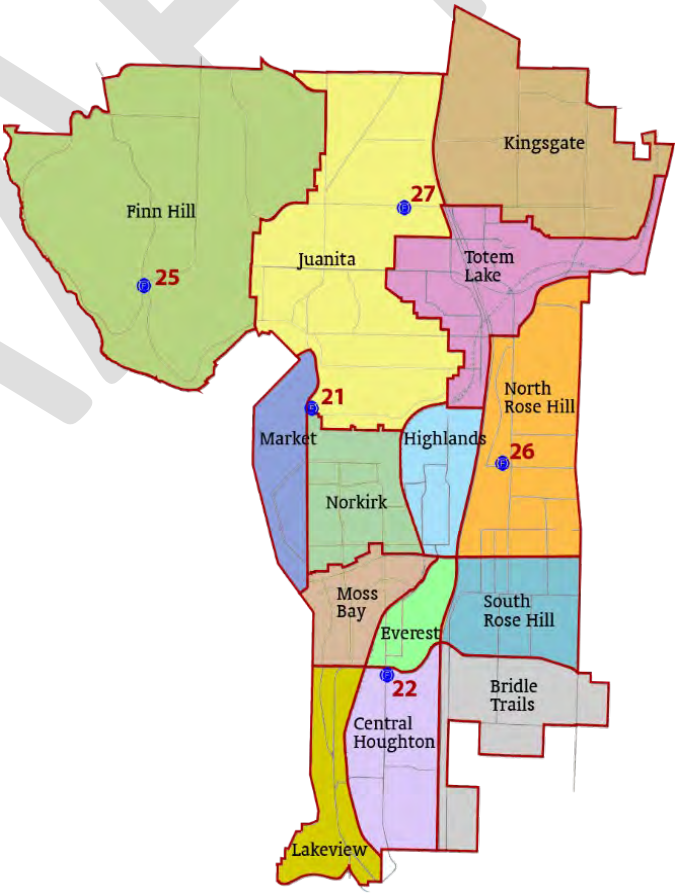

Figure 21 - Map of Kirkland Fire Stations with Kirkland neighborhood boundaries as of 2020.

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King County is divided into three (3) Fire Zones. Kirkland is located within Fire Zone 1. The King County Fire Resources Plan (separately published document) provides for the coordination of countywide fire resources during localized emergencies. The Washington State Fire Services Resource Mobilization Plan provides for the coordination of statewide and interstate fire resources during localized emergencies.

Standard operating procedures will be implemented whenever possible, however, when the needs of the incident dictate responders may need to develop creative or alternate methods of service delivery.

If the Fire Department's response capabilities are overwhelmed, the on duty Battalion Chief (BC) may request a Resource Emergency with NORCOM. Resource Emergency allows the City to manually dispatch non-emergency calls to manage available resources and focus on priority calls.

OEM will support fire operations as requested by the BC or other Chief, which may include activating the EOC, supporting logistics, planning, or situational awareness, and/or making contacts to City, partner, or regional agencies. If the City moves to Resource Emergency, the EOC will activate to support response efforts. Field operations will share situation and damage assessment information with the EOC through the Operations Section

If an incident occurs that leverages fire as a weapon to intentionally cause harm, a joint command and response will be established between fire and police agencies.

Organization

Fire and rescue services are provided from fire stations strategically located throughout the fire department's service area (Figure 22).

Overall supervision of fire resources is provided by the on-duty BC or Acting BC unless relieved by a higher-ranking Chief Officer.

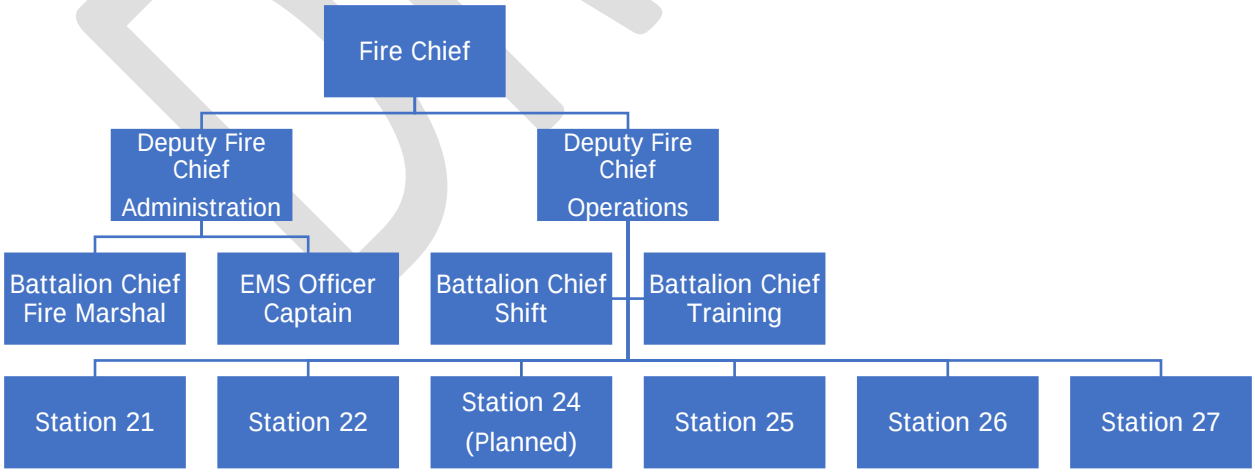

Figure 22 - Kirkland Fire Department Operations Leadership Organizational Chart as of March 2020.

Command posts may be established for the management of field operations. Unified Command with a single command post will be the method of field operations when appropriate.

NOROCM provides support to fire protection through answering 911 calls and dispatching units, by performing incident documentation, managing radio communication frequencies, and making notifications to support partners.

Fire Prevention and Training Division personnel maintain their operational status as fire responders and may be temporarily reassigned in support of incident operations.

The OEM is a Division of the Fire Department and provides daily and incident support to fire personnel as requested. OEM will activate the EOC in support of incident management as appropriate.

The Police Department investigates any potential criminal element or act involved with fire response. In such circumstances, Police and Fire will establish a Unified Command.

Procedures

Communications for firefighting operations will occur via public safety radio capability and/or face-to-face interactions. If public safety radio communications are not functional, alternate methods of communication such as cell phones, HAM radio, and/or message runners may be leveraged.

NORCOM answers 911 calls and dispatches units following NORCOM Operational Policy. In addition, NORCOM provides incident support through incident documentation, calling utility partners when assistance is needed, notifying fire resources for on-scene assistance or move-ups for area coverage, and maintaining a timeline of each dispatched response through the Computer Aided Dispatch (CAD) system.

To mobilize off-duty personnel, the on-duty BC will use the paging system to contact staff.

During localized emergencies expanding beyond the City limits of Kirkland but within Zone 1, fire resources will be requested via NORCOM. When resources in Zone 1 are exhausted or unavailable, the Zone 1 Fire Coordinator facilitates zone-wide allocation of fire and rescue resources.

The King County Fire Service Coordinator shall coordinate the distribution of fire and rescue resources in incidents involving areas greater than a single fire zone. Coordination for Zone 1 activities shall be through the King County Zone 1 Coordinator and ESF 4 desk at the King County ECC if activated.

When resource emergency is necessary to manage call volume, the on-duty BC will contact NORCOM via radio and/or phone and request an adjustment to operational status. NORCOM will follow Standard Operating Procedures for Resource Emergency and make appropriate notifications. The on-duty BC will also contact the Emergency Manager (EM) by phone or request that NORCOM page the EM to activate the EOC. If there is any indication of criminal activity related to the cause or source of a fire, police will be notified by NORCOM and appropriate investigative personal will report to the scene. Through Unified Command and following standard procedures, police and fire will work together to manage, investigate, and resolve the incident.

Mitigation Activities

- Fire Department staff conduct fire and life safety inspections business and residential structures, per Ordinance O-4752, using Streamline software.
- Partner with City Planning and Building services to review plans prior to issuance of construction/building permits.
- Maintain basic fire protection supplies and reserve apparatus for use to manage surge demands during an incident.
- Maintain contact list, including phone numbers and residence address, of responders.
- Maintain automatic aid, mutual aid, and Washington State Fire Mobilization agreements with jurisdictions for support when City fire or rescue assets become overwhelmed.

Preparedness Activities

- Conduct drills and exercises to test equipment and refine fire protection standard operating procedures.
- Support community fire protection education efforts through station tours, public engagement and outreach, and participation in community safety activities.
- Participate in school and business fire drills, as resources allow.

Response Activities

- Establish communication with and gather situational status from fire stations, departments, and partner agencies that support ESF 4.
- Conduct fire suppression, rescue, and life safety activities within the City.
- Prioritize fire responses within the City.
- Monitor and facilitate fire personnel accountability and safety.
- Conduct investigations of fire scenes, in partnership with law enforcement when appropriate.
- Coordinate with supporting agencies.
- Provide death and injury reports to the Emergency Operations Center (EOC).

Recovery Activities

- Coordinate restock, replacement, or restoration of fire department facilities, apparatus, and equipment to at least pre-incident conditions.
- Assist with damage assessment of City facilities, and community assets as identified, able, and requested.
- Support investigation and prosecution of criminal activity related to fire scenes.

Responsibilities

Lead Agency – Kirkland Fire Department

- Provide fire protection and rescue operations.
- Detect and suppress urban and wildland fires.
- Coordinate and/or provide urban search and rescue and technical rescue services.
- Implement the King County Fire Resources Plan and the Washington State Fire Services Resource Mobilization Plan.
- Maintain departmental standard operating procedures (SOPs).
- Maintain fire protection supplies and equipment.
- Investigate fires of suspicious origin.

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- Conduct new-construction plan review and inspection for compliance with the International Fire and Building Codes, applicable local codes, ordinances, standards, and regulations.
- Inspect existing buildings and operational permits.
- Issue operational permits to types of use, storage, or activities that have extra potential to create risk in the community.
- Manage annual occupancy fire and life safety inspections.
- Provide fire protection assessment for mass care and/or temporary City operations facilities.

Support Agencies

Kirkland Office of Emergency Management (OEM)

- Provide logistical, planning, and/or situational awareness assistance to fire operations.
- Activate and manage the EOC in support of fire operations and/or resource emergency
- Make notifications to City, partner, and/or regional agencies affected or supporting fire operations as appropriate.

Kirkland Public Works Department (PW)

- Coordinate water supply and components of the water distribution system for firefighting purposes.
- Provide logistical assistance for urban or technical rescue operations as requested and able.

Kirkland Police Department (PD)

- Support incident scene safety, traffic control, and evacuation efforts as appropriate and able.
- Jointly investigate fires of suspicious origin or criminal in nature with Fire Prevention staff.

Northeast King County Regional Public Safety Communication Agency (NORCOM)

- Take 911 calls from the public where fire or emergency medical services may be needed.
- Dispatch fire resources to calls for service.
- Manage move-ups of apparatus from local fire departments to provide backfill coverage during a significant incident.

King County Fire Departments

- Support regional Memorandums of Understanding (MOUs) and response plans.

Northshore Utility District (NUD)

- Coordinate water supply and components of the water distribution system for firefighting purposes.

Resource Requirements

Resource needs may include trained fire personnel; apparatus, equipment and supplies; and access to sufficient water supply.

References

Kirkland Fire Department Standard Operating Procedures
Kirkland Ordinance O-4752
Kirkland Municipal Code (KMC) 3.16 City Manager – Administrative Departments
King County Fire Chiefs Automatic Aid Agreement
King County Fire Resource Plan
Northeast King County Regional Public Safety Communications Agency Interlocal Agreement
NORCOM Operational Policy
Washington State Fire Services Resource Mobilization Plan
RCW 39.34, Interlocal Cooperation Act
RCW 43.43 State Fire Service Mobilization
WAC 296-305 Safety Standards for Firefighters

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Emergency Support Function 5: Emergency Management

Lead Agency

Kirkland Office of Emergency Management (OEM)

Support Agencies

Kirkland City Departments

King County Office of Emergency Management (KCOEM)

Washington State Emergency Management Division (WAEMD)

Federal Emergency Management Agency (FEMA)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 5 is to provide guidance for the direction and control of emergency management activities in the City including daily emergency management programs and incident management.

Scope

This ESF addresses the oversight and coordination of emergency management programs and incident management, including mitigation, preparedness, response, and recovery in the City of Kirkland.

Policies

Kirkland Municipal Code (KMC) 3.20 – Emergency Management establishes the Office of Emergency Management (OEM) and outlines its duties, including the creation of the Comprehensive Emergency Management Plan (CEMP), Emergency Operations Center (EOC) management, and establishes the Emergency Management Action Team (EMAT).

Revised Code of Washington (RCW) 38.52 – Emergency Management outlines requirements for emergency management programs in the State.

RCW 42.14 – Continuity of Government Act outlines requirements for continuity planning.

FEMA National Incident Management System (NIMS) Doctrine outlines operational systems that guide how personnel work together during incidents under the Incident Command System (ICS).

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Situation

Incident Conditions and Hazards

Daily

The City frequently experiences situations that may cause the need for short-term incident support. Examples include, but are not limited to, technology failures, multi-car collisions, civil unrest, construction site-related injuries, isolated power outages, water distribution disruptions, or single-family structure fires. For these incidents, the OEM may provide support with logistics, communications, and/or situational awareness, as part of routine daily operations and without the need to establish the EOC.

Incident

An incident that disrupts routine City operations, or alters the community's ability to go about daily activities, and/or as described in the hazard assessment section of the base plan may necessitate the OEM to support incident management, which may or may not include activation of the EOC. Examples include, but are not limited to, earthquake, terrorist attack, pandemic, hazardous materials release, landslide, regional power failure, or weather-related transportation disruptions.

Planning Assumptions

- Mitigation and preparedness efforts may not be adequate to address all situations; existing knowledge will be leveraged and adapted to a specific incident.
- No notice incidents may cause a delay in EOC activation.
- The OEM will be notified by City departments of major incidents that may require support for response or recovery efforts.
- City departments will support all phases of emergency management.
- City staff, including OEM staff, may be impacted by an incident and unable to respond.
- City staff are personally prepared for emergencies and understand that they may need to come to work during an incident.
- City leadership may not be immediately available or reachable during an incident.
- The City may not have enough resources to respond to all requests for assistance or to meet all community needs and may need to acquire resources from the private sector, mutual aid partners, non-governmental organizations (NGOs), and/or federal, state, or county organizations.

Concept of Operations

General

The OEM facilitates unique daily and incident tasks to administer a holistic emergency management program. Although tasks may interconnect or support both areas of responsibility, the focus of daily and incident actions relate to preparedness and response/recovery respectively.

Daily

Daily the OEM facilitates emergency management programs including but not limited to, delivering staff and public preparedness education and training, developing incident and emergency management-related plans, performing grants management, monitoring situational

awareness, maintaining basic disaster supplies, sustaining EOC readiness including staff training and exercise, coordinating volunteer management, and participating in regional coordination efforts.

Incident

When an incident occurs the OEM facilitates, coordinates, and/or leads incident management. If the EOC is not activated support may consist of, but is not limited to, resource acquisition and/or management, on-scene technical assistance as requested by Incident Command, internal and/or external information gathering and sharing, or other efforts identified to assist with incident management. The EOC may activate when more than a field Incident Command Post is required to respond to an incident.

When the EOC is activated the OEM is lead for EOC operations and most if not all emergency management duties are suspended until such a time that the EOC has demobilized.

Organization

The OEM is a division of the Kirkland Fire Department. Per the KMC 3.20, the Fire Chief is the designated Director of Emergency Services and delegates the responsibilities of the OEM to the appointed Emergency Manager (EM). Daily supervision of the OEM is provided by the Fire Chief; however, during an incident the OEM, specifically the EM, reports to the City Manager for direction and authorities.

The OEM currently has two paid staff positions. The Emergency Manager and the Emergency Preparedness Coordinator. There are also limited volunteer positions that support the OEM and program implementation. Specific roles include, but are not limited to, the Kirkland Emergency Communications Team (KECT) Leader, outreach program leads, CERT trainers, and EOC support.

Activation of the EOC is authorized by the City EM, Fire Chief, Police Chief, City Manager or designee, or at the request of a Department Director in need of support. The EM, or their designee, oversees EOC management and operations.

Designated City staff report to the EOC to coordinate response efforts and support field operations. The EOC may be fully or partially activated as determined appropriate based on the nature and extent of the incident or planned event.

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The Kirkland EOC is organized as a hybrid of the Incident Command System (Figure 23). The Logistics and Finance functions have been combined into one Resourcing Section for efficiency.

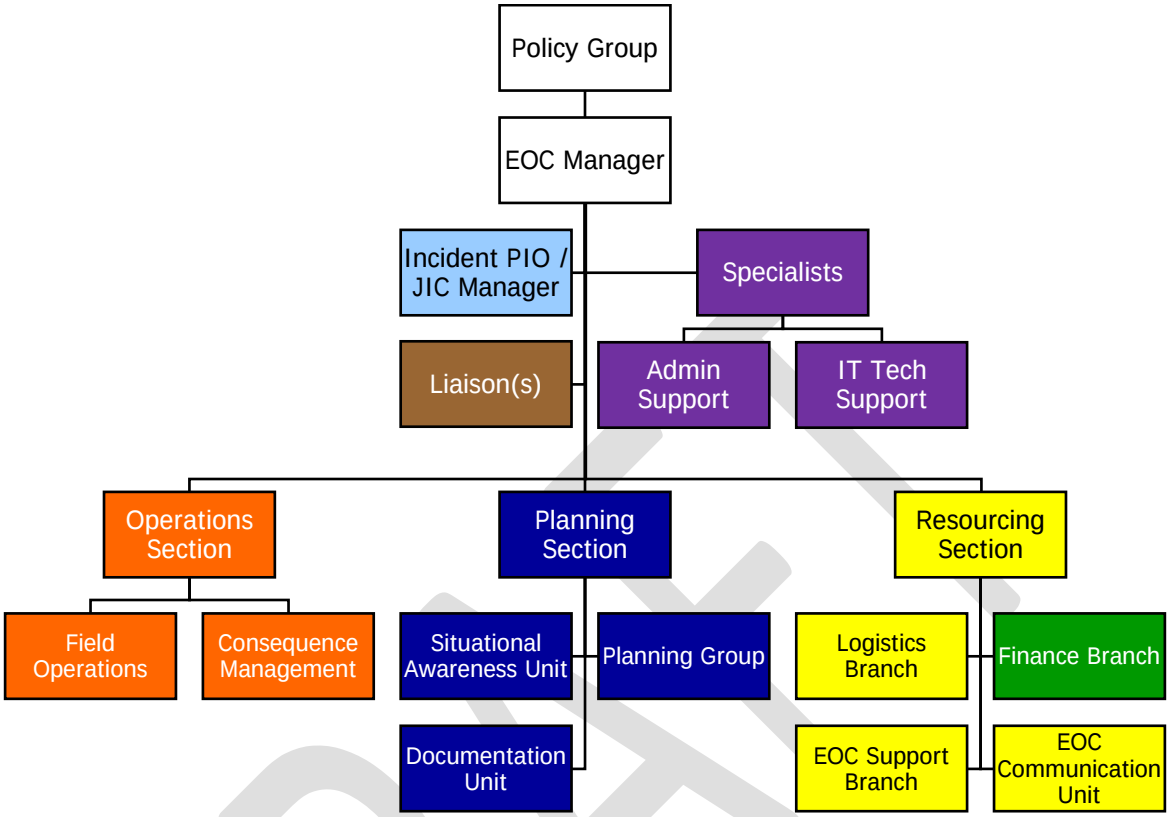

Figure 23 - Kirkland EOC Organizational Chart as of 2021.

Incident Management

The EOC is operated by the EOC Manager. The EOC Manager and serves as the connection between the EOC and/or the field command post, the Policy Group, and private, federal, state, and/or county emergency management organizations. The EOC Manager represents the City for coordination of incident efforts with stakeholders and/or partners, and approves, in coordination with Incident Command when appropriate, incident purchases and public messaging.

The Policy Group, comprised of the City's Department Directors and lead by the City Manager, addresses policy issues brought about by the circumstances of the incident and as identified by the EM and/or the EOC.

Operations Section

The Operations Section is responsible for providing tactical information and coordination between departments, field efforts, and the EOC. This section implements operational plans, requests and assigns resources to achieve incident objectives, and if needed facilitates incident-specific consequence management actions.

Planning Section

The Planning Section is responsible for overall situational awareness, documentation, and Geographic Information System (GIS) tools. The Planning Section prepares and disseminates approved Situation Reports and Consolidated and/or Incident Action Plans (CAP/IAP). The Planning Section works with City departments and outside agencies to gather information, manages the EOC displays to facilitate a common operating picture, and performs incident records retention.

Resourcing Section

The Resourcing Section is a combination of the traditional ICS Logistics and Finance functions. The Logistics Branch is responsible for ordering and tracking resource requests and coordinating support, services, and communications for on-scene, City, and EOC operational needs. The Finance Branch is responsible for projecting, monitoring, and documenting financial aspects of the incident, including but not limited to, timekeeping, incident injury or loss claims, and preparation of FEMA reimbursement forms and supporting documentation. More information is available in Emergency Support Function 7: Logistics Management and Resource Support.

Joint Information Center (JIC)

The JIC is staffed by the City Communications Team and/or Public Information Officers (PIOs). The JIC is responsible for supporting the Joint Information System (JIS) efforts through monitoring, production, and dissemination of public messaging via multiple methods. The JIC functions as an extension of the EOC and/or field command post, and coordinates incident messaging with the City Manager's Office. More information is available in Emergency Support Function 15: Public Information and Affairs.

Procedures

Daily

The OEM facilitates and implements emergency management programs following department and City operational guidance during routine conditions. Primary workstations for OEM staff are located at the Kirkland City Hall as part of Fire Administration.

Incident

The OEM notifies City leadership and key staff of potential, currently occurring, and/or impending incidents that may require a response from the City. The OEM maintains and utilizes an email distribution list of identified key staff, or may call staff directly, to provide notification of a situation. The OEM may also use the City's technology notification system, to send information to City staff. Department Directors may request an automated notification be sent to staff in their department by calling or emailing the EM.

When an Incident Commanders and/or City department contacts the EM seeking incident support, the EM may provide support remotely, directly on-scene, or through a formal activation of the EOC.

EOC Activation

The EOC may be activated by the City EM, Fire Chief, Police Chief, City Manager, or designee, or at the request of a Department Director when an incident requires coordination beyond the scope of day-to-day City operations, the Incident Command Post (ICP) capability, or the planned event support. The EM will assess the situation and determine, based on the nature and extent of this situation, the appropriate EOC activation level and opening time (Table 7).

Activation includes notification of opening to the City leadership, KCOEM, and WAEMD. See the EOC Emergency Operations Plan (EOP) for details.

EOC Activation Level		Description
Not Activated	**Daily Operations**	Normal daily operations including OEM staff monitoring conditions and addressing short-term or narrow-scope requests for assistance, in addition to regular work.
3	**OEM Staff Only**	OEM staff filling EOC functions. Mainly situational monitoring and maintaining readiness to call in additional staffing if needed. May operate for multiple operational periods but rarely includes 24/7 activities. May be onsite or remote.
2	**Partial Activation**	Limited EOC staff positions filled and, as needed, incident-specific EOC representatives. May operate for multiple operational periods but rarely includes 24/7 activities. Onsite effort.
1	**Full Activation**	All or most EOC staff positions filled, including incident-specific representatives. Operations typically occur 24/7 for multiple operational periods with federal, state, and/or county involvement for response and recovery support. Onsite effort.

Table 7 – Kirkland EOC Activation Levels

Proclamation of Emergency

The Proclamation of Emergency is made by the City Manager and is the legal method that authorizes the use of extraordinary measures to accomplish tasks associated with response and/or recovery to an incident. The Proclamation of Emergency must be ratified by the City Council as soon as feasible during or following the incident. The City Attorney, in coordination with the EM and/or the EOC, prepares the Proclamation of Emergency using the approved template of proclamation. The OEM is responsible for notifying via email and/or phone, appropriate federal, state, and county agencies of a City Proclamation of Emergency.

A request for the King County Executive to proclaim a State of Emergency in support of the City is made by the City Manager and/or City elected officials by phone, face to face, or email. The

OEM facilitates the formal request for support by email and/or phone to the King County Office of Emergency Management (KCOEM) by the OEM.

A request for the Washington State Governor to proclaim a State of Emergency in support of the City is made by the City Manager and/or City elected officials by phone, face to face, or email. The OEM facilitates the formal request for support by email and/or phone to the WAEMD in coordination with the KCOEM.

Requests for Emergency Assistance

If incident operational needs exceed the capability of the City and pre-designated mutual aid resources, the EM, or their designee, will request additional resources, by phone, email, or face to face, from neighboring jurisdictions and/or KCOEM.

EOC Demobilization

The decision to demobilize the EOC is made by the EM in coordination with the City Manager and, if established, field Incident Command Post. The EOC will begin demobilization planning when incident stabilization has been established. The EOC Manager position will be the last of the EOC staff to demobilize verifying that the EOC is at pre-activation operational readiness before closing the facility. Including in closing the EOC is the notification to the KCOEM and the WAEMD of the date and time of closure. Demobilization may be a phased process based on incident recovery efforts. Additional information on the process is included in the EOC EOP.

Mitigation Activities

- Identify and maintain alternate and mobile EOC capabilities.
- Maintain City emergency and incident management plans, including but not limited to, the CEMP, Continuity of Operations Plan (COOP) and Continuity of Government (COG) plan, Hazard Mitigation Plan, and Recovery Framework.
- Support City mitigation projects and grant requests.
- Participate in regional planning efforts and projects.
- Cross-train City staff in EOC sections and roles.

Preparedness Activities

- Maintain operational readiness of the primary, alternate, and mobile EOC's.
- Designate staff to serve as the EOC Manager and coordinate with the Policy group during activations.
- Train individuals who will staff the City EOC.
- If no incident activations have occurred in a given calendar year; conduct an EOC exercise to test plans and staff readiness.
- Monitor ongoing situational awareness and share warnings and/or information with City departments and response partners on risk potential and developing situations.
- Coordinate with neighboring jurisdictions, the county, and the state on emergency management plans, exercises, and support.
- Maintain working relationships with and updated contact information for partner agencies.
- Manage the City's Emergency Management Performance Grant (EMPG).
- Manage the City's Emergency Management Action Team (EMAT).

- Maintain an updated public website with emergency preparedness information, conduct preparedness classes, and distribute a bi-monthly virtual community newsletter with emergency preparedness information and local resources.
- Provide regular updates to the City Manager on emergency management programs and projects.
- Encourage emergency preparedness and facilitate preparedness activities for staff.
- Conduct outreach events to educate community members on emergency preparedness, including participating in and/or hosting business outreach, public farmers markets, neighborhood gatherings or meetings, faith-based or school functions, and other opportunities as identified.
- Conduct preparedness training, including but not limited to, the Community Emergency Response Training (CERT) program.
- Manage the Kirkland Emergency Communications Team (KECT).
- Maintain a resource of pre translated basic emergency messaging.

Response Activities

- Manage all aspects of EOC activations and make notifications to City leadership and key staff, the County, and the State when the EOC is activated.
- Coordinate incident management with federal, state, and county agencies, and/or local EOCs, as appropriate.
- Maintain situational awareness and share information with City leadership, key staff, and response partners as appropriate.
- Gather and document reports of damage and/or disruption to operations in the City and with interdependent partners.
- Track incident financial information.
- Establish the connection between the EOC and the City Manager and/or Policy Group.
- Provide support for responders and/or field personnel.
- Coordinate with response partners.
- Request spot forecasts from the National Weather Service (NWS) as needed.
- Provide on-scene support, coordination, and/or resource management when requested.

Recovery Activities

- Support the development of a prioritized list of damaged infrastructure and assets in Kirkland.
- Support preliminary damage assessment (PDA) information gathering. Submit PDA to King County as requested.
- Track and report financial information for potential reimbursement opportunities.
- Archive incident and/or EOC documentation.
- Coordinate EOC after-action reporting for activations and exercises and implement improvement plans.
- Support replenishment of City resources that were consumed during an incident.
- Assist with transition from response to recovery activities.

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Responsibilities

Lead Agency – Kirkland Office of Emergency Management (OEM)

- Coordinate incident management support and lead EOC activations.
- Facilitate Emergency Management training and exercise.
- Coordinate with local, federal, state, and county organizations, and/or support partners.
- Provide updates on incident progression and/or status to City leadership and identified key staff.
- Develop City emergency and/or incident management plans including, but not limited to, the CEMP and ESFs, the COOP/COG, the HMP, and the EOP.
- Provide training to City staff on incident response roles and personal preparedness.
- Conduct community outreach and training to the Kirkland community via presentations, classes, newsletter, attending events and meetings, and other identified strategies.
- Participate as part of the Recovery Team.
- Manage OEM volunteers and approve incident emergency worker applications.
- Determine EOC activation level, serve as the EOC Manager, and develop the initial EOC staffing plan.
- Establish EOC operational objectives, approve EOC resources requests, and oversee the incident PIO/JIC functions, including serving as an incident spokesperson when needed.
- Coordinate with the Policy Group during incidents.
- Coordinate with healthcare, schools, non-governmental, faith-based, community-based, and private-sector partners, as needed.
- Attend and/or host training, seminars, meetings, and other events to develop working relationships with external partners.
- Maintain the City's catastrophic disaster supply program.
- Manage and/or assist with grant programs and funds.
- Lead the development, approval, and dissemination of the City Proclamation of Emergency.
- Assist in tracking costs and documentation related to incident response efforts.
- Manage the development of After-Action Reports (AARs) after EOC activations and exercises.
- Implement EOC demobilization and make resources ready for future needs.

Support Agencies

All Kirkland City Departments

- Carry out responsibilities as outlined in the CEMP Base Plan and the ESFs. Each ESF has detailed responsibilities for the lead and support agencies for incident activities.
- Provide representatives to the EOC as requested.
- Make employees aware of their work duties and/or identify and support training of roles during an incident.
- Provide staff and expertise to assist with the creation and updating of emergency plans.
- Department Directors or their designees will report the following information to the EOC as requested: department situation/operational status, projected needs, and operational plans.
- Establish and maintain internal lines of succession for leadership positions and train individuals in the line of succession in the responsibilities of the position, department operating procedures, and policies.

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- Provide one regular and at least one alternate staff member to serve on the EMAT and commit to sharing EMAT information throughout their department.
- Provide subject matter expertise when needed during an incident.
- Maintain documentation of supplies, staff, and procedures that may be used during an incident.
- Identify department-level essential activities and develop continuity plans to sustain essential operations.
- Make the OEM aware of any potential or actual incidents which may require additional support.

King County Office of Emergency Management (KCOEM)

- Coordinate regional planning efforts.
- Convene meetings of regional Emergency Management professionals.
- Maintain the King County Regional Hazard Mitigation Plan and Comprehensive Emergency Management Plan
- Provide staff support to the Kirkland OEM and/or EOC, as requested.
- Provide a 24/7 on-call Emergency Management Duty Officer to assist with new or developing incidents.
- Maintain regional emergency management and incident plans including the Recovery Framework and the Regional Coordination Framework.
- Facilitate the Emergency Management Advisory Committee (EMAC) and workgroups.
- Coordinate the King County Local Emergency Planning Committee (LEPC).
- Serve as a liaison between the City and County departments, as needed.
- Facilitate the ALERT King County program for non-life-threatening emergency notifications.
- Provide training and exercise opportunities to the City.
- Issue Emergency Alert System/Wireless Emergency Alerts for the City.
- Notify the City of National Response Coordination Center (NRCC) reports or National Weather Service (NWS) warnings.
- Host the OnSolve notification system for City use.

Washington State Emergency Management Division (WAEMD)

- Provide coordination of State resources to support the City.
- Issue State Mission numbers to the City when requested.
- Notify the City of NRCC or Spill reports when appropriate.
- Facilitate the requisition of resources under WAMAS or from other states through the Emergency Management Assistance Compact (EMAC).
- Request and coordinate Federal resources through the Federal Emergency Management Agency (FEMA).

Federal Emergency Management Agency (FEMA)

- Coordinate resource request fulfillment that cannot be met at the State level.
- Support City engagement in assistance programs made available by a Presidential Declaration of Emergency.
- Facilitate the EMAC process for resource deployment and acquisition.

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Resource Requirements

Resource needs may include a physical location for the establishment of an EOC; trained EOC staff; and appropriate physical and technology support tools. Minimum EOC requirements include basic infrastructure such as power and water; work stations, and general office supplies. Preferred EOC capability resource requirements include the above as well as IT hardware and software solutions; nutrition capabilities; and documented plans and procedures to support incident management.

EOC staff will need to bring appropriate resources based on the location and type of EOC established, which may include computer capabilities; communications devices (such as mobile phones and/or radios); and appropriate support materials and documents to their role in the EOC.

References

City of Kirkland Emergency Operations Plan (EOP)
City of Kirkland Emergency Proclamation Template
City of Kirkland Situation Report Template
KMC 3.20 – Emergency Management
King County Comprehensive Emergency Management Plan (CEMP)
RCW 38.52 – Emergency Management
RCW 42.14 – Continuity of Government Act
National Incident Management System (NIMS)
National Response Framework (NRF)

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Emergency Support Function 6: Mass Care, Housing, and Human Services

Lead Agency

Kirkland Parks & Community Services Department (PCS)

Support Agencies

Kirkland Office of Emergency Management (OEM)

Kirkland Human Resources Department (HR)

Kirkland Police Department (PD)

Kirkland Fire Department

Kirkland Public Works Department (PW)

Kirkland Planning & Building Department (P&B)

Kirkland City Manager's Office (CMO) – Facilities Division

Public Health – Seattle and King County (PHSKC)

Regional Animal Services of King County (RASKC)

American Red Cross (ARC)

Non-Profit Organizations

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 6 Mass Care is to describe the coordination of non-medical mass care services for the Kirkland community affected by an incident.

Scope

This ESF addresses the coordination and implementation of mass care services, that may include but are not limited to, human and pet shelter and/or housing, feeding, mental/emotional support, distribution of basic need supplies, and disaster aid assistance.

Policies

Kirkland Title VI Policy Statement: The City of Kirkland assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs and activities.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Kirkland will not discriminate against qualified individuals with disabilities on

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the basis of disability in its services, programs, or activities. Shelter and mass care operations will be in accordance with these requirements and other federal and state laws related to access and functional needs whenever possible based on the incident.

Per Kirkland Municipal Code (KMC) Chapter 8.09 Animal Control Authority, animal care and control services in Kirkland are provided by Animal Control through the PD.

Kirkland Resolution R-5434 affirms that Black Lives Matter and establishes a framework to improve the safety and respect of black people in Kirkland.

The National Pets Evacuation and Transportation Standards (PETS) Act of 2006 (HR 6858) dictates that the City will make available pet shelter facilities to the extent practical, recognizing that the City may have limited availability to provide these services directly and may rely upon mutual aid or other outside support for this function.

Washington Administrative Code (WAC) 118-04 – Emergency Worker Program outlines the classification and requirements for emergency worker volunteers.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288) as amended makes resources and individual assistance available for mass care operations.

FEMA Disaster Assistance Policy 9523.19-Eligible Costs Related to Pet Evacuation And Sheltering (DAP 9523.19) provides specific guidelines on reimbursable expenses regarding incident-related animal care.

Situation

Incident Conditions and Hazards

Kirkland is subject to several hazards, primarily its geographical location between the South Whidbey Island Fault and the Seattle Fault earthquake zones. In addition, a State roadway is within city limits, creating risk for hazardous materials incidents and impacts.

These hazards may cause cumulative impacts that could disrupt utility, communications, medical, transportation, and food service systems at the same time. Such impacts may result in an unmet community need for food, shelter, housing, mental health support, and/or other mass care services.

The nature of structural damage or service disruption from an earthquake may force Kirkland residents to seek alternative shelter outside of their regular housing situation. In addition, there may be a transient population consisting of tourists, visitors, students, people who work in Kirkland but live elsewhere, or persons experiencing homelessness that may seek mass care services during an incident. Some Kirkland residents may be able to secure alternate accommodations; however, in a catastrophic incident, they may be unable to do so right away.

Although homes may be undamaged, the absence of utilities could also force people to seek short or long-term mass care support.

The City has a limited capacity for providing mass care services for medically fragile individuals or others who may require alternative support services. This makes the City dependent on

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support from partner organizations to provide appropriate mass care services to the whole community.

Planning Assumptions

- Mass care needs may overwhelm social and/or human service agencies.
- The City may need to provide mass care services with little to no external resources potentially limiting the level of service delivery.
- The incident may necessitate the provision of emergency food, water, shelter, clothing, childcare, and/or mental health support for survivors and emergency workers.
- Mass care services will be provided to community members without regard to economic status or racial, religious, political, ethnic, or other affiliations or gender expression and/or sexual orientation.
- The City will endeavor to leverage appropriate resources to provide fair and equitable access and services to the whole community of Kirkland, whenever possible based on the incident.
- A portion of the Kirkland population may be displaced from their homes, lack power or other utilities for an extended period of time, or be unable to leave or access their home.
- Disaster assistance may be provided by individual insurance, local disaster organizations, and various federal, state, and government agencies.
- Impacted individuals may prefer to remain with or near their homes.
- Individuals will seek information and support from a variety of sources, which may include but are not limited to, media, neighbors, public officials, shelters, and public buildings such as City Hall and fire or police stations.
- Assistance is dependent on the incident and may include specialized resources and considerations for vulnerable, Limited English Proficiency (LEP), accessibility, functional, or medical needs populations, children, and the general public.
- Roads may be disrupted or blocked, which may make it difficult for the movement of mass care supplies, for displaced residents to access their homes, or for survivors to reach mass care services.
- The supply chain for mass care service resources may be limited or broken due to the incident, reducing the level of service the City may be able to provide.
- Unique needs of children may include but are not limited to concerns for safety and welfare in a shelter setting, reunification with a parent or guardian, and age-specific communication, social, and comfort needs.
- The City does not have the capacity for large animal sheltering.
- The City endeavors to support mass care services for individuals with special needs.
- A Presidential Disaster Declaration may make additional assistance available to eligible individuals.
- Disruption to public transportation services may reduce access to shelters or other mass care services for some individuals.
- Individuals in the custody of Kirkland PD Corrections Division may require additional or specialized mass care services.
- Resources from the nonprofit and the private sector may be leveraged for response and recovery efforts.
- The City of Kirkland has numerous parks, open spaces, and ball fields that may accommodate vehicles, recreational vehicles, tents, or other temporary shelter capabilities.

- The City does not have the appropriate resources or staff to operate medical needs or skilled healthcare shelters.
- The City will make every reasonable effort to utilize facilities that are compliant with applicable laws pertaining to accessibility.
- The City will make every reasonable effort possible to offer mass care services and information in a method that the public, including LEP and vulnerable populations, can understand.

Concept of Operations

General

The decision to provide mass care services, in part of fully, will be made based on the assessment of incident needs, and with the approval of the City Manager or their delegate.

The Parks and Community Services Department (PCS) will lead coordination and delivery of mass care services with the support of City departments and partner agencies as appropriate. Mass care includes, but is not limited to, the provisions for human and animal sheltering, disaster housing, community feeding, sanitation, mental/emotional support, basic medical first aid, and disaster assistance consisting of support with identification, legal, employment, and/or childcare matters.

Mass care services are typically accomplished in coordination with regional mass care service providers available through the federal, state, or county governments or non-governmental organizations. In addition, the City may reach out to schools, faith-based organizations, non-profits, volunteer groups, or other partners for support in the delivery of mass care services.

Mass care services will be delivered as appropriate to the incident and services being offered. Typically sheltering is an onsite facility. Reception centers as well as feeding and disaster assistance may be provided by in-person, drive-through, or virtual access by phone or other technology capabilities. Available methods of notification will be utilized to support outreach to the whole community.

The City may establish a Disaster Recovery Center (DRC) independently or in partnership with FEMA, as appropriate to the incident to assist with the delivery of individual disaster assistance and programs.

General population shelter type and size determination will be guided by King County Regional Shelter Types Table and operations will be based on American Red Cross Shelter Operations guidelines and procedures to the greatest extent possible. The City maintains a list of identified preferred shelter facilities that will be reviewed at the time of need to determine the safest and most appropriate location for a specific incident. Shelter staff may consist of City staff, partner agencies, or City volunteers registered as WA. State Emergency Workers.

The City will integrate National Center for Missing & Exploited Children (NCMEC) protocols to facilitate the identification and reunification of children with their families through the PD. The PD will take the lead on managing unaccompanied minors in mass care settings.

The City will work with PHSKC to support their efforts to establish alternate care site(s) for individuals with medical needs beyond the capabilities of a general population congregate

shelter when needed. In addition, PHSKC will be requested to assist the City to deliver sanitation and/or basic first aid services as appropriate.

The City will endeavor to accommodate the specific needs of unique populations when providing mass care services. This may include the needs of persons affected by court-ordered limitations or restrictions, registered offenders, or other populations with a legal justification for alternative arrangements.

The City will coordinate mental/emotional health services and disaster housing and assistance to the community in coordination with response partners, non-profit organizations, and other community service providers.

The City has a limited capacity for animal services and may need to partner with federal, state, or county government agencies, or non-government organizations to accommodate animal mass care needs. The City of Kirkland PD Animal Control Officer will coordinate with PCS and other partner agencies to support and implement animal mass care services. When possible, pet shelters will be co-located with human shelters to facilitate animal care by pet owners. Service animals will be allowed to shelter with their owners whenever possible.

If large animal owners need mass care support for their pets, the City may look to coordinate large animal support with the County or non-government organizations, for the limited number of horses that reside within the city limits.

The City will facilitate community feeding by leveraging private and non-government support from schools, restaurants, grocery retailers, and/or commercial food service providers. Nutrition services will be facilitated in coordination with Emergency Support Function 8: Public Health and Medical Services.

The City may establish Commodity Points of Distribution (CPODs) to facilitate the delivery of basic needs supplies to the community.

The City will communicate the availability of mass care services openly and widely through as many methods and resources as possible, including but not limited to word of mouth, engagement of cultural, faith-based, and community organizations, digital and broadcast media, reader boards and signs, translation interpreter services, pre-scripted and translated print materials, pictograms and infographics, and/or other identified and available methods at the time of need. Media inquiries will be handled through the incident Public Information Officer and/or the Joint Information Center, in coordination with Emergency Support Function 2: Communications, Information Systems, and Warning.

Organization

Based on best practices from past disasters, the City plans to establish a Mass Care Workgroup to coordinate and facilitate mass care services during an incident. The group will be led by a representative from PCS and include participation from government and non-governmental organizations with the resources and staff to assist the City in providing mass care services and will be organized into functional areas (Figure 24). The workgroup will include representatives coordinating Emergency Support Function 6: Mass Care, Housing, and Human Services and

Emergency Support Function 11: Agriculture and Natural Resources missions and following ICS principles, will be adaptable and flexible to address the specific needs of a given incident.

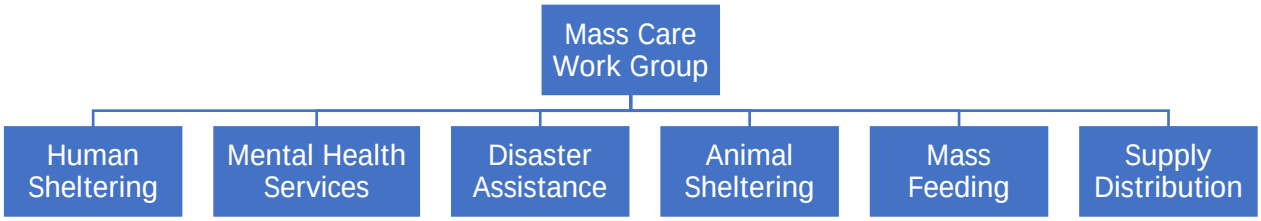

Figure 24 - Kirkland Mass Care Workgroup Functional Areas

Core functions and participation in the Mass Care Workgroup will be dictated by incident-specific needs and may include mass care services not shown in Figure 24. The Mass Care Workgroup may transition to recovery efforts as community needs may be ongoing after the incident response period, in coordination with Emergency Support Function 14: Short and Long-Term Community Recovery.

Mass care services are delivered through a combined effort of City and partner support. To facilitate the delivery of services the PCS divisions will coordinate specific areas of service.

- PCS Recreation Division will coordinate shelter and feeding operations.
- PCS Human Services Division will coordinate mental/emotional health services and disaster assistance.
- PCS Maintenance staff will coordinate supply distribution.

The Police Department will coordinate animal sheltering through the Animal Control division.

Procedures

The need to implement mass care services in Kirkland will initially be assessed by the Emergency Manager (EM) and/or EOC, if activated, as part of situational awareness for an incident. If it is determined the community would benefit from mass care support, the EM/EOC will notify, via phone or in person, the City Manager's Office of the need to activate the Mass Care Workgroup followed by calling or meeting with the Director of PCS, or their designee.

The overall procedures for implementing mass care in Kirkland will include five key steps:

1. When notified by the EM or PCS Director stand up the Mass Care Workgroup. PCS will identify a lead for the workgroup who will make an invitation to participate to incident-appropriate support partners via phone, email, or face to face. Not every workgroup activation will include all potential partners, but every effort will be made to be inclusive of as many agencies as necessary and manageable. This working group will meet as needed to support fair and equitable access to services, identify unique populations or situations that need specific attention, and serve as a holistic approach to mass care efforts.
2. The Workgroup will perform a needs assessment to gather information on the actual, potential, or perceived need for assistance. The assessment may consist of phone calls, a review of situational awareness information from the EM or EOC, a community survey, or another incident-appropriate method, based on resources and as time allows. The

purpose of the assessment is to determine the scope of work for the Mass Care Workgroup. Ongoing assessment of needs will occur throughout the incident.
3. The Workgroup will develop and document concepts of operations, logistical requirement packages, and staffing needs for support of the missions identified in Step 2. These documents will serve as guides for the implementation of actions.
4. The Workgroup will implement the plans developed to meet the needs of the community.
5. The Workgroup will monitor the implementation, identify additional or new opportunities for support, coordinate with partners to maintain, sustain, and evaluate the effectiveness of delivery of mass care services. The group will adapt and adjust the services and/or implementation of support as appropriate to the incident, community feedback, and resources available.

Specific to mass care operations, City staff will work to identify the safest areas/facilities possible, given incident impacts, for mass care activities. Starting with a pre-determined list of site options, representatives from PCS, P&B building inspection, Fire Marshal or designee, police, and facilities will assess the structures for safety and use. This team will use documented procedures and checklists for evaluating the potential locations.

Shelter operations are performed on site by City staff, partner agency staff, and at times volunteers. Shelter activities may include, but are not limited to, setup, registration, intake, space allocation, feeding, sanitation, clothing distribution, basic health and medical screenings and/or assistance, mental/emotional support, individual assistance program delivery, ongoing operations, transition out of the shelter site, and demobilization. Services will be provided in person, with regard and respect for the privacy and confidentiality of clients and workers. The EOC Resourcing Section will provide logistical support to shelter operations using the standard resourcing process. Detailed shelter procedures will be determined at the time of the incident based on the type, location, and services provided at the shelter site.

Public information regarding mass care service availability and locations will be coordinated by the Joint Information Center (JIC), and/or the City Communications Manager. Messaging will be provided using the City's social media accounts, website, and press releases or conferences. In addition, the JIC and/or Communications Manager will leverage reader boards, print material, and community signage to share the information. The JIC will contact community organizations, including but not limited to faith-based, social, and cultural groups via email, social media, and/or phone to assist in reaching the whole community. The JIC will use the City’s contracted translation services, whenever appropriate and possible, to support the delivery of the messaging in multiple languages and formats to reach LEP and special needs populations.

Feeding programs will be delivered at identified sites by the PCS Recreation Division utilizing the established Senior Lunch Program model. Food and needed supplies for feeding programs will be obtained in coordination with Emergency Support Function 7: Logistics Management and Resource Support.

The PCS Human Services Division will coordinate mental/emotional health services and/or referrals for impacted community members with providers by phone, email, in person, or through the Mass Care Workgroup.

An in-person or virtual DRC may be stood up to coordinate the delivery of and connection to individual assistance, long-term housing assistance, medical assistance, or the delivery of other mass care services. The decision to stand up a DRC will be made by the EOC as incident response and recovery dictates, in coordination with Emergency Support Function 14: Short and Long-Term Community Recovery. The Human Services Division will coordinate the DRC, which may be staffed by City staff, FEMA, emergency worker volunteers, or representatives from partner organizations.

FEMA may assist individuals and households through their Individual Assistance Program, which includes:

- Mass Care and Emergency Assistance (MC/EA);
- Crisis Counseling Assistance and Training Program (CCP);
- Disaster Unemployment Assistance (DUA);
- Disaster Legal Services (DLS);
- Disaster Case Management (DCM); and
- Individuals and Households Program (IHP), comprised of two categories of assistance: Housing Assistance (HA) and Other Needs Assistance (ONA).

Kirkland Animal Services leads the coordination of pet sheltering as well as care and coordination of unclaimed, abused, ineligible, or aggressive animals who may not be suited to a congregate animal shelter. Standard operating procedures and resources will be used whenever possible and as resources allow within an incident. Due to limited onsite animal containment and care options, animal control will contact and partner with local veterinarians, animal rescue organizations, and/or individuals that can assist in providing animal care and/or housing.

Mitigation Activities

- Maintain a City Mass Care plan.
- Harden infrastructure, including but not limited to, alternate power sources, at key City facilities identified to support mass care service delivery.
- Maintain on-site mass care supplies (cots, blankets, pet crates, etc.).
- Provide personal preparedness public education on the need for each household to be “2 Weeks Ready”.

Preparedness Activities

- Maintain city facilities, infrastructure, and supplies that support mass care operations.
- Develop relationships with potential mass care sites not owned by the City.
- Provide and participate in training opportunities for City staff and volunteers for ESF 6 related-duties, including shelter worker training.
- Develop and participate in drills and exercises to test mass care capabilities.
- Maintain relationships and updated contact information for personnel and support agencies that may assist with mass care activities.
- Maintain inventory lists of mass care supplies and locations.

Response Activities

- Activate the Mass Care Workgroup.
- Provide mass care services.
- Coordinate mass care services with partner agencies/organizations.

Recovery Activities

- Provide mass care services during the transition to long-term recovery.
- Coordinate long-term housing needs of the community during the transition to long-term recovery.
- Conduct assessment of community mass care needs for planning transition to long-term recovery.
- Demobilize shelters and mass care operations.
- Return mass care locations to pre-incident status.
- Restock or replace expended mass care supplies.
- Support delivery of mental health programs for survivors and incident personnel.
- Provide referrals for long-term services.

Responsibilities

Lead Agency – Kirkland Parks & Community Services Department (PCS)

- Act as the lead agency for coordination of incident mass care services.
- Chair Mass Care Workgroup.
- Coordinate shelter operations including site selection, supply acquisition, staffing, and logistics for operation and sustainment.
- Coordinate the distribution of basic needs, including but not limited to, food, clothing, and medications.
- Coordinate the utilization of City facilities and/or community sites for use as mass care service delivery locations.
- Coordinate mental/emotional and disaster assistance services.
- Provide vehicles, supplies, and personnel to transport mass care supplies as resources allow.
- Coordinate the transport of survivors to mass care facilities if needed and as able.
- Coordinate medical care services with Public Health – Seattle and King County and/or other medical services agencies, as needed.
- Coordinate animal care and services with Kirkland Animal Control.
- Develop and maintain mass care agreements, documentation, inventory, and capability.
- Maintain a current list of potential shelter locations in the City.
- Coordinate non-profit and private resources to meet short and term services for survivors.
- Serve as lead for long-term mass care needs in coordination with federal, state, and county governments and non-government organizations and private entities.

Support Agencies

Kirkland Office of Emergency Management (OEM)

- Establish and maintain overall incident situational awareness.
- Evaluate the need for and initiate notification and approvals for implementation of mass care operations.
- Facilitate logistical support for mass care.
- Authorize registration of emergent volunteers as emergency workers in accordance with Washington State's Emergency Worker Program.
- Coordinate with federal, state, and county representatives for support to mass care efforts and individual assistance services.

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Kirkland Human Resources Department (HR)

- Identify City staff available to assist with mass care services.
- Coordinate registration of emergent volunteers as emergency workers in accordance with Washington State's Emergency Worker Program.

Kirkland Police Department (PD)

- Provide security consultation and/or protection at mass care sites, as appropriate and able.
- Coordinate the delivery of mass care services for individuals under the care of Kirkland Corrections.
- Support reunification of unaccompanied minors and/or vulnerable persons.
- Provide Animal Control services for the City
    - Coordinate reunification of pets with owners.
    - Assist in placing stray or injured pets and animals with local veterinarians, shelters, or kennels.
    - Assist with animal sheltering operations.

Kirkland Fire Department

- Support delivery of first aid services at mass care sites, as resources allow.
- Provide fire safety inspections of mass care sites and monitor mass care operations for potential fire code or safety concerns.

Kirkland Public Works Department (PW)

- Assist in providing logistical resources, including but not limited to, potable water, traffic flow, and supply movement for mass care efforts.
- Coordinate removal of solid waste from City managed mass care sites.
- Provide maintenance or modifications for vehicles needed for mass care operations.

Kirkland Planning & Building Department (P&B)

- Provide structural building safety inspections of potential mass care sites.

Kirkland City Manager's Office (CMO) – Facilities Division

- Support selection and operational readiness of sites identified to provide mass care services.
- Maintain operational status of generators at City facilities identified as potential shelter locations.

Public Health-Seattle and King County (PHSKC)

- Provide mass care services for medically dependent or fragile community members.
- Review, inspect, and approve mass care sites, as necessary and appropriate.
- Provide assistance in coordinating medical support at mass care sites.
- Coordinate and provide public health technical assistance for mass care and feeding operations.
- Provide guidance and direction for the care of deceased shelter clients.

Regional Animal Services of King County (RASKC)

- Provide assistance for sheltering and care of pets and livestock.

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American Red Cross (ARC)

- When requested, provide shelter staff, supplies, and operational support as incident conditions dictate and allow and in accordance with the Disaster Relief Act of 1974 (P.L. 93-288, as amended by the Stafford Act).
- Provide opportunities for shelter and mass care training pre-incident.
- Provide individualized client services through casework to assess the immediate needs of a client to connect them with items, financial assistance, and/or referrals to local resources to meet immediate needs.
- Provide health and mental health professionals to assist with emergency first aid, medical and mental health assessment, and crisis intervention as resources allow.

Non-Profit Organizations

- Participate in the Mass Care Workgroup as incident needs necessitate.
- Provide resources and services to support the community.

Resource Requirements

Resource needs may include physical space; trained staff; and equipment and supplies to care for human and domestic animal needs during incident management.

References

Kirkland Mass Care Plan (2021)
City of Kirkland Americans With Disabilities Act (ADA) Notice
Kirkland Resolution R-5434
Kirkland Title VI Policy
King County Regional Mass Care Plan
King County Regional Shelter Types Table
King County Regional Sheltering and Mass Care Decision Tree
American Red Cross (ARC) Shelter Operation Workbook
Washington Administrative Code (WAC) Chapter 118-04 Emergency Worker Program
FEMA P-785 Shelter Field Guide
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288)
Americans with Disabilities Act of 1990
Pets Evacuation and Transportation Standards (PETS) Act (42 U.S.C.A. § 5196a-d (2006))
FEMA Disaster Assistance Policy 9523.19-Eligible Costs Related to Pet Evacuation And Sheltering (DAP 9523.19)

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Emergency Support Function 7: Logistics Management and Resource Support

Lead Agency

Office of Emergency Management (OEM)

Support Agencies

Finance & Administration Department (F&A)

Human Resources Department (HR)

City Manager's Office (CMO)

City Attorney's Office (CAO)

King County Office of Emergency Management (KCOEM)

Washington State Military Department Emergency Management Division (WAEMD)

Federal Emergency Management Agency (FEMA)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 7 Logistics is to describe the coordination of fulfillment of requests for goods and services and personnel resources for an incident.

Scope

This ESF addresses the coordination and process of resourcing, including, but not limited to, procuring incident operational supplies and/or facility space, contracting services, personnel administration, resource disposition, donations management, and the Washington State Emergency Worker Program.

Policies

City of Kirkland Procurement Manual (2020)

City of Kirkland Purchasing Card Program & Policy Manual (2019)

Kirkland Municipal Code (KMC) 3.20.070 – Emergency powers outlines City authorities and purchasing powers, including those provided for in RCW 38.52.070.

KMC 3.85 – Purchasing provides procedures for the purchase and disposition of goods, services, and public works by the City in compliance with applicable state and federal laws. Includes procurement requirements for waiving competitive bidding during an incident.

Washington Administrative Code (WAC) 118-04 directs how volunteers will be registered as Emergency Workers through the WAEMD Emergency Worker program and be provided assignments appropriate to their qualifications and abilities.

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Revised Code of Washington (RCW) 35.21.100 grants the City authority to accept donations.

In accordance with RCW 38.52.020, the City shall have the power to contract and incur obligations necessary to perform incident management, protecting the health and safety of personnel and property, and providing emergency assistance to survivors.

RCW 38.52.070 grants the City authority to temporarily waive procurement practices, contract procedures, bidding requirements, and other outlined purchasing procedures and formalities for expediency during an incident.

RCW 38.56 establishes the Washington Intrastate Mutual Aid System (WAMAS), of which the City is a member, and by which the City may request resources from any political subdivision in the State which has not opted out of the system.

RCW 39.04 outlines exemptions for competitive bidding requirements when awarding contracts for public works and contracts for purchases in the event of an incident.

Code of Federal Regulations 44 CFR 13.36 Procurement guides the City's procurement processes and will be followed as possible based on the incident.

In accordance with Executive Order 12549, no purchases using federal funds shall be made with agencies that are federally debarred.

Public Law 104-321 establishes the Emergency Management Assistance Compact to provide mutual assistance between states and cooperation for exercises and training.

Situation

Incident Conditions and Hazards

An incident may damage or limit the existing resources needed to maintain essential City services. Certain incidents may significantly impact transportation infrastructure and/or vendor operations and may inhibit the availability and flow of resources into and within the City.

A large-scale incident may cause significant unexpected expenses to the City with the potential to impact the City's financial status which may affect employment, services delivered, and/or the City's financial reserves. Hazards such as earthquakes or severe weather may cause a significant increase in demand for needed resources both for public consumption and City response that may impact the City's ability to respond. Incidents such as significant economic or public health crises may also create a sudden spike in demand for resources and/or a lack of finances to procure needed resources.

The City also, in some cases, rents equipment as opposed to purchasing equipment, which may limit the availability of such equipment during an incident.

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Planning Assumptions

- City resources will be insufficient to meet the needs of a catastrophic incident, and external assistance will be necessary to respond and recover.
- The City will have to compete with other jurisdictions and potentially private sector organizations for critical resources.
- The City cannot anticipate or plan for all potential resource needs for all incidents.
- There may be a delay in obtaining resources during an incident.
- Procurement processes may be altered or suspended during a proclaimed emergency.
- The City Manager and City Council will be made aware of expenditures over $50,000.
- Incident staff will follow KMC Chapter 3.85: Purchasing.
- The Municipal Research and Services Center (MRSC) Vendor Roster and State Contracts may be leveraged to find resources during an incident.
- Requested resources may not be available to the City.
- KCOEM, WAEMD, and/or FEMA will support the fulfillment of City resource requests.
- Vendors will have continuity plans.
- The City will have funding resources adequate to allow for the procurement of resources.
- The public will make donations to the City.
- Suppliers will accept credit card payments or invoice the City.
- The City is dependent on outside vendors or sources for a variety of resources and may be in competition with other clients for needed resources during an incident.
- The City lacks an extensive collection of on-hand incident response and recovery supplies, such as potable water, food stocks, and construction material.
- The City is dependent on outside sources for basic utilities, including power and internet, to process the City's primary method of payment for goods and services.
- Acquisition of supplies is dependent on the vendors' stock and operational capability to meet the needs of the City.

Concept of Operations

General

The City Manager, or their designee, has overall control of resource management for the City. Delegation for resource allocation decisions is provided to Department Directors/Chiefs and/or the Emergency Manager (EM) for most incidents. If resource prioritization is necessary the City Manager, or designee, will inform Department Directors of City priorities and resource allocations. The City Manager, a Department Director/Chief, and/or the EM may represent the City during regional incidents when resource prioritization and/or allocation discussions and/or decisions occur.

When a State of Emergency has been proclaimed by the City Manager or their designee, daily City purchasing thresholds may be adjusted and/or suspended for the duration of the proclamation. The City Manager delegates to the EM/EOC spending approval as determined by the incident. Department Directors and/or Chiefs retain their daily spending approvals during a proclamation.

The OEM and/or the Resourcing Section of the EOC, if activated, will coordinate resource ordering and deployment to support field responders, restoration of critical infrastructure, the continuation of essential services and government, and address incident objectives. Resource

requests will be made and tracked using the City of Kirkland ICS 213 Resource Request Form (ICS 213 RR). Resource management is achieved through a tiered system from the local level up to the national level as the incident dictates. When City resources have been or are expected to be exhausted or overwhelmed, including automatic and mutual aid, and commercial vendors are unable to meet the needs of the City, assistance will be requested from the KCOEM. If KCOEM cannot fulfill the request, a request will be made to WAEMD. If WAEMD is unable to fulfill the request, a request will be made to FEMA for federal resources or coordination of support across state lines via the Emergency Management Assistance Compact (EMAC) program.

Every effort will be made to source needed resources from within City Government before making external resource requests. External requests will engage Kirkland-based businesses and organizations whenever possible, followed by cooperative contracts.

The City's primary procurement method is via Purchasing Card (P-Card), with vendor accounts established for a few specific needs. The EOC maintains a list of P-Card holders. Additional information related to P Card use is outlined in the City Purchasing Card Program & Policy Manual and the Kirkland Procurement Manual.

The City has established financial support measures to assist with incident expense tracking, including project codes and a small budget allocation for EOC activation expenses.

The Human Resources (HR) Department will coordinate the tracking of personnel resources, including, but not limited to, handling claims for workers compensation from credentialed volunteers, City staff, and potentially external personnel assigned to the incident. When the EOC is activated, this function will be coordinated by an HR representative as part of the Resourcing Section. The HR Department may assist other departments in identifying and assigning employees working alternative assignments. HR manages labor relations associated with incident work adjustments or conditions.

The OEM maintains basic catastrophic disaster supplies at most City facilities to support employees during an incident. This includes, but is not limited to, individual employee disaster kits and disaster boxes containing limited basic needs such as food, water, blankets, first aid supplies, and small generators.

The Regional Coordination Framework (RCF) in King County, Washington to which the City of Kirkland is a signatory, provides a financial agreement between signatory partners when mutual aid resources are requested. This financial agreement, when invoked, supersedes other financial arrangements that may govern normal response operations and resource sharing between jurisdictions. It also describes the resource management and procurement process coordinated by King County when City resources are insufficient to meet the demands of the incident.

The City is part of the Washington Mutual Aid System (WAMAS) which provides for mutual assistance among member jurisdictions when other mutual aid agreements do not exist or meet incident needs. When an incident extends beyond the scope of local resources, mutual aid assistance may be obtained from the WAMAS or the EMAC all coordinated through WAEMD.

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The 213 RR will be filled out by requesting department and given to the Logistics Branch, following the process outlined in the Resource Request Section above. After EOC Manager approval, the order is placed, and the 213 RR is provided to the Finance Branch for expense tracking. The Logistics Branch is responsible for identifying the order date, the estimated arrival date, and providing an inventory/confirmation when the goods are received.

As a first procurement option, The City will utilize vendors associated with the below cooperative contracts. When soliciting quotes from vendors the Logistics Branch will request pricing based on one of the cooperative contracts as a first preference:

- State of Washington
- King County
- City of Seattle
- City of Bellevue
- City of Redmond
- Omnia partners
- Sourcewell
- National Cooperative Purchasing Alliance (NCPA)
- General Services Administration (GSA)

When the City issues a Proclamation of Emergency the competitive purchasing process may be waived for a limited duration of time. The EOC Manager and Finance Branch will coordinate when the competitive process established in the Kirkland Procurement Manual, is to be followed for items not purchased through a cooperative contract. A waiver of the competitive process may be implemented if needed to meet incident resource demands.

Utilization of the GSA contract must comply with program requirements as the City is limited to GSA Schedules 70 and 84 which include IT products, services, and solutions, and Law Enforcement and Security products, services, and solutions. Through GSA contracts the City can purchase equipment and services to support natural or human-caused incidents including acts of terrorism or nuclear, biological, chemical, or radiological attack.

The City intends to implement the Commodity Points of Distribution (CPOD) concept for the distribution of critical supplies to the community during an incident.

The City has established the best practice of limiting or not accepting donations during incidents. Donations of goods and/or services will be reviewed by the Emergency Manager and/or City Manager and potentially accepted on a case-by-case basis. The City will refer financial donors to non-profit donation management organizations.

All incident volunteers will be registered as temporary Emergency Workers (EW) with the State of Washington and considered one-time volunteers with the City regardless of established City volunteer status. The exception to this concept is members of the KECT that currently hold State EW status.

The City maintains an inventory of resources and uses the National Incident Management System (NIMS) Resource Typing categories when appropriate. NIMS Resource Typing is used when supporting resource deployment to other jurisdictions.

Currently, there is no standard adopted wholistic credentialing system for the City, King County, or Washington State. The City endeavors to credential responders per NIMS guidelines for, at a minimum, Police and Fire resources.

Disposition of non-consumable goods will follow the City surplus regulation established in KMC 3.86 as detailed in the Kirkland Procurement Manual.

Organization

Internal

Daily resource management occurs at the department level. During an incident, that does not require an EOC activation, the OEM will support resource requests as able and requested. When the EOC is activated, the EOC Resourcing Section, a combination of the ICS Logistics and Finance and Administration, will coordinate/facilitate resource management.

The Resourcing Section reviews, evaluates, identifies, obtains/procures, assigns/allocates, and tracks physical and cost of items, funds, dispositions, and documents all aspects of resource management. City employees with daily logistics and financial duties will be the primary personnel staffing the Resourcing Section.

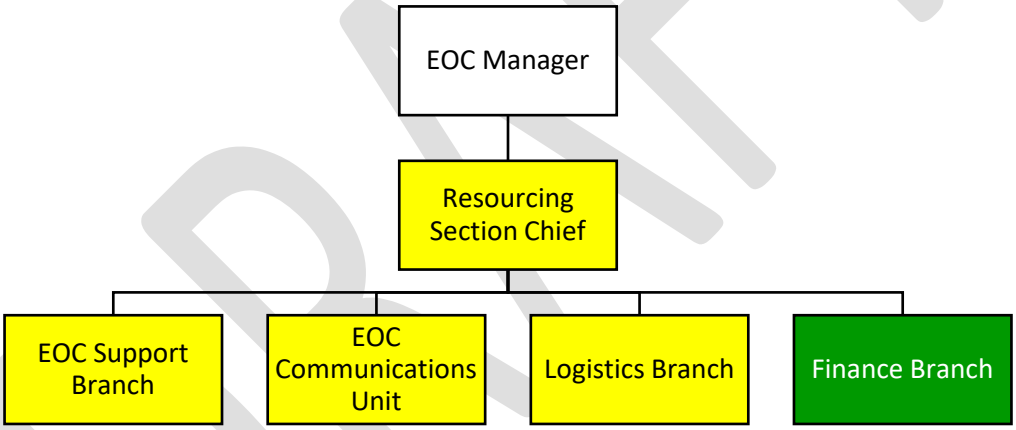

Figure 25 - Kirkland EOC Resourcing Section Organizational Chart as of 2021

The EOC Support Branch provides services and support to the EOC and/or field by facilitating feeding, housing, medical care, and transportation of incident personnel.

The EOC Communications Unit provides incident communications including, but not limited to, email, text messages, cellular and VOIP phone service, and the use of amateur radio support through the Kirkland Emergency Communications Team (KECT). Public Safety radio communications are managed by departments in partnership with NORCOM.

The Logistics Branch is responsible for processing resource requests.

The Finance Branch is responsible for projecting, monitoring, and documenting financial aspects of the incidents, including timekeeping, incident injury or loss claims, and preparation of FEMA reimbursement forms and supporting documentation.

External

The external organizational flow of resource management focuses on a tiered system from the City, to King County, to WA State, and/or to the federal level for support (Figure 26).

Figure 26 - External resource request flow from the local level to the federal level.

Procedures

Resource Requests

Resource requests beyond department capability should be coordinated through the OEM or EOC, if activated. The EOC process includes the requestor completing and providing a hard copy City of Kirkland ICS 213 Resource Request Form (ICS 213 RR) to the Resourcing Section. The Logistics Branch will identify options for fulfilling the resource request including price, vendor, delivery time, and quantity availability. Before purchasing, the EOC Manager will approve the purchase request. The Logistics Branch will then work to obtain the resource. The Logistics Branch will pay for resources with City-issued P-Cards. If that payment method is not available, the Logistics Branch will work with the Finance Branch to identify the correct payment methodology. If the request is for a service, the Logistics Branch will coordinate with the EOC Manager to determine if a contract is necessary. The Finance Branch will log the ICS 213 RR information in the expense tracking spreadsheet. Tracking numbers are assigned to the ICS 213 RR and included in the

City of Kirkland Resource Request Tracking Log.

If resources are not already on hand, they can be sourced from private companies, internet sales distributors, or through mutual aid agreements. As time permits, Resourcing Section staff will attempt to research multiple sources for the best value. Staff will confirm vendors are eligible to do business with federal agencies and not debarred before making purchases.

The ICS 213 RR form will be used to submit resource requests to King County OEM via email, telephone, or other communications methods.

Procurement Methodology

Whenever possible, the City will follow daily procurement methods, as identified Kirkland Procurement Manual. However, if the incident objectives and/or timeline require alterations to routine practices the Resourcing Section may, under a Proclamation of Emergency, adjust or waive procedures as needed.

Disposition of non-consumable goods will follow the City surplus regulation established in KMC 3.86 as detailed in the Kirkland Procurement Manual.

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Purchasing

The Resourcing Section uses the following process to source and purchase resources during an incident:

- Operations identifies a resource need.
- The requestor completes an ICS 213 RR form.
- The Resourcing Section Chief reviews the request and assigns the resource request to Logistics Branch staff for processing if appropriate.
- Logistics Branch staff researches and identifies options for procurement.
- Before purchasing, the ICS 213 RR is routed to the EOC Manager for approval.
- The Logistics Branch staff purchase resources utilizing the "How to Buy Chart" in the Kirkland Procurement Manual, attached.
- The Logistics Branch staff coordinates the delivery of the resource after purchasing.

The primary purchasing method is the use of City P-Cards. The OEM receives a list of City staff with P-Cards available for use from City procurement staff. This list is kept in a sealed envelope in the locked EOC. The P-Cards of the following positions will be utilized for incident purchasing as needed.

1) Emergency Manager
2) Financial Operations Manager
3) P-Cards from requesting departments

The City of Kirkland Purchasing Basics for the EOC guide contains additional instruction to be used by the Resourcing Section during an EOC activation.

Mutual Aid

Mutual aid is requested at the lowest local level, either through direct contact, phone, or email by the City to potential supporters or via an ICS 213 RR submitted to King County OEM. The King County Regional Coordination Framework is the primary tool for the facilitation of mutual aid assistance in King County. If assistance cannot be obtained through KCOEM, KCOEM will submit a formal request via email, phone, and/or WebEOC to WA. State EMD. The WAMAS provides the pathway for in-state mutual aid assistance among member jurisdictions. If WA EMD is unable to meet the requests, WA EMD will request assistance from federal agencies via FEMA. FEMA may leverage the EMAC for state-to-state assistance.

Emergency Worker Program and Liability Protection

Any volunteer conducting incident-related volunteer activities will be registered as a WA State Emergency Worker using the City of Kirkland Emergency Worker Application Form. Depending on the nature of the volunteer work, the City may conduct or coordinate background checks on volunteers. The forms will be received and processed through the Resourcing Section and approved by the Emergency Manager or their designee. The Resourcing Section will conduct a skills assessment to match volunteer capability to incident needs. The Resourcing Section will inform volunteers of their assignment, report to date/time/location, and supervisors' name and contact information. Volunteers will be provided with the appropriate equipment, including but not limited to personal protective supplies, to safely complete their assignment. Volunteers will sign in and out of their volunteer assignments on the State of Washington Emergency Worker

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Daily Activity Report form (EMD-078), or equivalent. Volunteer activity will be tracked and monitored by a City of Kirkland employee identified as the volunteer supervisor.

Financial Tracking

Financial tracking is facilitated by the use of daily finance procedures and incident-specific requirements including, but not limited to, maintenance of receipts for purchases, completing resource request paperwork, use of project codes, and completion of spreadsheets for tracking material and personnel resources, time, and cost.

For incidents that require an EOC activation, City Finance and Administrative staff will establish, without a specific department-associated budget, at least one, but typically two, incident tracking project codes in the City's financial software system. The EOC and departments will use the project codes to track resource acquisitions, personnel time, and expenses related to incident activities. The project codes should be included on all ICS 213 RR forms and department financial tracking documents.

Finance Branch staff tracks pending and completed resource requests in the Incident Cost Log spreadsheet and utilizes the EOC sign-in sheets to track staff participation in the EOC and associated costs. Departments will use routine department level tracking to align staff and supply expenses associated with incident management that occur outside of the EOC.

Each ICS 213 RR form, with attached receipts, is scanned and saved electronically, and the hard copy is retained and stored for reference and records retention. During reconciliation of P-Cards or invoices entered in the financial tracking system, staff will attach a detailed receipt along with the scanned ICS 213 RR or department tracking documentation.

An overall report will be created and maintained by the Resourcing Section Finance staff which combines the EOC and department costs and is available to the Emergency Manager and key City leaders. Incident cost information is included in the City's financial tracking software and overall budget.

Donations Management

Donors will be requested to submit details of the donation they are interested in making to the Resourcing Section. Goods and services donations will be accepted on a case-by-case basis, as determined necessary and appropriate by the Emergency Manager/EOC Manager and/or the City Manager, based on incident guidelines, which may include measures such as set drop-off points, limited contact with staff, or other precautions. The City will make efforts to direct donations to local non-profit organizations experienced in donation management to facilitate the disposition of goods, services, and/or financial contributions. If donation management exceeds the capability of the City and/or local organizations, the Emergency Manager will request support from King County OEM and/or WAEMD via email, completion of an ICS 213 RR, or phone call.

Commodity Points of Distribution (CPOD)

The CPOD Plan contains a pre-determined list of possible City-owned sites, in addition to community partner locations that may be considered for supply distribution. Final site selection will be determined by the EOC Manager, at the time of the incident, depending on community needs, site safety and accessibility, supply availability, and other situation-dependent

conditions. The EOC Logistics Branch, with the help of the JIC and/or City Communications team, may make a public request for volunteers or make phone calls to City staff to identify and assign personnel to facilitate the setup and operation of a CPOD. The EOC Operations Section Police and Public Works staff will develop a traffic plan and complete a site safety review before implementation of the site. The JIC and/or City Communications team will disseminate information about the site including location, hours of operations, and type of support available via multiple platforms and methods. The Resourcing Section will maintain situational awareness of site operations, resupply needs, and take appropriate action to support ongoing operations.

Mitigation Activities

- Maintain redundant procurement and payment systems to sustain services when technology is unavailable.
- Maintain extra procurement cards with increased limits for use during incidents.
- Maintain active accounts with key vendors for incident supplies.
- Maintain CAO approval to form services contract templates.
- Maintain an emergency budget fund for EOC activations and incident expenses.
- Maintain City vendor list and contact information.
- Maintain access to State contract lists and vendors.

Preparedness Activities

- Maintain a printed supply of ICS 213 RR forms and tracking logs.
- Annually establish project codes for incident cost tracking.
- Verify capability and procure key resource supplies annually and prior to expected or noticed incidents.

Response Activities

- Process resource requests.
- Anticipate incident resource needs.
- Support demobilization of resources.
- Manage donations to the City.
- Provide support services for incident personnel.
- Track and project incident costs.
- Perform cost/benefit and/or risk/benefit analysis of operational strategies.
- Process worker compensation claims.
- Register spontaneous volunteers/emergency workers.
- Establish and operate CPOD sites.

Recovery Activities

- Support logistical operations of a Disaster Recovery Center (DRC), if established.
- Support replenishment of City response supplies.
- Assist in the disposition of demobilized resources and locations.
- Verify completion of Emergency Worker documentation of volunteer activities.
- Coordinate the transition of the Public Assistance process into long-term recovery operations.

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Responsibilities

Lead Agency – Office of Emergency Management (OEM)

- Facilitate EOC operations including resource requests and/or support to the EOC Resourcing Section processing of requests.
- Coordinate with King County, Washington State, and Federal agencies for resource management.

Support Agencies

Finance & Administration Department

- Assist in procurement of resources for incident management, regardless of EOC activation status.
- Staff EOC Resourcing Section, specifically the Finance Branch.
- Prepare documentation for incident cost/funding reports.

Human Resources Department (HR)

- Coordinate spontaneous volunteer management, including registration, background checks, assignment, tracking, and documentation of personnel.
- Coordinate reassignment and/or hiring of temporary personnel.
- Facilitate labor relations discussions.
- Process incident-related worker compensation claims.

City Manager's Office (CMO)

- Facilitate resource prioritization and allocation, if needed.
- Engage legislative resources to advocate for prioritization of federal, state, and county resources to the City.

City Attorney's Office (CAO)

- Review and approve contracts for goods and services.

King County Office of Emergency Management (KCOEM)

- Support mutual aid requests.
- Facilitate regional discussions related to critical resource requests, prioritization, and allocation.
- Facilitate the fulfillment of resource requests that cannot be accomplished at the City level, either with County resources or by making requests to the WAEMD.

Washington State Emergency Management Division (WAEMD)

- Support mutual aid requests by coordinating the WAMAS and/or EMAC processes.
- Facilitate the fulfillment of resource requests that cannot be accomplished at the County level, either with State resources or by making requests to FEMA.

Federal Emergency Management Agency (FEMA)

- Coordinate resource request fulfillment that cannot be met at the State level.

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Resource Requirements

Resource needs may include inventories of City assets; resource transportation capabilities; communications equipment and supplies; staff trained in City procurement and acquisition processes; and financial means to support incident management.

References

City of Kirkland Procurement Manual (2020)
City of Kirkland Purchasing Card Program & Policy Manual (2019)
City of Kirkland Purchasing Basics for EOC (2017)
City of Kirkland Resource Request Form (213 RR)
City of Kirkland Resource Request Tracking Log
City of Kirkland Proclamation of Emergency Template
City of Kirkland Surplus Form
City of Kirkland Donation Form
City of Kirkland EOC Emergency Operations Plan
KMC 3.20.070 – Emergency powers
KMC 3.85 – Purchasing
King County Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington
WAC Chapter 118-04 Emergency Worker Program
RCW 35.21.100 - Donations-Authority to Accept and Use
RCW 38.52.070 - Local organizations and joint local organizations authorized—Establishment, operation—Emergency powers, procedures—Communication plans.
RCW 38.56 – Intrastate Mutual Aid System
Code of Federal Regulations (44 CFR 13.36)
Executive Order 12549 – Debarment and suspension
Public Law 104-321 – Emergency Management Assistance Compact
Municipal Research and Services Center (MRSC) Vendor List

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Attachments

City of Kirkland ICS 213 Resource Request Form (ICS 213 RR)

COK RESOURCE REQUEST FORM (ICS 213 RR)

Requestor	1. Mission Number & Incident Name:		2. Requesting Department:	3. Date & Time: (mm/dd/yy - 00:00)		4. Department Tracking Number:	
	5. Resource Requested				SHADED AREA TO BE FILLED BY LOGISTICS SECTION		
	a. Qty	b. Kind (if known)	c. Type (if known)	d. Detailed item description and/or of task to be accomplished. (***Vital characteristics, brand, specs, experience, size, etc.***) and, if applicable, purpose/use, diagrams and other info.	Needed Date & Time: e. Requested	f. Estimated	g. Cost
	6. Additional Personnel/Support Needed: *(Driver/Fuel Etc.)*				7. Duration needed:		
	8. Requested Delivery/Reporting Location: *(Address/landmarks etc.)*			9. POC at Delivery/Reporting Location: *(Name & Contact info)*			
	10. Suitable Substitutes and/or Suggested Sources: (if known)			11. Priority: ☐ Life Saving ☐ Incident Stabilization ☐ Property Preservation			
	12. a. Have all commercial resources been exhausted: ☐ Yes ☐ No b. Have all local resources been exhausted: ☐ Yes ☐ No c. Have all mutual aid resources been exhausted: ☐ Yes ☐ No			13. Requestor is willing to provide Funding: ☐ Yes ☐ No If "No", explain:			
	14. Requested by Name/Position & phone/email:			15. Request Authorized by:			
Logistics	16. EOC Logistics Tracking Number:			17. Name of Supplier/POC, Phone/Fax/Email:			
	18. Notes:						
	19. Approval Signature of Authorized Logistics Representative:			20. Date & Time: (mm/dd/yy – 00:00)			
	21. Order placed by (check box): ☐ ORD UNIT ☐ PROC UNIT ☐ OTHER_____						
	22. Elevate to County: ☐		23. County Tracking #:	24. Date/Time of elevation:			
Finance	25. Reply/Comments from Finance:						
	26. Finance Section Signature:			27. Date & Time: (mm/dd/yy – 00:00)			
Original to: Documentation Unit			Copy to: Logistics Section				

City of Kirkland Resource Request Tracking Log

Mission# _____ Incident Name: _____ Page ___ of ___

City of Kirkland Resource Request Tracking Log										
							Call Status			
Tracking # (COK-mm/yr-000)	Requestor's Name/Department	Contact number	Requested Item	Priority LS = Life Safety U = Urgent R = Routine	Date/Time of submission	Status call due	Call Placed	Caller Intials	Call Received Y/N	Resource order Complete (Leave Blank / Y)

How to Buy Chart

"How to Buy Chart" - 7/28/19									
	Competitive Pricing Desirable			**Quotes/Informal Proposals**			**Formal Competitive Process**		
Type of Purchase	Estimated Amount	Streamlined Process	Process Questions	Estimated Amount	Director can execute contract. Council approval not required.	Process Questions	Estimated Amount	Contract awarded by Council or City Manager	Process Questions
Public Works (e.g. building repairs, road improvements, facilities construction, etc). **(RCW 35.23.352 Bid Thresholds) (RCW 39.04.155 Small Works) (KMC 3.85.085)**	Under $7,500	Recommend that contractor be selected from Shared Small Works Roster. Informal quotes should be solicited. Prevailing wages required.	Purchasing Agent - x3123	$7,500 - $50,000	Recommended that the Small Works Roster process be used. Limited Public Works process may be used if less than $50,000. As an alternative, Director can waive use of competitive process. **Public works for single trade >$75,500 or multi-trade >$116,155 have additional options	Purchasing Agent - x3123	Over $50,000 (>$11,155 multi trade or >$75,500 single trade must be contracted)	Invitation for Bids is required. (As an alternative, Small Works Roster process can be used up to $300,000.) Council awards contracts over $50,000 let through an IFB process.	Purchasing Agent - x3123
Equipment, Supplies & Routine Services (includes furniture, computer hardware, office equipment, equipment maintenance contracts, etc.) **(KMC 3.85.080)**	Under $7,500	Written quotes are not required, but informal phone quotes are encouraged. Computer hardware or software require IT approval.	Buyer - x3121 or Purchasing Agent - x3123	$7,500 - $50,000	At least three written quotes should be obtained, if possible. Computer hardware or software require IT approval. The City Manager may waive the competitive process requirement.	Buyer - x3121	Over $50,000	Invitation for Bids or Request for Proposals can be used. (RFP is appropriate if award decision is subjective.) **(KMC 3.85.090)**	Purchasing Agent - x3123
Professional Services (Consulting services other than Architects & Engineers) **(KMC 3.85.110, KMC 3.16.065)**	Under $7,500	No competition required. Director executes Professional Services Agreement.	Purchasing Agent - x3123	$7,500 - $50,000	Professional Services Agreement is executed by Director. Director determines the need for competition for contract award.	Purchasing Agent - x3123	Over $50,000	RFP or RFQ process used to assure competition. City Manager can waive use of competitive process.	Purchasing Agent - x3123
Architects & Engineers (RCW 39.80)	Under $7,500	Select best qualified consultant from A&E Roster.	Purchasing Agent - x3123 or Capital Projects Mgr - x3832	$7,500 - $50,000	Select from A&E Roster. If specialty is not found, Director may require RFQ process to ensure competition. RCW 39.80 governs selection process.	Purchasing Agent - x3123 or Capital Projects Mgr - x3832	Over $50,000	Select from A&E Roster or conduct RFQ process. Contract awarded based on qualificaitons.	Purchasing Agent - x3123 or Capital Projects Mgr - x3832
Emergency Purchase of Goods, Services or Public Works (Quick purchase necessary to avoid financial loss.) **(RCW 39.04.280) & (KMC 3.85.210)**	Under $7,500	Make purchase without competition. If public work, prevailing wage requirements still apply.	Purchasing Agent - x3123	$7,500 - $50,000	Requires City Manager's approval. Reported to City Council at the next meeting or individually, within two weeks of the emergency purchase.	Purchasing Agent - x3123	Over $50,000	Requires City Manager's approval. Reported to City Council at the next meeting or individually, within two weeks of the emergency purchase.	Purchasing Agent - x3123
Sole Source Purchase (Goods & routine services for which only one source exists.) **(RCW 39.04.280) & (KMC 3.85.210)**	Under $7,500	No competition required.	Buyer - x3121	$7,500 - $50,000	Consult with Purchasing prior to purchase. City Manager or designee must waive competitive bidding requirement.	Purchasing Agent - x3123	Over $50,000	Requires City Manager's approval. Reported to City Council at their next meeting.	Purchasing Agent - x3123
Cooperative Purchasing (RCW 39.34)(KMC 3.85.180)	There is no requirement for competition or Council approval when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, Purchasing needs to be consulted to assure compliance with RCW 39.34.								
Small Works Roster Process (RCW 39.04.155) (KMC 3.85.170)	May be used for public works projects less than $350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There's no need to advertise projects or have public bid opening.								

Emergency Support Function 8: Public Health and Medical Services

Lead Agency

Kirkland Fire Department

Support Agencies

Kirkland Police Department (PD)

Kirkland Public Works Department (PW)

Kirkland Parks and Community Services Department (PCS)

Redmond Fire Department

EvergreenHealth

Northeast King County Regional Public Safety Communication Agency (NORCOM)

Public Health – Seattle & King County (PHSKC)

Washington State Department of Health (DOH)

Washington State Department of Ecology (DOE)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 8 Public Health and Medical Services is to describe the coordination of public health and medical services for an incident in the City of Kirkland.

Scope

This ESF addresses activities including but not limited to public health, mental health, fatality management, emergency worker health and safety, nutrition and pharmacology safety, vector control, wastewater and solid waste disposal, and veterinary services and dead animal disposition in an incident.

Policies

Kirkland Fire Department Policy 504 directs that the provision of basic and advanced life support services shall be provided per King County Emergency Medical Services (KCEMS) Patient Care Guidelines.

Kirkland Municipal Code (KMC) 5.75 – Emergency Medical Services Transport Fees establishes the Fire Department Basic Life Support Transport User Fee program, adjusted annually to reflect inflation.

Kirkland Ord. 4745 updates the City Comprehensive Plan, including the Capital Facilities chapter which outlines policies for capital facilities and utilities including water and wastewater service.

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KMC 8.09 – Animal Control Authority establishes animal control authority in the police department to provide animal services and enforce animal control laws.

King County Code 2.35A establishes PHSKC and outlines its duties and responsibilities.

Revised Code of Washington (RCW) 18.39 – Embalmers–Funeral Directors provides guidance and regulations for mortuary services.

RCW 18.71 – Physicians provides guidance and regulations for physicians.

RCW 18.73 – Emergency Medical Care and Transportation Services outlines legal requirements and guidance for emergency medical services (EMS) providers.

RCW 43.20 – State Board of Health establishes the Washington state Board of Health and its duties and oversight.

RCW 68.50 – Human Remains provides the King County Medical Examiner jurisdiction over bodies of deceased persons within King County boundaries with the exceptions that fall under the jurisdiction of the Federal Aviation Administration (FAA), the State of Washington, or the military.

RCW 68.52 – Public Cemeteries and Morgues outlines guidance for cemetery procedures.

RCW 70.02 – Medical Records–Health Care Information Access and Disclosure dictates how health care informational and medical records are to be handled and disclosed.

RCW 70.58 – Vital Statistics outlines guidance for handling vital statistics for individuals, including birth certificates, death certificates, and other such documents.

Washington Administrative Code (WAC) 118-04 outlines the emergency worker program, including standards of care and health.

WAC 246-100 – Communicable and Certain Other Diseases outlines duties for the response to communicable diseases.

WAC 246-976 – Emergency Medical Services and Trauma Care Systems outlines DOH guidance for EMS providers.

WAC 308-48 – Funeral Directors, Embalmers, Crematories, Alkaline Hydrolysis Facilities, and Natural Organic Reduction Facilities outlines the care of human remains and associated services.

Situation

Incident Conditions and Hazards

Any hazard may have potential health impacts, including but not limited to, illness, injury, death, psychological trauma, exposure to environmental hazards, or disruption of the region's healthcare system.

The City has a large population, not including daily commuters and visitors, with only one general hospital located within its boundaries to serve the Kirkland community as well as several other cities in the area. This reliance on one regional resource poses a very real risk of

the facility being quickly overwhelmed in a major incident. In addition, the closest level one trauma center is roughly 12 miles away, across Lake Washington in Seattle, adding additional risk to the community's ability to obtain adequate advanced care in an incident.

The City is dependent on Advanced Life Support (ALS) services provided through the City of Redmond Fire Department, the regional service provider of ALS care. Although this approach works well in daily situations, during a disaster incident this dependent relationship limits the ability of Kirkland Fire to provide direct high-level medical services to the community.

Although the City has a limited number of skilled nursing facilities, there are numerous residentially based home care centers and senior housing facilities. The needs of these, often medically or mobility challenged, residents will likely increase the demand for medical services during an incident, which may result in a higher potential for loss of life.

The City has limited capacity to provide community mental health support and will need to rely on partnerships with providers. The City has one volunteer chaplain and a Critical Incident Stress Management (CISM) program for first responders, both of which may only be able to provide limited direct incident support.

The City has one animal control officer who may only be able to provide animal services in a limited capacity during an incident. The City may be reliant upon partner agencies and outside resources to meet the need for extended animal care, safety, and/or disposal during an incident.

The risk of a hazardous material incident on Interstate-405 or other roadways creates a risk to and demand on medical services that could challenge the City and the regional medical resource capability.

Planning Assumptions

- Resources within the affected area may be inadequate to triage, treat, and/or transport patients to hospital(s).
- Additional medical capabilities may be needed to meet incident demands.
- Public demand for health information and health and medical services will increase during an incident.
- The Kirkland Fire Department will expand emergency medical services for prehospital emergency patient care based on resource availability.
- Medical resupply may be needed, but also may be in limited supply.
- Disruptions in local communications and transportation systems could delay and/or prevent the transport of patients, the arrival of assistance from partners, and/or the delivery of supplies.
- Medical and health care facilities that remain in operation may be overwhelmed or may need to operate at a reduced capacity.
- Hospitals, skilled nursing facilities, pharmacies, and other medical or health care facilities may be overwhelmed with patients seeking assistance and/or structurally damaged or destroyed, or unusable due to lack of utilities (power, water, sewer), or the inability of staff to report for duty.
- Survivors who require medication may have difficulty in obtaining prescriptions because of damage or destruction of supply locations, stock, shortages, lack of pharmacy staff, and/or disruption of the manufacturing or distribution system.

- Damage to drinking and/or wastewater systems may limit health and medical service delivery.
- Hazardous materials incidents may present unique challenges to patient care as the patients themselves may become contaminated and considered hazardous.
- Damage to sewage, wastewater, and water distribution systems, along with secondary hazards such as fires, may result in public health hazards to survivors and response personnel.
- An incident may produce a greater need for mental health counseling for survivors and emergency responders.
- Disruption of sanitation services and facilities, loss of power, and large congregate shelters may increase the potential for disease spread and/or illness.
- Public health incidents may require the implementation of public health measures to contain and control communicable diseases or the spread of environmental hazards.
- Public demand for health and medical services will increase during incidents.
- Health and medical services will be restored as soon as practicable and within the limitations and capabilities of affected agencies.
- Due to structural failure or inaccessibility to hospitals, a City facility or temporarily established site may act as a remote emergency clinic, alternate care facility, and/or morgue.
- Local mortuary service providers may assist with emergency mortuary services, if requested and at the discretion of the PHSKC Medical Examiner.

Concept of Operations

General

ESF 8 encompasses several areas of responsibility that integrate with multiple ESFs within the CEMP. Specifically, water acquisition and provision, vector control service, and agricultural services are addressed in Emergency Support Function 11: Agriculture and Natural Resources. Supply and resource distribution systems and are addressed in Emergency Support Function 7: Logistics Management and Resource Support. Human waste disposal and management are addressed in Emergency Support Function 3: Public Works and Engineering. Staff implementing ESF 8 will work with the staff of these ESFs to support coordinated incident management without duplication of efforts.

Coordination of veterinary and animal disposal services is led by the Kirkland Police Department Animal Services Program. Some aspects of this work may be in conjunction with animal services provided under the scope of Emergency Support Function 6: Mass Care, Housing, and Human Services and/or Emergency Support Function 11: Agriculture and Natural Resources.

The City Water Division operates and maintains the City's water infrastructure to supply potable water to customers. Seattle Public Utilities coordinates most routine water safety testing for the City's water supply. Additional details are found in Emergency Support Function 3: Public Works and Engineering. PHSKC may issue a boil water order if harmful organisms are found in the water supply.

The City coordinates ESF 8 activities with and under the direction of PHSKC through the Health Duty Officer and/or Health and Medical Area Command (HMAC) if established.

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PHSKC is the lead agency in providing health, medical, and mortuary response within King County and thus within the City of Kirkland. PHSKC coordinates all aspects of emergency medical services in the county with local, state, and federal governments, other counties, municipalities, and special districts. PHSKC assigns EMS duties to the local fire department. Kirkland Fire provides prehospital Basic Life Support (BLS) services to the Kirkland community and through mutual and automatic aid portions of the surrounding communities. Redmond Fire Department manages the prehospital ALS services through the King County Medic One program. When the Disaster Medical Control Center (DMCC) is activated, Kirkland Fire follows the direction of the DMCC for the determination of hospital transportation destinations.

PHSKC, in partnership with the Northwest Healthcare Response Network (NWHRN), coordinates the health care services of King County Hospital District 2, licensed commercial and/or residential medical care facilities, and independent medical providers in the City.

If a Multiple Casualty Incident (MCI) is declared the City will use the PHSKC Multiple Casualty Incident Plan to guide response efforts. PHSKC has a Mass Fatality and Family Assistance Operations Response Plan that details operational concepts and responsibilities for fatality management. The City will support the implementation of these plans to the best of its ability. These plans address efforts to contain and stabilize incident effects, track patients through the course of their care, coordinate additional support, establish treatment or collection centers, and overcome resource gaps.

The City complies with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) as described in the City of Kirkland Fire Department Privacy Practices to maintain the privacy and confidentiality of medical information.

The City will leverage the PHSKC Pandemic Plan to guide medical response efforts for a local or regional outbreak of infectious disease.

The City Human Services Division coordinates mental health provider partners for response and service referrals for impacted community members.

NORCOM is the public safety answering point for Kirkland and dispatches emergency responders as needed.

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Organization

The City provides limited public health and medical services through the Fire, Police, and Parks and Community Services Departments in partnership with and/or under the direction of the PHSKC based on legal authorities.

The Fire Department staffs an EMS Captain to coordinate EMS protocols and response procedures for the department (see Figure 27).

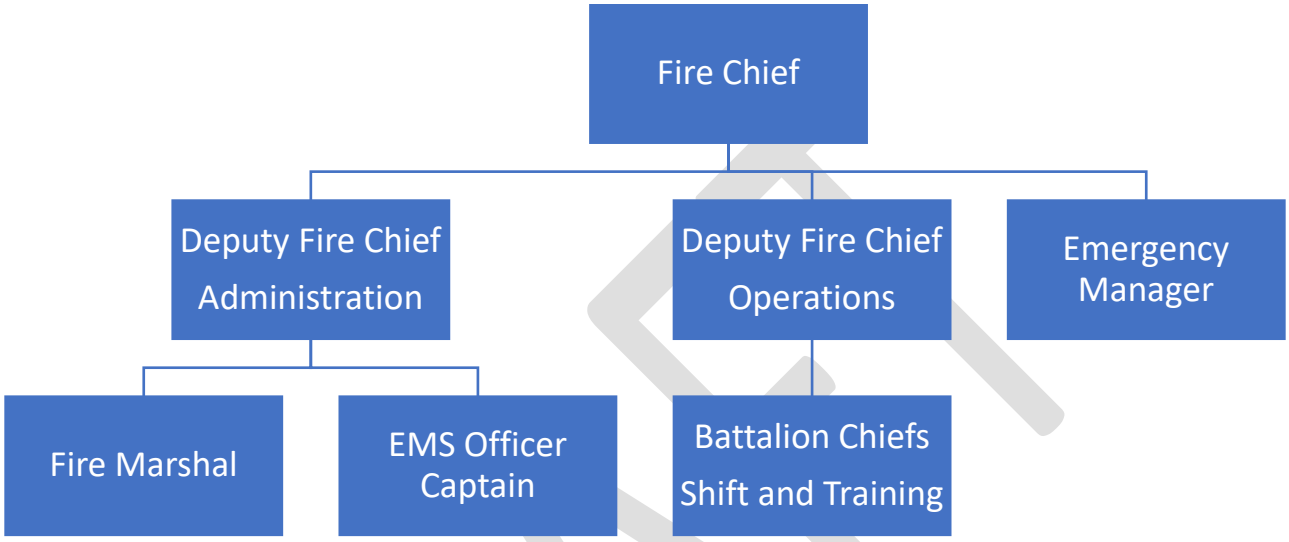

Figure 27 - Kirkland Fire Department Leadership Organizational Chart

The Human Services Division of the Kirkland PCS Department will coordinate local assistance for vulnerable community members and is the primary point of contact for public mental health response in the City. Human Services will provide these services in coordination with response partners, non-profit organizations, and other community service providers.

The City Water Division operates and maintains the City's water infrastructure to supply potable water to customers. Seattle Public Utilities coordinates most routine water safety testing for the City's water supply. Overall water supply and quality are overseen by the DOE. Additional details are found in Emergency Support Function 3: Public Works and Engineering.

Kirkland Animal Services coordinates care for found animals, veterinary services, and disposal of deceased animals. Managing wildlife-related issues falls into the jurisdiction of the Washington State Department of Fish and Wildlife.

PHSKC is part of King County Government and leads public health and medical response for geographical King County.

PHSKC's internal organization includes the King County Medical Examiner's Office, EMS, and Environmental Health Services and coordinates these services within the county, in cooperation with local jurisdictions. Environmental Health Services focuses on disease prevention and will issue a boil water order for the Kirkland community, as needed.

In the event of an MCI, NORCOM will activate the PHSKC MCI Plan at the request of on-scene personnel.

Procedures

The City will integrate with PHSKC through the PHSKC Duty Officer and/or HMAC by phone, radio, liaison, or other methods as dictated by the incident.

The City will implement the PHSKC MCI Plan when local resources are overwhelmed by an incident. The on-scene officer will identify an MCI and request, via radio or phone, NORCOM activate pre-determined resources to support the response, including activating the PHSKC MCI Plan. During MCIs, Kirkland Fire will track patients using PHSKC electronic patient care records to document patient care and transport destination.

The City maintains privacy and security of personal health care information and medical records by limiting access to incident paperwork, forwarding any public records requests to the Public Records Custodian or designee, and practicing professional conduct when discussing incident information including but not limited to using identifying information only when absolutely necessary for operational purposes.

Kirkland Human Services will call, email, or meet with local non-profits and private providers to coordinate human services and mental health resources for the community during an incident.

If mental health support is needed for emergency workers, the City will request support from the City Volunteer Chaplain. If the Chaplain is not available or additional support is needed beyond one person, the EOC will request support from the regional Chaplain team, local or State Critical Incident Stress Management (CISM) teams, and/or City Peer Support Team members. In addition to chaplains and teams, the City has an Employee Assistance Program (EAP) that provides mental health and/or crisis management support and resources.

The Kirkland Water Division uses Supervisory Control and Data Acquisition (SCADA) to monitor volumes, flow rates, and pressure of the potable water infrastructure and coordinates with Seattle Public Utilities and PHSKC for safety testing of the water supply. Additional details are included in Emergency Support Function 3: Public Works and Engineering.

Mitigation Activities

- Maintain medical supply and Personal Protective Equipment stockpiles.
- Offer vaccinations to City personnel for communicable diseases/viruses.
- Participate in KCEMS incident planning efforts.
- Monitor information about communicable diseases that may impact the City.
- Maintain EMS staff training and credentials as BLS care providers.
- Support delivery of public education programs such as CPR and First Aid training, Community Emergency Response Training (CERT), and stop the bleed programs.
- Support and share Public Health education and awareness campaigns.

Preparedness Activities

- Conduct drills and exercises to test disaster medicine equipment, plans, and procedures.
- Maintain medical transport plans to facilitate incident operations.
- Maintain reserve apparatus and EMS supplies for the rapid expansion of services.
- Monitor and notify PHSKC of patient care trends or repetitive responses.

Response Activities

- Provide BLS level care to ill and/or injured persons.
- Coordinate ALS level care delivery to ill and/or injured persons.
- Coordinate response to and/or transport of ill, injured, and/or medically dependent persons.
- Coordinate response efforts and requests for additional services with partners and County agencies.
- Support evacuation of medical facilities and/or medically fragile community members.
- Coordinate with PHSKC for support and/or direction.

Recovery Activities

- Replenish supplies and provide for the operational readiness of City-owned equipment and facilities.
- Assist with the relocation of medically dependent residents as able and resources allow.
- Arrange for CISM support for first responders as needed based on an assessment of personnel.

Responsibilities

Lead Agency – Kirkland Fire Department

- Provide BLS level care and/or transport to the community.
- Request and/or coordinate ALS level care services to the community.
- Implement the PHSKC MCI Plan within the City.
- Coordinate triage, treatment, transportation, and/or establishment of a temporary morgue location in the City.
- Contact DMCC, when activated, for patient transport destinations.
- Provide assistance to health care facilities in the implementation of evacuation plans.
- Coordinate CISM support for City staff and/or incident responders.
- Provide medical care to emergency workers.

Support Agencies

Kirkland Police Department (PD)

- Coordinate investigation, mitigation, and response activities for animal infectious disease outbreaks in partnership with PHSKC.
- Investigate unattended deaths, in partnership with the PHSKC Medical Examiner when appropriate.
- Make and/or assist with identification and/or next of kin notifications for deceased residents of Kirkland.
- Investigate reports of malicious acts against food and/or water safety.
- Enforce local and/or State health orders.
- Coordinate quarantine enforcement with PHSKC, if requested and as resources as allow.

Kirkland Public Works Department (PW)

- Monitor water infrastructure for sustainment of the potable water supply.
- Coordinate with PHSKC for safety testing of the water supply.

Kirkland Parks and Community Services Department (PCS)

- Human Services Division facilitates access to mental health services.

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Redmond Fire Department

- Coordinate and provide ALS level care and/or transport services to the City of Kirkland.

EvergreenHealth

- Deliver health and medical care to the Kirkland community.
- Provide liaison at the EOC to provide coordination of operations when appropriate.
- Share situational updates and awareness with the City as needed and able.
- Coordinate the establishment of temporary medical facilities.

Northeast King County Regional Public Safety Communication Agency (NORCOM)

- Receive and dispatch 911 calls for service.
- Support documentation of calls, tracking of incidents, and monitoring of transports.
- Coordinate and notify requests for additional medical resources, including but not limited to activation of the PHSKC MCI plan.

Public Health Seattle & King County

- Provide medical guidance and treatment protocols for public health incidents.
- Provide and/or coordinate health services and activities including but not limited to identification of health hazards and potential or actual impacts, implementation of disease control measures including examination, testing, treatment, vaccination, isolation, and quarantine.
- Coordinate with Washington State Department of Ecology to assess the public health concerns related to hazardous materials incidents.
- Staff a 24/7 Duty Officer to serve as the primary point of notification for public health-related incidents or needs in King county.
- Activate the Health and Medical Area Command (HMAC) Center as appropriate.
- Support assessment and response to disaster consequences affecting food safety, water quality, and sanitation.
- Support the City with implementing altered standards of medical care as directed by the Local Health Officer.
- Provide coronary services through the Medical Examiner.
- Guide regional response activities for vector-borne public health emergencies.
- Provide epidemiological surveillance, case investigation, and follow-up to control infectious disease.
- Direct and manage medical surge capabilities including but not limited to medical needs shelters, alternate care facilities, medication centers, and temporary morgues.
- Provide public health and related information to the public and healthcare providers.
- Report to local officials and the public regarding health conditions, warnings, and public health orders.
- Provide the medical support and mechanism for distribution of incident-specific medication and/or vaccinations to the public and emergency personnel.
- Provide safety testing of potable water supplies.
- Coordinate veterinary services concerning an animal disease outbreak.
- Provide locations of emergency morgues.
- Coordinate support of local mortuary services, as needed.
- Request additional health and mortuary services resources from the Washington State Department of Health or the Federal Health and Human Services organization.
- Plan for and coordinate the transportation of the deceased.

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- Track incident-related deaths.
- Manage disaster-related human remains.

Washington State Department of Health (DOH)

- License EMS providers to deliver care.
- Support requests for health and medical resources.
- Request health and medical resources from the federal agencies.

Washington State Department of Ecology (DOE)

Oversee and regulate water safety standards and supply in Washington.

- Conduct water quality or safety testing, as needed.

Resource Requirements

Resource needs may include licensed medical providers and transportation vehicles; equipment and supplies; and locations to address health and medical needs during incident management.

References

City of Kirkland COOP/COG Plan - Pandemic Annex
City of Kirkland Fire Department Privacy Practices
City of Kirkland Fire Department Authorization to Transport Form
City of Kirkland Individual Written Notice of Financial Assistance
PHSKC Mass Fatality and Family Assistance Operations Response Plan
PHSKC Pandemic Plan
Kirkland Fire Department Policy 504
Kirkland Municipal Code (KMC) 5.75 – Emergency Medical Services Transport Fees
Kirkland Ord. 4745
KMC 8.09 – Animal Control Authority
King County Code 2.35A
Revised Code of Washington (RCW) 18.39 – Embalmers–Funeral Directors
RCW 18.71 – Physicians
RCW 18.73 – Emergency Medical Care and Transportation Services
RCW 43.20 – State Board of Health
RCW 68.50 – Human Remains
RCW 68.52 – Public Cemeteries and Morgues
RCW 70.02 – Medical Records–Health Care Information Access and Disclosure
RCW 70.58 – Vital Statistics
Washington Administrative Code (WAC) 118-04 Emergency Worker Program
WAC 246-100 – Communicable and Certain Other Diseases
WAC 246-976 – Emergency Medical Services and Trauma Care Systems
WAC 308-48 – Funeral Directors, Embalmers, Crematories, Alkaline Hydrolysis Facilities, and Natural Organic Reduction Facilities

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Emergency Support Function 9: Search and Rescue

Lead Agency

Kirkland Police Department (PD)

Support Agencies

Kirkland Office of Emergency Management (OEM)

Kirkland Fire Department

Kirkland Planning and Building Department (P&B)

Kirkland Public Works Department (PW)

Bellevue Police Department

King County Sheriff's Office (KCSO)

Washington State Military Department, Division of Emergency Management (WAEMD)

Washington State Department of Transportation (WSDOT) – Aviation Division

Urban Search & Rescue (USAR) Teams

United States Coast Guard (USCG)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 9 is to describe the coordination of resources in conducting Search and Rescue (SAR) operations in the City of Kirkland.

Scope

This ESF addresses the coordination and actions applicable to SAR operations occurring separately or coincidentally during an incident within the City. SAR operations include but are not limited to locating distressed persons, USAR, maritime rescue or recovery, and aviation rescue.

Policies

The Kirkland Police Department will operate under the department's standard operating procedures, to the extent possible, found in the Kirkland Lexipol Policy Manual.

Kirkland PD Lexipol Policy 201 – Emergency Management Plan describes how the PD will function during a city-wide incident.

Kirkland PD Lexipol Policy 412 – Rapid Response and Deployment identifies guidelines and factors that will assist responding officers in situations that call for rapid response and deployment.

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Washington Administrative Code (WAC) Chapter 118-04 – Emergency Worker program outlines the requirements regarding issuing mission numbers and emergency worker classifications for search and rescue incidents.

Per Revised Code of Washington (RCW) 38.52.400 Search and Rescue Activities - Powers and Duties of Local Officials, the chief law enforcement officer of each political subdivision is responsible for SAR activities. the rescue of survivors or potential survivors shall be considered primary, recovery of bodies secondary in any SAR operation. When SAR activities result in the discovery of a deceased person, or SAR workers assist in the recovery of human remains, the scene commander will ensure compliance with Chapter 68.08 RCW (handling and notification to Coroner).

Per RCW 38.52.010, search and rescue means the act of searching for, rescuing, or recovering persons who have become lost, injured, or are killed as a result of natural, technological, or human-caused incidents.

Per RCW 47.68.380, the aviation division of WSDOT is responsible for the conduct and management of aerial search and rescue activities within the State.

RCW 68.08 describes the process of handling human remains. When search and rescue activities result in the discovery of a deceased person or search and rescue workers assist in the recovery of human remains, the City will comply with this RCW.

Incident Conditions and Hazards

Hazards that could result in the need for SAR operations include, but are not limited to, the presence of large park areas and greenspace in which people, especially children, may become disoriented and lost, necessitating search and rescue efforts. Private aircraft are often used in and around the City, which could result in a SAR situation on the ground or water.

SAR operations may occur as the result of structural collapse, flooding, land movement, missing aircraft, recreational incidents, and/or vulnerable persons that may wander off from their normal living environments.

The City has public and private waterfront on Lake Washington causing a potential for water and/or boating incidents resulting in marine SAR activities.

Incidents may cause building damage or collapse requiring search and rescue operations including heavy rescue, technical rescue, and emergency medical services.

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Planning Assumptions

- The City has limited SAR resources and a widespread incident may quickly overwhelm local and regional SAR capabilities.
- Some community members are likely to initiate their own search and rescue activities in response to an incident.
- Specialized SAR equipment and/or personnel may be damaged or unavailable due to the incident.
- SAR operations may be the result of a natural disaster, acts of terrorism, missing persons, or other incidents.
- The type of SAR mission may vary from an incident where one person is lost or trapped to a multi-person incident.
- Unique conditions related to the incident may vary and dictate the specific type of SAR resources and operations required.
- Support such as helicopters, tracking dogs, and outside specialized groups may take time to assemble and deploy to the incident site.
- Weather conditions may prevent the use of air assets for extended periods.
- Fire personnel, USAR teams, volunteers, outside agencies, and the private sector may be utilized during SAR incidents.
- Official government-endorsed aircraft, to include helicopters and fixed-wing aircraft, may be utilized to assist in City SAR operations.
- Hazardous environments related to emergency conditions may impede search, rescue, and recovery operations. These may include but are not limited to the presence of hazardous materials including chemicals or biological materials, fire or fire conditions, unstable terrain or snowpack, active threat(s) of violence, live electrical wires, or other conditions.

Concept of Operations

General

The Police Department is the lead agency for the coordination of missing or distressed persons search and rescue operations.

During an incident, the PD performs functions that include, but are not limited to, search and rescue of single or multiple persons, recovery and identification of deceased individuals, human remains management, and coordination of wide-area search efforts. All available resources will be leveraged for the extraction and/or evacuation of injured persons and survivors.

Mutual aid agreements exist between Kirkland and the King County Sheriff's Office as well as neighboring law enforcement agencies for assistance in handling incidents within the City limits. This kind of supplemental assistance, when necessitated by an incident, will be requested through the Northeast King County Regional Public Safety Communication Agency (NORCOM) dispatch and/or the Kirkland OEM or Emergency Operations Center (EOC) as appropriate.

PD delegates the lead to the Kirkland Fire Department for coordination and/or operations of USAR and technical rescue activities within the City.

The Kirkland Planning and Building Department supports SAR operations with structural integrity assessment and technical expertise in cases of structural damage or collapse.

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When the incident dictates, the PD may request the Bellevue Police Department Bomb Squad to respond to investigate for explosives during SAR operations.

In King County, the primary resource for wilderness area search and rescue is the King County Sheriff's Office Search and Rescue Unit, which oversees a group of trained volunteers to assist with operations. This resource may be activated through the King County Office of Emergency Management (KCOEM) or the KCSO SAR Coordinator.

SAR operations for missing aircraft are the responsibility of the Washington State Department of Transportation, Division of Aeronautics. The Kirkland Police Department will be responsible for coordinating ground support of these operations as requested and able.

The Kirkland Police Department will leverage their routine practices of monitoring and responding to distress levels of persons involved in a SAR incident. This may include support to the missing person(s), family members, the public, and/or responders.

SAR agencies assisting the City of Kirkland will operate under the direction and control of the Kirkland Police Chief or their delegate while operating within the City.

Kirkland PD will coordinate with other agencies (local, state, federal) under a joint operation to best assess, plan, and respond to the incident.

The PD will leverage all available and appropriate resources for SAR missions, including but not limited to, aircraft, canine teams, non-profit and community groups, and City staff.

Organization

The PD operates under a Chief, Deputy Chief, Lieutenant, Sergeant, Corporal, and Officer rank structure. Mutual aid responders will operate under the direction and control of the Kirkland Incident/Unified Command.

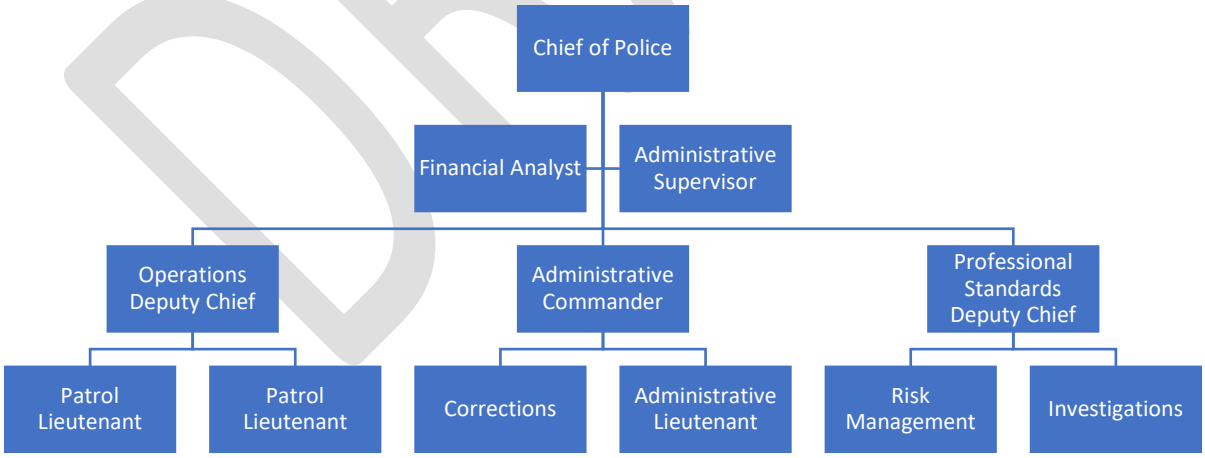

Figure 28 - Police Department Administrative Structure Organizational Chart

The City contracts with the KCSO Marine Unit for marine patrol, enforcement for marine infractions, and responding to distressed boaters or other calls for assistance. The Marine Unit contributes to swimmer rescues, drowning victims, and body recovery, as well as documenting and recovering evidence underwater.

The KCSO is responsible for land and waterborne search and rescue operations within its jurisdictional authority.

The King County Search and Rescue Association (KCSARA) assists the County with search and rescue activities. Oversight of the KCSARA units is provided by the KCSO. Dispatch of these units is initiated by the King County Communications Center.

For technical rescue and/or USAR operations the Fire Department will leverage their existing organizational structure to facilitate operations, see diagram below.

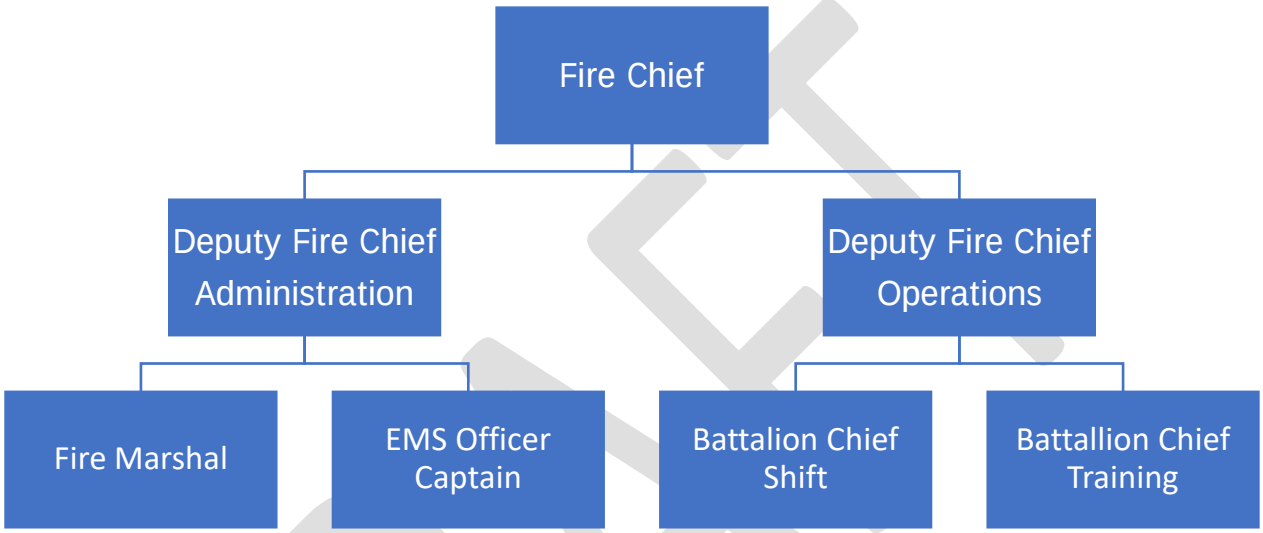

Figure 29 - Kirkland Fire Department Operations Organizational Chart

The WSDOT aviation division is responsible for the conduct and management of aerial search and rescue, including search and rescue efforts involving aircraft.

The KCSARA assists the County with search and rescue activities. Oversight of the KCSARA units is provided by the KCSO. Dispatch of these units is initiated by the King County Communications Center. Other SAR teams may be leveraged during an incident, as available.

A primary local USAR team is the Washington State USAR Taskforce 1 (WA-TF 1), which consists of over 210 team members from agencies from three primary jurisdictions: Seattle, King County, and Pierce County. WA-TF 1 can be deployed via a request to WAEMD to assist with USAR missions. WA-TF 1 primarily resides in Pierce County. Other USAR teams may be leveraged during an incident, as available.

Procedures

The PD will follow departmental policies and procedures during SAR operations whenever possible.

Requests for additional SAR resources from the Incident Commander or their delegate will be facilitated through NORCOM, OEM, and/or the Kirkland EOC, as appropriate, by radio and/or phone.

The PD Incident Command or Kirkland Emergency Manager will request a SAR Mission number from Washington State Emergency Management, as appropriate to the SAR mission, by calling the WAEMD Duty Officer.

The PD will use as many resources as available to appropriately engage the public in SAR missions, including but not limited to social media posts, amber or silver alerts, reader boards, door to door notifications, and public address systems.

PD and Fire will establish Unified Command for USAR incidents; PD will focus on the potential criminal investigation while fire conducts rescue operations.

If assistance from the Planning & Building Department is needed to assess the stability of structures, PD will request OEM and/or the EOC will contact the Department Director or delegate to coordinate resources.

Mitigation Activities

- Identify opportunities for and engage with high-risk individuals and/or their guardians or caregivers to reduce the potential for SAR operations.
- Maintain City parks and green spaces to be well-lit and with clearly marked pedestrian pathways.
- Maintain basic SAR supplies, including but not limited to, responder protective equipment, first aid kits, marking tape, and light sources.

Preparedness Activities

- Train officers and supervisors on the Amber Alert and Silver Alert activation and use protocols.
- Facilitate ongoing training associated with SAR operational procedures and available resources.
- Provide situational awareness of frequent missing persons or known vulnerable persons living in the City during shift briefing.
- PD personnel will direct staff to go onsite at high-risk SAR operational areas, such as parks, to build area familiarization with the locations before an incident.

Response Activities

- Coordinate SAR activities, including joint efforts with response partners.
- Search the immediate area/residence for missing high-risk or vulnerable individuals.
- Assign resources to canvass search area(s) and request additional resources, as appropriate to the incident.
- Request a SAR Mission number from WAEMD.
- Disseminate public information and monitor messaging related to SAR operations, including interacting with the media.
- Perform investigation, secure evidence, and manage criminal components of SAR operations.
- Notify next of kin of decedents.

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Recovery Activities

- Restock SAR supplies, as the supply chain supports, to at least pre-incident levels.
- Participate in incident debriefs and/or After-Action Reviews/reports related to the SAR mission.
- Provide peer or professional mental health support to the public, City staff, or others as identified, and as appropriate resources allow.
- Notify WAEMD of the termination and disposition of SAR missions.

Responsibilities

Lead Agency – Police Department (PD)

- Lead SAR missions, including serving at Incident Command and coordinating City and partner SAR resources.
- Inventory personnel and equipment and review policies and procedures governing SAR operations.
- Obtain a SAR mission number from WAEMD.
- Deliver or assist appropriate agencies with next of kin notifications.
- Oversee investigative aspects of SAR missions.

Support Agencies

Kirkland Office of Emergency Management (OEM)

- Obtain a SAR mission number from Washington State EMD, if requested to do so by IC.
- Facilitate coordination of SAR mission support resources.
- Active the Kirkland EOC as appropriate to support the incident.
- Approve registration of spontaneous volunteers in accordance with WA State Emergency Worker regulations.
- Facilitate and assist with alert, warning, and public information efforts.

Fire Department

- Coordinate initial near-shore water rescue operations.
- Conduct and coordinate heavy structural collapse and technical rescue SAR operations.
- Provide medical care and support to SAR personnel and located/rescued survivors, as resources allow.

Kirkland Planning and Building Department (P&B)

- Provide trained engineering personnel for technical support in the assessment of structural damage or stability of the involved structure(s).

Kirkland Public Works Department (PW)

- Provide heavy equipment and personnel to assist with the removal of debris, as resources allow.
- Provide barriers, reader boards, or other logistical resources as requested by Incident Command, OEM, or the EOC.

Bellevue Police Department – Bomb Squad

- Support the clearing and securing of devices at structures believed to be threatened or impacted by an explosive device.

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King County Sheriff's Office (KCSO)

- Support land SAR operations with available and appropriate resources include but not limited to personnel, air assets, and affiliated volunteers.
- Support water SAR efforts with Marine Patrol and Dive Team personnel and equipment, as requested and resources allow.
- Support the clearing and securing of devices at structures believed to be threatened or impacted by an explosive device.

Washington State Military Department Division of Emergency Management (WAEMD)

- Supply mission number for SAR operations.
- Process City's requests for state or federal SAR resources.

Washington State Department of Transportation- Division of Aviation

- Support land SAR operations by providing aircraft and/or air operations support.

Urban Search and Rescue Teams

- Provide technical resources and support for SAR operations as requested and able, based on resources and scale of the incident.

United States Coast Guard (USCG)

- Provide technical resources and support for water-based SAR operations as requested and able, based on resources and scale of the incident.

Resource Requirements

Resource requirements may include specialized responders (paid and/or volunteer; and equipment and supplies, including communications equipment, to address incident needs.

References

Kirkland Police Department Lexipol Policy Manual
Kirkland Police Department Emergency Management Plan (Kirkland PD Lexipol Policy 201.1).
Kirkland Police Rapid Response and Deployment Plan (Kirkland PD Lexipol Policy 412).
King County Comprehensive Emergency Management Plans, ESF 9 Search and Rescue
Washington State Comprehensive Emergency Management Plan, ESF 9 Search and Rescue
National Response Framework, ESF 9 Search and Rescue
RCW 38.52, Emergency Management
WAC 118, Military Department (Emergency Management)
MOU's: Bellevue, Seattle, KCSO

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Emergency Support Function 10: Hazardous Materials

Lead Agency

Kirkland Fire Department

Support Agencies

Kirkland Office of Emergency Management (OEM)

Kirkland Public Works Department – Spill Response Team

Kirkland Police Department (PD)

Eastside Hazardous Materials Response Team (EHMT)

Northeast King County Regional Public Safety Communication Agency (NORCOM)

King County Local Emergency Planning Committee (LEPC)

King County Office of Emergency Management (KCOEM)

Public Health – Seattle & King County (PHSKC)

Washington State Department of Ecology (DOE)

Washington State Department of Health (DOH)

Washington State Patrol (WSP)

Washington State Emergency Management Division (WAEMD)

United States Coast Guard (USCG)

United States Environmental Protection Agency (EPA)

Regulated Facilities

Introduction

Purpose

The purpose of ESF 10 Hazardous Materials (HazMat) is to describe the coordination of HazMat incidents within, or that may impact, the City of Kirkland.

Scope

This ESF addresses responses to accidental or intentional discharges or releases of HazMat within the City. It is intended to complement and coordinate with existing hazardous material response plans utilized by the Public Works Spill Response Team, the Kirkland Fire Department, and the EHMT. The EHMT is a regional specialized mutual aid response group made up of HazMat trained fire personnel from King County Zone 1 fire departments, including Kirkland staff.

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Policies

Washington Administrative Code (WAC) 118-40 – Hazardous chemical emergency response planning and community-right-to-know planning.

WAC 173-303-154 – Spills and discharge into the environment, defines responsibility for cleanup and recovery following a HazMat incident.

WAC 296-305-03002 – Hazardous materials outlines safety equipment for fire department personnel involved in HazMat incidents.

WAC 296-824-300 - Training requires training for employees involved in emergency response operations for releases of hazardous substances.

WAC 296-824-500 – Incident Requirements outlines how decontamination and incident termination procedures shall be performed.

Revised Code of Washington (RCW) 70.136 – Hazardous Materials Incidents outlines requirements for HazMat incident response.

RCW 4.24.314 – Person causing hazardous materials incident-responsibility for incident clean-up-Liability dictates responsibility for HazMat cleanup for transportation-related HazMat incidents.

King County Board of Health Title 10, Solid Waste Regulation, Chapter 10.80 identifies PHSKC as the lead agency for screening small amounts of suspect hazardous and non-regulated materials.

2015 Washington State Building Code – Chapter 3 defines the classification of buildings and structures as to use and occupancy.

The National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit outlines documentation standards for spills in the City.

National Fire Protection Agency (NFPA) 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents 8.1.2.2 (d) requires an IAP for HazMat incidents.

Kirkland Municipal Code (KMC) 15.52.090 – Illicit Discharges and Connections prohibits the illicit discharge of materials other than stormwater into the municipal storm drain system and/or surface and ground waters.

Section 105 of the International Fire Code as adopted by the City KMC 21.20 states that the City's Bureau of Fire Prevention is responsible for administering hazardous materials permit and inspection programming.

Kirkland Fire Department Policy 319 – Hazardous Materials Response outlines the Department's response plan for HazMat incidents.

Public Law 99-499, the Superfund Amendments and Re-Authorization Act of 1986 (SARA Title III) authorizes the Emergency Planning & Community Right-to-Know Act (EPCRA) and establishes requirements for the Local Emergency Planning Committee (LEPC).

Situation

Incident Conditions and Hazards

The King County LEPC tracks sites in Kirkland that house reportable amounts of hazardous materials; a process that is dependent on the person in possession of such products making a timely notification. This process could place responders and/or the community at risk for injury and/or exposure as failure to provide timely reports means responders may not have the full details of a HazMat risk during an incident.

Interstate 405, a major distribution and transportation route of hazardous and regulated materials, runs through the City. This places the community and environment at risk for impacts related to releases or traffic incidents involving the carriers.

The Olympic pipeline runs the length of the eastern border of the City primarily within the City of Redmond. The pipeline turns west and runs through the northeast corner of the City of Kirkland in the Kingsgate neighborhood. The Olympic Pipeline is a large, 16-inch diameter, pipeline transporting multiple types of liquid fuels both north to Bellingham and South to SeaTac. A rupture or release from this pipeline could cause death, injury, and/or property or environmental damage.

Planning Assumptions

- HazMat incidents can occur anywhere at any time with little to no notice.
- A HazMat incident could cause the temporary relocation of residents, businesses, and/or City operations.
- HazMat may be intentionally or unintentionally released during natural or human-caused incidents.
- HazMat incident response may involve isolation, evacuation, and/or shelter in place strategies to protect residents, businesses, and responders from the release.
- Household chemicals can cause a HazMat incident.
- Illegal drug labs, terrorist activities, or other criminal activities may create or cause HazMat incidents.
- Procedures for response will vary based upon the location of the HazMat release, the type of material involved, and the population affected.
- Not all products will be reported to the King County LEPC, despite legal requirements.
- Weather conditions could impact the duration or extent of a HazMat spill that occurs outside the City limits to potentially put areas of the City at risk.
- HazMat may be in gas, liquid, or solid form and may change form when exposed to environmental factors including but not limited to heat or cold, water, air, or light.
- Kirkland businesses will report product storage to the King County LEPC.
- Kirkland businesses will implement mitigation measures to prevent HazMat incidents, will have basic spill response supplies on-site, and will report spills/releases immediately.
- It may be unsafe or impractical to move or evacuate a population during a HazMat incident.
- The choice of protective actions will depend on many factors including the magnitude, severity, and urgency of the situation, the characteristics of the area, the affected population, weather, and road conditions.
- Emergency exemptions may be needed for the disposal of contaminated materials.

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Concept of Operations

General

The City endeavors to mitigate the risk and thus need for response to and recovery from HazMat incidents through public/business education programs and technical support to businesses.

The City manages HazMat incidents through a combined effort of the Public Works – Spill Response Team and the Fire Department, and when appropriate the Police Department.

The Fire Department is a member of the EHMT. Members are trained to the HazMat Technician Level and/or the HazMat Incident Commander (IC) level. The primary response vehicle for the EHMT rotates between Zone 1 fire stations throughout the year; radiation survey meters and dosimeters are stored on the vehicle.

Public Works personnel support hazardous material incidents not requiring the use of PPE and assisting with notification to County or State agencies.

Public Works Spill Response Team staff are trained to the Hazardous Materials Awareness level. Examples of materials that prompt response from Public Works staff include sediment, concrete slurry, soap, vehicle fluids such as diesel or antifreeze, sanitary sewer, and paint.

When there are concerns of unknown materials and/or flammable or threat to life and safety, Fire and/or the DOE lead the response with assistance from Public Works.

Response efforts may include warning the public, containment and stabilization of a site, requests for local experts, notification of state and federal response and regulatory agencies, requests for cleanup resources, recovery of the response and clean-up costs, and post-incident monitoring of the site.

If evacuation is necessary, routes of egress will be determined at the time of incident dependent on weather, wind direction, traffic flow, and additional conditions that may affect routing.

The EPCRA states that the LEPC is responsible for planning and coordinating HazMat information. The King County LEPC, facilitated by KCOEM, plans for unincorporated areas of King County and for political jurisdictions within the county that do not have their own LEPC. The City of Kirkland utilizes the King County LEPC to coordinate and share HazMat information.

SARA Title III requires that all facilities with HazMat report specified types and quantities of HazMat to the LEPC. Facilities are also required to maintain and provide, to the LEPC, plans for the warning, notification, evacuation, and site security under these regulations.

The King County LEPC Emergency Resource Plan addresses the exercise of local capabilities, location of facilities reporting inventories of HazMat, and provides the public with related information as requested.

Legislation defines several partner agencies as the IC for specific locations or types of hazardous material incidents. The City will support these agencies, as appropriate, during an incident, ideally through a Unified Command. The Washington State Patrol is the designated IC

for HazMat incidents occurring on State roadways, the US Coast Guard is lead for incidents on Lake Washington, and the Washington State Department of Health is the lead for incidents involving radioactive materials. Each agency may provide technical personnel and equipment, advice and guidance regarding health hazards, investigation services, and technical assistance with sample collection, laboratory analysis, risk assessment, and/or control and clean-up measures for incidents.

The DOE may provide on-scene coordination, technical information, containment, cleanup, disposal and recovery, environmental damage assessment, chemical analysis, and evidence collection for enforcement actions related to major non-radioactive HazMat incidents.

Illicit discharges from the municipal storm system into the waters of the state will require notification to the DOE. The King County Sherriff's Office Marine Unit may be called upon for assistance with water spill response.

PHSKC and the DOE are the lead agencies for recovery from HazMat incidents. It is the obligation of the responsible party to arrange the cleanup of a HazMat release site. If the site is abandoned, or the responsible party is unable to pay for cleanup or cannot be identified, the DOE and/or the EPA will take the lead on-site cleanup. PHSKC is the lead agency for screening suspect hazardous and non-regulated small quantity HazMat for proper disposal that might be generated from cleanup sites.

Organization

The Kirkland Fire Department and Public Works have responsibility for responding to HazMat incidents, often in partnership with external agencies. It is the practice of the City to establish a Unified Command structure when more than one agency is involved in incident management; however, the City recognizes legal authorities designate representatives from specific agencies as IC and will partner as necessary to respond to and recover from HazMat incidents.

In King County, Fire HazMat response is conducted as a Zone response. Several fire agencies in each zone contribute technician-level responders and cached equipment to HazMat incidents. There is one Eastside Fire Hazmat Team comprised of equipment and personnel from Kirkland Fire along with the Bothell, Redmond, Bellevue, Issaquah, and Woodinville Fire Departments.

Public Works Water Quality Program staff are called upon for non-hazardous spill elimination, containment, and cleanup, including maintenance of public infrastructure. Public Works also conducts spill incident documentation and/or investigation and assists with notification of County or State agencies.

Partner agencies have their own internal organizational structures and will coordinate efforts with Kirkland responders through IC/UC structures.

Procedures

When there is an immediate threat to life safety and community actions are necessary to mitigate risk due to a HazMat incident, the IC may notify the public by use of Reverse 911, the Emergency Alert System (EAS), and/or Wireless Emergency Alert (WEA) system, local news reports, or door-to-door contacts. The IC, via radio and/or phone, makes the request for NORCOM, Emergency Management, or an alternate public safety alerting point (PSAP) to issue

a public warning by providing the exact wording and geographical area for the message as described in Emergency Support Function 2: Communications, Information Systems, and Warning.

The OEM receives incident reports from the National Response Center (NRC) via email from either WAEMD or KCOEM and shares them with the Kirkland Spill Response Team and/or Fire Department, as appropriate.

Spills are reported by both internal staff and external customers/residents by calling 911 for emergency situations or the Kirkland Spill Team at 425-587-3900 or erts@kirklandwa.gov for non-emergent situations, 24/7. Water quality concerns, spills, and illicit discharges to municipal storm system should be reported to the Kirkland Spill Hotline, 425-587-3900 and documented per the NPDES Western Washington Phase II Municipal Stormwater Permit. The Spill Response Team may notify the Fire Department as appropriate the level of response.

The City notifies external response partners of spills including, but not limited to, the WA Department of Ecology's Environmental Report Tracking System (ERTS), the National Response Center (NRC), the WA State Department of Fish and Wildlife, the Washington State Emergency Management Division (WAEMD), or the Puget Sound Clean Air Agency directly via phone call per the Standby Response Procedures and the Notification Checklist in the Standby Manual.

HazMat incidents may require limiting access to the incident scene. Physical demarcation of the hot (exclusion), warm, and cold zones shall be determined and established using product-specific data guided by the United States Department of Health Pipeline and Hazardous Materials Safety Administration (PHMSA) Emergency Response Guidebook (ERG), transport paperwork/manifest, Material Safety Data Sheet (MSDS), or other credible sources. The zones may be marked with barrier tape, cones, vehicles, or other visual markers. As the incident progresses the zones may be adjusted. Emergency responders should be alert to the indication of the presence of radiological materials. In the absence of medical emergencies in the hot zone, an entry should not be made until an operational radiation survey meter is available.

The selection of protective clothing will depend on the perceived and/or confirmed hazardous material and potential method(s) of exposure as determined in the substance identification process. Emergency responders shall wear positive pressure self-contained breathing apparatus (SCBA) in the hot zone and during the initial stages of decontamination until air quality has been determined safe. Personnel at the scene will attempt to minimize contact with hazardous substances whenever possible.

Mitigation Activities

- Promote household hazardous waste education, collection, and proper disposal programs.
- Minimize the amount of HazMat stored and used by City Departments and programs.
- Conduct code and permit inspections for High-Hazard Group H occupancies using, handling, or storing reportable quantities of HazMat as classified by Chapter 3 of the Washington State Building Code.
- Participate in the King County LEPC.
- Stock supplies for response, containment, and basic cleanup of HazMat incidents.

Preparedness Activities

- Train City staff to an appropriate level of HazMat response operations based on their position.
- Participate in regional HazMat response team planning efforts.
- Conduct drills and exercises to test HazMat plans, training, equipment, and procedures.
- Maintain a working relationship with partner agencies.
- Maintain updated contact information for trained personnel and support agencies.
- Verify HazMat and spill response supplies are stocked on fire units daily.

Response Activities

- Respond to HazMat incidents.
- Gather information and situation status from departments and agencies supporting ESF 10.
- Request additional response and support resources depending on the size and complexity of an incident.
- Notify appropriate federal, state, and county agencies of a HazMat incident based on type, size, location, and complexity.
- Coordinate investigation with Fire Prevention and/or Law Enforcement.
- Coordinate cleanup of spills and decontamination of equipment.
- Facilitate decontamination of responders, equipment, community members or assets, and the environment.
- Create an Incident Action Plan (IAP).

Recovery Activities

- Decontaminate equipment and restock consumable supplies.
- Facilitate health checks for all response personnel that entered into hot or warm zones.
- Properly dispose of expended or soiled supplies.
- Monitor cleanup efforts for progress and worker safety.
- Provide technical content to the City Communications Manager for messaging related to cleanup efforts/progress.
- Complete an After-Action Review (AAR) for each HazMat incident.

Responsibilities

Lead Agency – Kirkland Fire Department

- Respond to HazMat incidents, including providing emergency medical care and transportation, control and containment of a hazardous material release or fire involving HazMat, and other operations that may be necessary to manage the incident.
- Act as IC for HazMat incidents, except for situations where WSP, the USCG, or other agencies are designated as IC per law.
- Follow the operational policies set out in Fire Department Directive 319 – Hazardous Materials Response.
- Coordinate response activities with the Eastside HazMat Response Team and/or partner agencies, if the incident exceeds the capability of the initial responders
- Notify the agencies responsible for clean-up and disposal of HazMat releases.
- Identify HazMat risks during incident response.
- Initiate and facilitate evacuation and/or shelter in place orders.

Support Agencies

Kirkland Office of Emergency Management (OEM)

- Forward incoming NRC reports to appropriate departments.

Kirkland Public Works – Spill Response Team

- Respond to spills as notified by the community, OEM, fire, and/or police.
- Provide equipment and personnel to assist in the containment of a HazMat release as appropriate to training.
- Monitor and protect the drinking water and wastewater systems from spills as able.
- Provide public education on spill prevention, containment, and disposal programs.
- Assist with temporary storage and/or disposal of response materials and hazardous substances.

Kirkland Police Department (PD)

- Assist with community notification and/or evacuation, crowd, and traffic control on/or near the HazMat incident scene when able and safe to do so.
- Participate in and/or investigate HazMat incidents with known, perceived, or potential illegal/criminal activities.

Eastside Hazardous Materials Response Team (EHMT)

- Respond when dispatched by NORCOM.
- Operate in accordance with Eastside HazMat Team Operating Guidelines. Maintain operational readiness of Zone 1 HazMat vehicle and response equipment stored on the vehicle.
- Identify the need for additional personnel and agency expertise; coordinate requests for assistance.

Northeast King County Regional Public Safety Communication Agency (NORCOM)

- Dispatch first responders to HazMat incidents.
- Disseminate public alerts and warnings for HazMat incidents, as requested by IC or OEM.

King County Local Emergency Planning Committee (LEPC)

- Provide information about chemicals in the community to residents.
- Process EPCRA reports.
- Facilitate local jurisdiction LEPC involvement.
- Maintain records of annual Tier II reports and Clean Air Act documents provided by facilities.
- Provide material and contact information on HazMat regulated facilities as requested and able.

King County Office of Emergency Management (KCOEM)

- Manage the King County LEPC.
- Develop the HazMat Support Annex for the County CEMP.
- Disseminate alerts and warning for HazMat incidents as requested and able.
- Provide NRC reports involving Kirkland to the City OEM.

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Public Health – Seattle & King County (PHSKC)

- Perform testing of water and/or soil for identification of contamination.
- Provide technical assistance related to health and medical issues.
- Promote and protect public health in HazMat incidents.
- Assist with HazMat related investigation and mitigation to water and sewer utilities.
- Direct the closure of contaminated sites.
- Determine when a contaminated site is safe to reoccupy/reopen.
- Provide information to the public on the health effects of, and how to avoid contamination from, HazMat.

Washington State Department of Ecology (DOE)

- Provide on-scene coordination, technical information on contamination, clean-up, disposal and recovery, environmental damage assessment, laboratory analysis, and evidence collection for enforcement actions for non-radiological environmental threats.
- Assume responsibility for removal of HazMat, including those held in interim storage by the City.
- Develop, implement, and maintain an EPCRA, Community Right to Know Program, including data management, Community Right to Know reports, and notifications for the State Emergency Response Commission (SERC).

Washington State Department of Health (DOH)

- Act as lead for radiological HazMat incidents.

Washington State Patrol (WSP)

- Act as the IC and coordinate response with local jurisdictions for HazMat incidents on State roadways.
- Assist with the investigation of HazMat incidents where illegal/criminal activities may be involved, as appropriate.

Washington State Military Department – Emergency Management Division (WAEMD)

- Disseminate notifications from the NRC to local jurisdictions.

United States Coast Guard (USCG)

- Act as the IC for spills of HazMat or petroleum products occurring on navigable waterways and direct the response to such spills.
- Provide notification of HazMat incidents to appropriate authorities through the NRC.

United States Environmental Protection Agency (EPA)

- Act as the IC for spills of HazMat or petroleum products occurring on inland waterways – when requested or when local agencies exceed capability.

Regulated Facilities

- Identify the location of stored HazMat.
- Designate a Facility Emergency Coordinator to act as the contact for the facility and HazMat information.
- Report chemical inventories to the SERC, LEPC, and local Fire Department.
- Submit Tier Two-Emergency and Hazardous Chemical Inventory Report as required.
- Prepare HazMat plans and provide copies to the King County LEPC as required.

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- Notify 911 and/or the Kirkland Spill Hotline when a HazMat spill or release occurs at their site.
- Include evacuation routes and methods of evacuation for employees and visitors in HazMat plans.

Resource Requirements

Resource needs may include technical specialists trained in hazmat response; and equipment and supplies intended to mitigate and manage hazmat incidents.

References

Fire Department Policy Directive 319 – Hazardous Materials Response
Kirkland Public Works Spill Response Manual
Kirkland Fire Department Daily Rig Check Forms
Eastside Hazardous Materials Team Standard Operational Guidelines.
King County Fire Resource Plan
King County Local Emergency Planning Committee Operating Guidelines
King County Local Emergency Planning Committee (LEPC) Hazardous Materials Plan
Washington State Fire Services Resource Mobilization Plan
National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit
The Emergency Planning & Community Right-to-Know Act (EPCRA), authorized by the Superfund Amendments and Re-Authorization Act of 1986 (SARA Title III)
RCW 70.136.030 – Incident command agencies-Designation by political subdivisions
RCW 70.136.035 – Incident command agencies
WAC 173-303-154 – Spills and discharge into the environment
WAC 296-305-03002 – Hazardous materials
WAC 296-824-300 - Training
WAC 296-824-500 – Incident Requirements
King County Board of Health Title 10, Solid Waste Regulation, Chapter 10.80
US Department of Transportation and Transport Canada, *Emergency Response Guidebook* (ERG)

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Emergency Support Function 11: Agriculture and Natural Resources

Lead Agency

Kirkland Parks & Community Services Department (PCS)

Support Agencies

Kirkland Green Partnership

Kirkland Arts Commission

Kirkland Public Works Department (PW)

Kirkland Police Department (PD)

Kirkland Planning and Building Department (P&B)

The King County Department of Natural Resources (DNRP) Water and Land Resources Division

King County Historic Preservation Program (HPP)

Cascade Water Alliance

Northshore Utility District

Woodinville Utility District

Seattle Public Utilities

Public Health – Seattle & King County (PHSKC)

Washington State Department of Agriculture

United States Department of Agriculture

Non-Governmental Organizations (NGOs)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 11 Agriculture and Natural Resources is to describe the coordination of food safety and supply management, animal and plant disease outbreaks, and sustainment of natural, cultural, or historical resources in Kirkland during an incident.

Scope

This ESF addresses the safety, procurement, and distribution of food and water supplies, response to animal or plant disease outbreaks, and the preservation and restoration of natural, cultural, or historical sites, facilities, or assets in the City.

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Policies

Kirkland Resolution R-4986 adopted the 2013 Kirkland Urban Forestry Strategic Management Plan.

The Kirkland Sustainability Master Plan, as adopted in Resolution R-5457 outlines policies for the care and sustainability of the natural environment and ecosystems.

Kirkland Cultural Arts Commission Bylaws outlines the purpose and guiding principles for the Kirkland Cultural Arts Commission (KCAC)

Kirkland Municipal Code (KMC) Chapter 90 – Critical Areas outlines guidance for the care and maintenance of sensitive natural areas including wetlands, streams, minor lakes, fish and wildlife habitat conservation areas, and frequently flooded areas.

Kirkland Zoning Code 115.20 – Animals in Residential Zones outlines the allowable number of pets and animals kept for accessory use in zones where dwelling units are permitted.

King County Code (KCC) 20.62 – Landmarks directs the King County Historic Preservation Officer to maintain a compilation of information on significant historic resources known as the Historic Resource Inventory (HRI).

Revised Code of Washington (RCW) 27.53 – Archaeological Sites and Resources, establishes penalties for disturbing known archaeological sites on either public or private land without a permit from the Washington State Department of Archaeology and Historic Preservation.

RCW 27.44 – Indian Graves and Records, describes procedures for responding to discoveries of human skeletal remains and establishes penalties for knowing disturbance of Native Indian cairns, graves, and rock markings.

RCW 68.50 – Human Remains, requires notification of the County Medical Examiner when human remains are discovered.

RCW 43.21C – State Environmental Policy establishes the State Environmental Policy Act (SEPA) which requires consideration of historic and archaeological resource impacts in reviewing, conditioning, and approving land use and other actions subject to the Act.

WAC 246-215 – Food Handling guides best practices for handling, preparing, and distributing food to community members. Prepared and distributed food will be done in compliance with the standards laid out in the WAC.

WAC 16 – Department of Agriculture guides agricultural protocols and responses related to animal and crop diseases and pests.

Public Law 115-270 – America's Water Infrastructure Act of 2018

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Situation

Incident Conditions and Hazards

The City is a vibrant recreational community that values the environment, open spaces, and cultural and historical assets. Hazards that could cause damage to infrastructure, loss of power, or roads, may result in a lack of ability to maintain food safety and distribution. The presence of domestic and wild animals places the City at risk for possible disease outbreaks. In addition to Lake Washington, the small lakes in the City increase the potential and risk of waterborne disease outbreaks.

Food or water storage or supply chains may become compromised by power outages, transportation interruption, the introduction of contaminants, plant and animal-borne disease, local or regional flooding or drought, sabotage, or other criminal activity.

Although the City is not "old" by historical measures, there are some cultural and historical sites, such as Heritage Hall, the Peter Kirk Building, the Shumway Mansion, and a number of other historic homes and private properties that could negatively impact the community if they were to be damaged or destroyed by an incident. Damages to cultural and historic assets may be direct or indirect. For example, direct damage may be caused by ground movement, severe weather, or terrorism. Secondary damages may occur or be discovered during repair or replacement of adjacent non-historic facilities.

Kirkland does not have any designated agricultural land or farms within City limits. There is a limited amount of livestock, primarily horses for recreational purposes, within the City. Equestrian owners are expected to have the resources to manage the needs of their animals.

Planning Assumptions

- The City may not have the infrastructure or resources to provide food and water to the whole community.
- Some plant diseases are very infectious and can be difficult to identify, isolate, control, and eradicate.
- The Washington State Department of Agriculture, in collaboration with identified stakeholders and legal authorities, will provide guidance for managing animal and/or plant disease outbreaks.
- If not handled properly, food, water, and donated goods can become vehicles for illness or disease transmission.
- Unsolicited donations of food and goods may arrive and the City may have limited capacity to process and/or distribute them.
- Some donated items may not be appropriate for use and may have to be disposed of.
- Cultural heritage institutions (such as museums, libraries, and historical societies) may have sensitive collections that require specific actions for protection or preservation.
- Cultural, historical, artworks, or green spaces may be damaged, destroyed, or lost in an incident.
- The City may utilize Commodity Points of Distribution (CPOD) to deliver items to the community.
- The City may need to coordinate with non-profit and/or private sector organizations for the management of food, water, and donated goods.

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- The City may coordinate with local, county, state, and federal partners to assess, protect, preserve, conserve, and restore natural resources and/or cultural sites.
- PHSKC will provide information on measures to be taken to reduce contamination of food and water, as well as information and recommendations for the safe storage and distribution of emergency food.
- If a possible foreign animal/insect/crop/disease is confirmed in Kirkland, federal, state, and/or county agencies may take lead for the incident.

Concept of Operations

General

The City intends to establish a Mass Care Workgroup (MCW) to coordinate and manage the missions associated with caring for the community. It is expected that the topics covered in this ESF would be represented in that workgroup by one or more City staff. Based on the incident the MCW will include representatives from Public Health and government and non-government partners with a role in food safety and distribution, animal and disease outbreak, and natural, cultural, and/or historical care and preservation.

Management, procurement, and distribution of food and water for community members and emergency workers will be coordinated by the MCW and/or the EOC.

City staff will coordinate with partners who provide drinking water and/or nutritional services to identify needs and facilitate the supply and distribution of food and water. The resources necessary to fulfill the response and recovery needs of this ESF may vary widely. Inspection and testing staff and analytical laboratories may be needed to assist in identifying hazards.

The Kirkland Cultural Arts Commission (KCAC) is a volunteer advisory board that helps implement public art vision and installation in the City, manages and curates the City's public art collection, and reviews proposed public art and cultural acquisitions. The KCAC also reviews and advises the City on memorial artwork installations during normal operations and may assist with this task during recovery. The National Parks Service may also advise the City on the development and implementation of incident memorials. The PCS Maintenance Division oversees maintenance, care, and repair of City-owned public artworks.

The City contracts with the KC HPP to preserve and protect cultural and historic resources including archaeological sites, buildings, structures, objects, districts, historic sites, and burials. The HPP also documents and evaluates cultural and historic resources to determine significance, regulating changes to landmark properties, and providing technical assistance to the City. PCS maintains the Heritage Hall and Centennial Gardens site. During an incident, the KC HPP assists the City with the identification and recognition of historic and cultural sites and helps guide planning to make any needed repairs or restoration to those sites without affecting their cultural or historic significance.

The KC DNRP Water and Land Resources Division conducts limited water quality testing of swimming beaches, which in Kirkland include Juanita Beach, Houghton Beach, and Waverly Beach during the summer months and may be leveraged during an incident to support environmental assessment The King County Water and Land Resources division also provides weekly water quality data, which PHSKC may use to recommend beach closures. The City

follows the guidance of Public Health – Seattle & King County for the closure of swimming beaches due to bacterial or algal toxins in the water.

Organization

The MCW will identify and create plans to coordinate the procurement of food and water for distribution during an incident. The workgroup will invite the appropriate representative(s) with responsibility for agriculture and natural resources to work with the City to respond to and recover from incident impacts for their area of expertise.

The PCS Department maintains parks and open spaces within the City. The Green Kirkland Partnership under the PCS guides the management and restoration of City-owned natural areas in the City. The PCS department works with PHSKC, the State and Federal Departments of Agriculture, and other response partners to respond to incidents of animal, zoonotic, or plant disease(s).

The Planning and Building Department is responsible for urban forestry and related response efforts for the City.

The Planning and Building Department contracts with the King County HPP to identify, evaluate, and protect historic and archaeological resources. The HPP facilitates preparedness for landmarks and may inform property owners and the City about best practices for protection, preservation, and avoiding unnecessary damage or demolition following an incident.

Procedures

The PCS Department leverages daily operational procedures to manage incidents, expand capability, and request additional support depending on the incident. PCS management calls in staff based on seniority, which position/team is needed, or based on a pre-planned volunteer list of staff willing to work additional hours. The PCS staff maintain and clean waterfront shorelines daily. In an incident where more significant cleanup may be required, PCS coordinates with the appropriate agency to coordinate the response, which may include other City Departments or outside agencies such as KC DNRP, the WA Department of Ecology, or the WA Department of Fish and Wildlife.

Through the EOC and MCW, the Kirkland Commodity Point of Distribution (CPOD) Plan will be utilized to distribute food, water, or other supplies to the public. Emergency Support Function 6: Mass Care, Housing, and Human Services and the CPOD plan detail the procedures for implementation.

The PW Water Division operates and maintains the City's water infrastructure daily and will leverage these processes to manage and respond to an incident affecting the water system. Seattle Public Utilities performs most of the sampling and treatment for Kirkland's drinking water as part of their service delivery contract. Reports of water quality are provided to Kirkland PW Water Manager who will notify, by phone, appropriate departments and/or leaders if there is a concern with or contamination of the water system.

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The Shoreline Master Program (SMP) outlines response activities for algae blooms and other shoreline water quality and preservation issues, including but not limited to notifications by phone and/or email, monitoring and testing processes, and mitigation and/or safety actions.

When the City initiates a construction project the city leverages the KC HPP database to identify historical areas or structures that may be impacted by the project. If historic or cultural assets are identified, the City develops a plan to address the protection of the asset while performing work.

The CMO will serve as a liaison to the KCAC via email, phone, or in-person or virtual meetings.

The King County DNRP Water and Land Resources Division notifies the City, via phone or email, if they identify a population of noxious weeds that the City is required to address. When notified by KC DNRP, the IT GIS group adds the location and population information to the City GIS interactive mapping portal on the City website. Depending on the location, either PW maintenance staff or PCS maintenance staff implement a treatment plan following Integrated Pest Management (IPM) practices which may include but are not limited to control with manual, mechanical, or chemical strategies applied by staff licensed through the WA Department of Agriculture and using herbicides pre-approved by the WA Department of Ecology.
The DNRP notifies identified City staff, via phone or email, if a beach exceeds normal fecal amounts and needs to be closed for public health and safety. PCS maintenance staff place pre-printed closure signs, provided by KC DNRP, on the affected beach. PCS staff monitors the situation and removes the signage reopening the beach when DNRP advises it is safe to do so.

Mitigation Activities

- Maintain limited supplies of emergency food and water at key City facilities.
- Perform maintenance that increases resiliency to hazards in City-owned natural spaces.
- Reinforce City-owned historic and/or cultural buildings and structures for hazard risk reduction.
- Conduct an assessment of the water system every 5 years per the American Water Infrastructure Act.
- Implement the City of Kirkland Urban Forest Management Plan to protect and maintain natural resources.
- Harden City water infrastructure with adaptive pipes and connections to increase resistance to failure from ground movement.
- Implement pre-incident restoration projects optimizing ecological function.
- Incorporate climate change adaptation strategies into existing and future forest and natural area plans.
- Conduct a review of the Shoreline Master Program (SMP) at least every 8 years and make updates as needed.
- Maintain stock of pre-printed, multi-language signage for beach closures due to water quality issues or concerns.

Preparedness Activities

- Identify local resources for the acquisition of food, potable water, and ice.
- Maintain relationships and updated contact information for ESF 11 personnel and support agencies.
- Educate the public and businesses on protection, mitigation, and recovery measures

associated with agriculture, cultural, natural, and/or historical assets.

Response Activities

- Assess, stabilize, and/or protect City-owned natural, cultural, and/or historical assets.
- Participate in the Mass Care Workgroup
- Establish Commodity Points of Distribution (CPODs)
- Monitor and contain disease outbreaks or outbreaks of noxious plants
- Verify incident response efforts do not adversely affect historical or cultural sites, to the extent possible.
- Assess and make efforts to meet the nutritional needs of the community when normal food resources are not otherwise available.
- Assess and make repairs to the City's water delivery infrastructure and coordinate with water suppliers.

Recovery Activities

- Repair and restore City-owned historical, natural, cultural assets, as able.
- Replant or replace damaged vegetation on City property.
- Disposition of diseased and/or deceased animals.
- Restock expended supplies.

Responsibilities

Lead Agency – Parks & Community Services Department

- Coordinate procurement, delivery, distribution of nutritional services including food and water through the MCW.
- Support and/or lead CPOD implementation and operations.
- Coordinate with Public Health – Seattle & King County, Kirkland Animal Control, and the Department of Agriculture related to response to plant or animal threats or disease in the City.
- Coordinate protection, repair, and/or restoration of City-owned public art from incident impacts, if possible.
- Coordinate response and recovery efforts related to natural areas in an incident.

Support Agencies

Kirkland Public Works Department

- Monitor, report, and manage impacts to the City-owned drinking water infrastructure.
- Coordinate drinking water supply and quality with providers.
- Support CPOD implementation and logistical resource needs.

Kirkland Police Department (PD)

- Assist with establishing the security and protection of food, water, and donated goods when possible.
- Investigate damage to and/or destruction of historical, cultural, or natural assets when human-caused impacts are suspected.

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Kirkland Planning and Building Department (P&B)

- Maintain the City's Urban Forestry program and coordinate tree and forestry issues related to incidents.
- Maintain inventory of City-owned natural/cultural/historical assets.

King County Department of Natural Resources (DNRP) Water and Land Resources Division

- Conducts limited water quality testing of swimming beaches.
- Notify the City if made aware of the presence of noxious weeds or other water quality issues.

King County Historic Preservation Program (HPP)

- Issue permits for the repair of damage to designated landmarks.
- Identify and maintain a list of historic properties in Kirkland.
- Review and require conditions for permits affecting properties in the King County Historic Resource Inventory.
- Provide technical assistance, loans, and other incentives to landmark stewards to support stabilization and repair of damaged resources.

Cascade Water Alliance

- Provide for the management and operation, disruption assessment, and repair/restoration of water infrastructure resources.

Northshore Utility District

- Provide for the management and operation, disruption assessment, and repair/restoration of their water infrastructure resources.

Woodinville Utility District

- Provide for the management and operation, disruption assessment, and repair/restoration of their water infrastructure resources.

Seattle Public Utilities

- Provide water safety testing of water supplied to the City.
- Provide for the management and operation, disruption assessment, and repair/restoration of water infrastructure resources.

Public Health – Seattle and King County

- Provide inspections, testing, public education, and other actions necessary to coordinate the safety and sanitation of food and water supplies and/or services.
- Analyze water samples from sources suspected of contamination and make appropriate recommendations.
- Investigate possible food and/or waterborne illness and/or zoonotic disease outbreaks.

Washington State Department of Agriculture

- Diagnose, provide preventative measures, and assist with the control of foreign animal diseases.
- Analyze reports of animal illness for unusual clusters or patterns.
- Conduct surveillance sampling of high-risk food commodities.

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United States Department of Agriculture

- Conduct surveillance sampling of high-risk food commodities.
- Assist with obtaining and providing commodity foods for supplemental nutrition, as necessary and able.

Non-Governmental Organizations (NGOs)

- Support City operations with technical, logistical, and/or operational resources, when requested and able.

Resource Requirements

Resource needs may include inventories of City cultural and historical assets; and connections with agricultural and cultural-specific County, State, and Federal agencies to support incident management.

References

City of Kirkland Policy: Maintenance of Public Art
City of Kirkland Annual Water Quality Report
Green Kirkland Partnership 20-Year Forest and Natural Areas Restoration Plan
City of Kirkland Urban Forestry Strategic Management Plan
City of Kirkland Shoreline Master Program
City of Kirkland Sustainability Master Plan
Kirkland Commodity Points of Distribution (CPOD) Plan
City of Kirkland Historic Resources Survey Report
The Urban Forest & Natural Areas Stewardship Planning Guide from the Green City Partnership
King County Historic Preservation Program Strategic Plan
WAC 246-215, Food Handling
WAC 16, Department of Agriculture
RCW 27.53, Archaeological Sites and Resources

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EMERGENCY SUPPORT FUNCTION 12: ENERGY AND UTILITIES

Lead Agency

Kirkland Public Works Department (PW)

Support Agencies

Kirkland City Manager's Office (CMO) - Facilities Division

Puget Sound Energy (PSE)

British Petroleum (BP) Olympic Pipeline

Petrocard, Inc.

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 12 Energy is to describe the coordination of electric power and natural gas services and City petroleum fueling capabilities.

Scope

This ESF addresses the coordination of commercial energy, natural gas, and petroleum fuel providers serving City operations and the community of Kirkland.

Policies

The Washington Utilities and Transportation Commission (WUTC) regulates private and investor-owned electric and natural gas utilities in Washington.

Revised Code of Washington (RCW) 19.122 outlines the Call Before You Dig program requiring underground utilities to be located prior to digging or excavating.

RCW 43.21G directs the production, allocation, and consumption of energy programs.

RCW 87.88 directs regulation and safety for gas and hazardous liquid pipelines.

Section 13, Emergency Management of Kirkland's Franchise Agreement with PSE (Kirkland Ordinance 4060) asserts that Annually, upon the request of the City, PSE will coordinate operations and participate in preparedness activities with the City.

Situation

Incident Conditions and Hazards

Wide area damage to power and/or transportation infrastructure could cause disruption to energy services such as power, natural gas, and/or petroleum services due to regional demand, lack of delivery or transportation routes, or loss of production capability.

PSE provides power and natural gas service to customers in the City of Kirkland. PSE power lines are both overhead and underground making them susceptible to high winds and interference from trees and other vegetation which could result in power outages or damage to the energy

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utility infrastructure. Natural gas lines and service may be susceptible to leaks, damage, or tampering which could result in a significant explosion that may cause fires, injuries or fatalities, and damage to buildings and infrastructure.

The City maintains multiple generators, if these are damaged during an incident or due to vandalism, or if a lack of fuel supply disrupted their use, City operations at critical facilities may be impacted in the event of a power outage.

The Olympic Pipeline Company, operated by BP Pipelines, North America, operates a petroleum pipeline system from Ferndale, WA to Portland, OR. Two lines generally running along the PSE easement north-south corridor pass through the Kingsgate and Totem Lake neighborhoods in the northeast portion of Kirkland. The pipelines carry gasoline, diesel, and aviation fuel. The pipelines are hazardous liquid pipelines that, if damaged or ruptured, can pose a significant risk to public safety and the environment due to the high operating pressure and the highly flammable, explosive, and toxic properties of the fuel.

There are a variety of methods by which fuel and similar hazardous substances are transported through and stored within the City. An accidental or intentional spill of such substances could cause significant harm to the environment and the potential for injury and damage to facilities and buildings. Details regarding hazardous materials incidents are found in ESF 10.

Planning Assumptions

- Kirkland energy services may sustain damage that could disrupt and/or shutdown energy systems and/or petroleum distribution affecting the sustainment of community lifelines.
- Disruption or damage to one utility system may cause disruption or damage to another utility system due to their interrelated dependency.
- Widespread and/or a prolonged electrical power failure may cause disruption to communication infrastructure and/or traffic control assets, affecting the ability to inform and provide services to the public.
- Power outages may impact public health services.
- Delays in the production, refining, and delivery of petroleum-based products may occur as a result of transportation infrastructure disruption and/or loss of commercial electrical power.
- Extensive damages to power infrastructure, natural gas, and/or petroleum pipelines may take weeks or longer to repair based on the availability of staff, equipment, or replacement parts.
- There may be hoarding of fuel or other energy resources by the public, limiting the available resources for incident response.
- PSE will be responsible for inspection, damage assessment, and restoration of electrical power and natural gas disruptions, including but not limited to the clearing of trees or debris affecting their infrastructure.

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Concept of Operations

General

City staff supports the delivery of energy services through reporting of identified disruptions or damage and coordination of access, safety, and resource needs, when appropriate and able, to private service providers.

In Kirkland, electric power and natural gas are provided by PSE, a private provider. The City coordinates the daily and incident operational status of PSE services through their online outage map, phone, and/or email, with PSE representatives, which may include a liaison from PSE in the City Emergency Operations Center (EOC) during an incident. During a widespread or significant disruption, PSE coordinates incident response from its corporate EOC and supports the City through a liaison assigned to the King County Emergency Coordination Center (ECC).

The City owns and maintains two licensed petroleum fuel sites: one located at Fire Station #27, and one located at the Kirkland Maintenance Center (1000 8th St); combined the systems can store 20,700 gallons of fuel with 3 total tanks at each site, with up to 15,300 gallons of unleaded fuel and up to 5,400 gallons of diesel fuel. The fuel sites are comprised of a fuel management system to monitor underground storage tank (UST) fuel levels, temperature, and volume, dispensers to put fuel into vehicles, and a City Identification Access Badge Reader. Fuel is provided by Christensen fuel through the City of Seattle Cooperative Contract. An offsite vendor, Maintenance Services, is the service vendor for repairs to the fuel system that cannot be managed internally. The PW Fleet Manager is a UST Licensed Site Administrator.

Both fuel systems can be powered by emergency generators with the ability to function without electrical power. In addition to these sites, the City has an Agreement with PetroCard, Inc. for emergency fueling of City vehicles at their adjacent storage facility located at 1021 8th St. In the event of a disruption to the City's supply, PetroCard, Inc. has approximately 55,000 gallons of storage and the Agreement provides first priority to the City.

BP North America owns and operates the Olympic pipeline, which runs north-south just outside the City's geographical boundary, only crossing a small portion, less than .5 mile, within the City's footprint, transporting a variety of petroleum products. The City coordinates with BP for incident response to an incident, as primary or mutual aid responders, via the Northeast King County Regional Public Safety Communication Agency (NORCOM), the BP Control Center, and/or with onsite representatives.

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Organization

Internal

Energy activities will be conducted in coordination with Emergency Support Function 3: Public Works and Engineering as appropriate.

PW assigns a staff person to be on call to coordinate response to after-hours incidents. In addition to managing PW operations for after-hours incidents, the Standby person is responsible for notifying department and City leadership, supporting departments, and the OEM of after-hours energy-related incidents.

The PW Superintendent, or their designee, is the primary point of contact for supporting coordination of service delivery for energy-related incidents. The PW Superintendent is also responsible for notifying department and City leadership and the OEM of incidents requiring support beyond the capability of the PW department.

The PW Fleet Manager is the primary point of contact regarding City petroleum resources. The PW Yard Maintenance and Inventory Control person may serve as a secondary point of contact.

Emergency Management (EM) engages with PW, Fire, and/or service providers, as needed, to support incident management, stabilization, and restoration. EM serves as the liaison point for planning, preparedness, and exercise coordination with PSE.

Procedures

PW leverages daily operational procedures to manage an incident, expanding capability, and requesting additional support.

The PW Standby Manual contains operational procedures for standby staff to follow during an incident. At a minimum, the Standby staff will notify appropriate leaders and departments of an incident by phone and/or email.

Some City facilities are equipped with emergency generators that automatically start in the event of a power disruption. When power has been disrupted City staff, typically Facilities and PW, will go onsite to verify the generators have started and maintain the fuel needs of the unit.

The City maintains two mobile trailered generators that can be strategically placed, by facilities or PW staff with a vehicle and hitch, according to incident needs.

Mitigation Activities

- Maintain relationships and, if appropriate, franchise agreements with service providers.
- Include emergency power strategies in City facility projects.
- Educate the community on energy safety and WA State's Call Before You Dig Law.

Preparedness Activities

- Maintain updated emergency contact information for service providers.
- Participate in service provider offered training opportunities.
- Conduct a check of City fuel storage levels weekly.
- Conduct monthly site inspections of fuel stations.
- Conduct tests of City generators at least monthly.

Response Activities

- Monitor operations and refill/maintain fuel of generators.
- Coordinate with providers to address disruptions and restoration of system impacts affecting the City.
- Monitor levels of and replenish, as needed and able, City petroleum fuel resources.
- Support scene safety and access for service providers.

Recovery Activities

- Coordinate internally and with service providers for damage assessment, restoration, and/or repair of energy services for City facilities.
- Restock, repair, replenish, and/or restore City resources to pre-incident levels.
- Refuel generators to pre-incident levels.

Responsibilities

Lead Agency – Kirkland Public Works (PW)

- Facilitate communication with service providers.
- Advise service providers of City restoration priorities and make specific requests for service restoration assistance.
- Maintain and operate emergency generators at water and wastewater pumping facilities.
- Provide damage assessments of City-owned energy and/or fuel facilities.
- Coordinate repair operations with outside agencies and private service providers.
- Provide logistical support to first responders and/or service providers managing an electrical, natural gas, and/or petroleum-related incident, as requested and resources allow.
- Maintain franchise agreements with private utility companies providing services to Kirkland.
- Coordinate sustainment and acquisition of City fuel resources.

Support Agencies

Kirkland City Manager's Office (CMO) – Facilities Division

- Operate and maintain generators at City facilities.

Puget Sound Energy (PSE)

- Provide for the delivery, assessment of disruption, and repair/restoration of electrical and natural gas services.
- Provide information and updates to the City and public about the status of services and estimated service restoration times.
- Coordinate and communicate, in advance whenever possible, with the City OEM and critical services within the City, such as Evergreen Health Medical Center, if an extended outage/disruption is expected or occurring.

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British Petroleum (BP) North America Olympic Pipeline

- Provide for the management and operation, disruption assessment, and repair/restoration of pipeline resources.
- Provide information and updates to the City and public about operational status, disruptions, or incidents.

Petrocard, Inc.

- Monitor their systems and infrastructure and provide the City information about operational status, disruptions, and/or restoration timelines.

Resource Requirements

Resource needs may include working relationships with service providers; redundant energy systems; and reserve petroleum sources. Provider agencies will require specialized equipment and trained staff to rapidly assess, maintain service, and restore impacted infrastructure.

References

RCW 19.122, Underground Utilities
RCW 43.21G, Energy Supply Emergencies, Alerts
RCW 81.88, Gas and Hazardous Liquid Pipelines
Puget Sound Energy Franchise Agreement
Petrocard, Inc. Franchise Agreement
PW Standby Manual
Kirkland 2035 Section XI – Utilities
City Generator List
City of Seattle Cooperative Contract
UST Walkthrough Inspection Checklist

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EMERGENCY SUPPORT FUNCTION 13: LAW ENFORCEMENT

Lead Agency

Kirkland Police Department (PD)

Support Agencies

Kirkland Office of Emergency Management (OEM)

Northeast King County Regional Public Safety Communication Agencies (NORCOM)

Local Law Enforcement Agencies

King County Sheriff Office (KCSO)

Washington State Patrol (WSP)

Washington State Fusion Center (WSFC)

Federal Law Enforcement Agencies

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 13 is to describe the coordination of local law enforcement operations and resources during an incident in the City of Kirkland.

Scope

This ESF addresses the coordination of law enforcement resources and public safety-related activities during an incident within the City of Kirkland. It does not address the day-to-day operations of the Police Department.

Policies

Kirkland Municipal Code (KMC) 1.04.040 and 1.04.050 outline law enforcement powers of arrest in coordination with State law.

The Kirkland Police Department will operate under the department's standard operating procedures, to the extent possible, found in the Kirkland Lexipol Policy Manual.

Lexipol Policy 201 describes response activity related incidents including, but not limited to, civil disturbance and mass arrest.

Kirkland PD Lexipol Policy 412 identifies guidelines and factors that will assist responding officers in situations that call for rapid response and deployment.

Criminal information and intelligence reports will be distributed by the Crime Analysis Unit through e-mails, bulletins, and shift briefings to all divisions within the Department (Kirkland PD Lexipol Policy 400.1.2 / 400.2.1).

Washington Administrative Code (WAC) 139-05 outlines the requirements and authorities for law enforcement activities.

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Revised Code of Washington (RCW) 10.93, Washington Mutual Aid Peace Officers Powers Act, provides law enforcement with mutual assistance capabilities between jurisdictions.

Situation

Incident Conditions and Hazards

Any incident natural, human-caused, or technological may generate a need for law enforcement activity, support, or response. Among these risks, the threats of terrorism or civil unrest tend to create the highest level of uncertainty related to PD response actions. The City of Kirkland is not currently identified as a "hard terrorist target"; however all government entities must consider the risk of soft targets or home-grown acts of terrorism that will increase demand for law enforcement activities. Civil demonstrations do occur in the City and although they historically have been peaceful, the risk of violence, engagement of bad actors, opposing viewpoints, or involvement of City facilities, may create a greater demand for law enforcement engagement and action.

The investigative components of any incident may place an additional, and at times overwhelming, demand on law enforcement resources already engaged in incident stabilization activities associated with public safety. Compounding incidents or consequences of an incident will likely stretch or exceed the resources and capabilities of Kirkland PD.

During a large scale incident, of any cause, mutual aid or specialized resources from partner agencies is highly improbable, increasing the risk of harm and/or impacts to the responders and community of Kirkland.

Planning Assumptions

- The City may experience incidents that overwhelm law enforcement capabilities.
- Supplemental assistance may be requested utilizing existing mutual aid agreements; however, such resources may be unavailable during a regional or large scale incident.
- The City will retain primary authority and responsibility for law enforcement activities during incidents unless there is a legal statute that identifies an alternate primary authority.
- Specialized law enforcement equipment and/or personnel may be damaged or unavailable due to the incident.
- General law enforcement issues and concerns may be compounded by incident-related disruption.
- Weather-related incidents often require a simultaneous response to incident consequences and regular calls for law enforcement service; prioritization of response may be necessary and managed by senior law enforcement staff.
- Limited resources may result in an inability to respond to some routine calls for service while law enforcement personnel are responding to life safety priorities.
- Mutual aid agreements exist with local law enforcement agencies.
- Prioritization of calls for service may change as the incident evolves.
- Federal law enforcement agencies may operate independently from the City of Kirkland.

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Concept of Operations

General

The Kirkland Police Department is the lead agency for the coordination of law enforcement activities within the City of Kirkland, including terrorism surveillance, prevention, mitigation, and response actions. The Crime Analysis Unit (CAU) is the central unit for threat intelligence information analysis and dissemination.

During an incident, the Kirkland Police Department performs functions that include, but are not limited to, warning and evacuation, search and rescue, communications, access control, and enforcement of local and state laws. To manage these operations, it may be necessary to recall employees of the Kirkland Police Department during extraordinary circumstances as deemed necessary by the Chief of Police or the authorized designee. PD Command Staff designates which staff groups are needed to be called in and Squad Supervisors maintain contact information for squad members.

Mutual aid agreements exist between Kirkland and the King County Sheriff's Office as well as neighboring law enforcement agencies for assistance in handling incidents within the City limits. Supplemental law enforcement assistance, when necessitated by an incident, will be requested through NORCOM dispatch or the Kirkland Emergency Operations Center (EOC) as appropriate. Law enforcement agencies that are assisting the City of Kirkland will operate under the direction and control of the Kirkland Police Chief or their delegate while operating within the City.

Organization

The PD operates under a Chief, Deputy Chief, Lieutenant, Sergeant, Corporal, and Officer rank structure. Mutual aid responders will operate under the direction and control of the Kirkland PD.

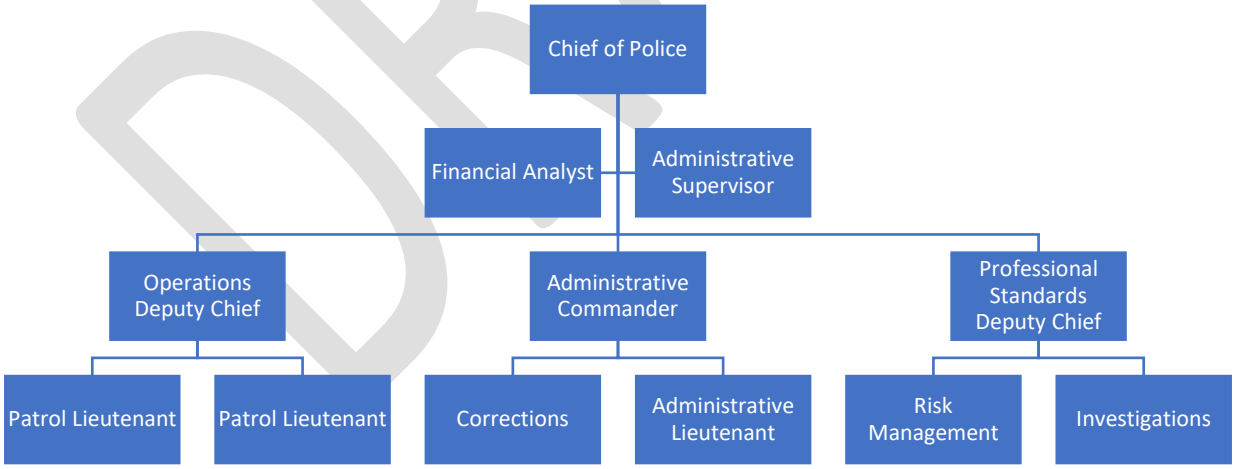

Figure 30 - Police Department Administrative Structure Organizational Chart

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Procedures

The PD will follow departmental policies and procedures during incident operations whenever possible. When the EOC is activated, PD will implement responsibilities as outlined in the CEMP and/or at the direction of the City Manager, and/or the EOC acting under the direction of the City Manager.

Supplemental law enforcement assistance will be requested by Squad Supervisors recalling staff through phone contact, by the Incident Commander (IC) requesting NORCOM alert and dispatch mutual aid resources, and/or by PD Command staff making a written or verbal request to the OEM and/or EOC.

PD units will use their sirens, public address systems, and/or physically go door to door to disseminate alert and warning information or the support evacuation process as requested by the Incident Commander and/or the OEM or EOC to protect life safety in the community. In addition, the IC and/or Incident PIO may leverage the resources described in Emergency Support Function 2: Communications, Information Systems, and Warning. and/or the Evacuation Annex.

Criminal information and intelligence reports will be distributed by the CAU through e-mails, bulletins, and shift briefings to PD staff, the OEM and/or EOC, and City leadership as appropriate.

As part of ongoing and new hire training, PD will provide opportunities for area and hazard familiarization for all staff. Including, whenever possible, onsite observation of areas of concern or risk.

Mitigation Activities

- Maintain a stockpile of basic law enforcement supplies for use in incidents. Including but not limited to, gloves, face masks, uniforms, bullets, protective barriers, and handcuff resources.
- Maintain familiarity with, and orient new staff to, the known law enforcement risks and hazards that exist within the City and region.
- Establish relationships, communication paths, and train with regional and mutual aid partners.
- Supply and train PD staff with appropriate all-hazard personal protection equipment.

Preparedness Activities

- Facilitate and/or participate in local and regional ongoing training and exercise opportunities supporting an all-hazard incident management concept of operations.
- Participate in local and regional planning and projects enhancing coordinated incident management.
- Maintain relationships with local, State, Federal, private, public, and non-profit partners.
- Maintain current call out contact information for PD staff.
- Maintain equipment, protective supplies, vehicles, training, and standard operating procedures that facilitate the transition to incident response capabilities.
- Leverage daily shift briefings to remind officers of their role in an incident.

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Response Activities

- Respond to calls for service as the incident and resources allow, in addition to responding directly to the incident or consequences of an incident.
- Assist in the dissemination of alert and warning information.
- Provide support for community evacuation.
- Coordinate, facilitate, and/or provide on-site security to City facilities including the EOC, as well as critical locations within the City such as healthcare providers and schools as requested, able, and deemed appropriate by Incident Command and/or the EOC.
- Coordinate emergency traffic control within the City as resources and incident needs dictate. This may include establishing safety corridors, evacuation routes, or other pathways as needed and able.
- Report observed incident damages to Incident Command and/or the EOC, as able.

Recovery Activities

- Restock response supplies, as the supply chain supports, to at least pre-incident levels.
- Participate in incident debriefs and/or After-Action Reviews/reports related to the incident.
- Provide peer or professional mental health support to the public, City staff, or others as identified, and appropriate resources allow.
- Conduct initial damage assessments reporting findings to the EOC, as resources allow.

Responsibilities

Lead Agency – Kirkland Police Department (PD)

- Lead law enforcement incidents in the City of Kirkland, unless legal statutes place this role with a different agency, such as Federal law enforcement agencies.
- Serve as Incident Command and/or Public Information Officer for law enforcement incidents in the City.
- Coordinate law enforcement mutual aid and/or multi-agency response personnel.
- Respond to calls for service related to the incident and daily life as able, prioritizing response resources to support life safety, incident stabilization, and property protection.
- Maintain resource lists for incident equipment, personnel, and supply sources.
- Provide support in the dissemination of emergency warning information to the public.
- Enforce emergency orders issued by the City of Kirkland or federal, state, or county authorities.
- Provide security and/or perimeter control at incident scenes, the Kirkland EOC, or other identified sites, as resources allow.
- Provide emergency traffic control as dictated by the incident, and resources allow.
- Coordinate and/or provide explosive device identification, handling, and disposal during incidents.
- Law enforcement personnel may assist with conducting windshield surveys and reporting results to the EOC.

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Support Agencies

Kirkland Office of Emergency Management (OEM)

- Activate the EOC and/or Joint Information Center (JIC) in support of law enforcement incidents.
- Provide logistical, communications, and incident support, when the EOC is not activated as requested by IC, the PD Chief or their delegate, or the City Manager.
- Coordinate requests for additional incident resources with federal, state, or county agencies when appropriate.

Northeast King County Regional Public Safety Communication Agencies (NORCOM)

- Manage 911 system calls and assign the response to appropriate law enforcement resources.
- Coordinate with Incident Command and/or the EOC when calls for service exceed resource availability.
- Maintain back-up communication systems if the 911 system becomes inoperable.

Local Law Enforcement Agencies

- Provide mutual aid support as requested and resources allow.
- Participate in response efforts through regional specialized law enforcement teams/groups.

King County Sheriff Office (KCSO)

- Provide mutual aid support as requested and resources allow.
- Provide air and/or marine support for law enforcement activities, when requested and resources allow.
- Participate in response efforts through the deployment of specialized law enforcement teams/groups.

Washington State Patrol (WSP)

- Assist in law enforcement operations within the City of Kirkland when requested and available.
- Serve as Incident Command for law enforcement operations on state roadways that run through the City, particularly Interstate 405.
- Coordinate with City, King County, and State departments, as necessary for incident management.
- Provide traffic enforcement and control on all state roadways within the city.

Washington State Fusion Center (WSFC)

- Monitor, collect, and share intelligence related to a threat that may affect the City.
- Send a representative to Kirkland or allow Kirkland to send a representative to WSFC to facilitate information sharing when appropriate and resources allow.

Federal Law Enforcement Agencies

- Serve as IC for incidents when legal authorities dictate the agency to assume that role.
- Provide technical support to local law enforcement, as requested and able.

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Resource Requirements

Resource needs may include commissioned law enforcement officers; support staff; and equipment such as vehicles and communications resources in order to facilitate incident management.

References

KMC 1.04.040 Power of Arrest
KMC 1.04.050 Arrest Powers Deemed Additional
Kirkland Police Department Lexipol Policy Manual
Kirkland Police Department Emergency Management Plan (PD Lexipol Policy 201.1).
Kirkland Police Rapid Response and Deployment Plan (PD Lexipol Policy 412).
Kirkland Police Patrol Function Terrorism (PD Lexipol Policy 400.1.2).
King County Comprehensive Emergency Management Plans, ESF 13 Public Safety and Security
Washington State Comprehensive Emergency Management Plan, ESF 13 Public Safety and Security
RCW 10.93, Washington Mutual Aid Peace Officers Powers Act
National Response Framework, ESF 13 Public Safety and Security
Bellevue Police Department Bomb Squad procedures
Memorandums of Understanding: Bellevue, Redmond, Bothell, Medina, Clyde Hill, Issaquah, Seattle, KCSO
Evacuation Annex
Kirkland Terrorism Incident Plan (Draft)

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Emergency Support Function 14: Short and Long-Term Community Recovery

Lead Agency

Kirkland City Manager's Office (CMO)

Support Agencies

Kirkland Finance & Administration Department (F&A)

Kirkland Human Resources Department (HR)

Kirkland Office of Emergency Management (OEM)

Kirkland Planning and Building Department (P&B)

King County Office of Emergency Management (KCOEM)

Washington State Military Department Emergency Management Division (WAEMD)

Federal Emergency Management Agency (FEMA)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 14 is to describe the coordination of federal, county, state, local, and private sector resources engaged in short and long-term recovery.

Scope

This ESF addresses the short-term and long-term approach to recovery for the City of Kirkland. Short-term recovery involves the restoration or establishment of alternate capabilities of critical services including but not limited to health and medical, communications, drinking water, power, and basic transportation. Long-term recovery involves the repair, restoration, and/or reestablishment of communities, systems, and infrastructure. Long-term recovery is described as the "new normal" for post-disaster communities.

Policies

Public Law 115-254 Disaster Recovery Reform Act of 2018

Public Law 113-2 Sandy Recovery Improvement Act of 2013

Post-Katrina Emergency Management Reform Act of 2006

42 U.S.C. Ch. 68 § 5121 et seq Robert T. Stafford Disaster Relief and Emergency Assistance Act

Public Law 1101-336 Americans with Disabilities Act of 1990

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Situation

Incident Conditions and Hazards

Historically, most disruptive incidents in Kirkland have been related to weather and required short-term recovery efforts. However, the City is at risk for incidents, ranging from a massive earthquake to a health crisis, that could cause widespread damage, destruction, and/or disruption of City services, the economy and businesses, and the societal norms of the community. While some incidents may cause short-term impacts, others pose the risk of significant long-term effects that could leave Kirkland in a position of financial, economic, and/or community hardship for years.

In addition to risk, the City is dependent on private and public sector partners for delivery and support of certain critical infrastructure, such as power, water, and sewer resulting in a greater concern for extended recovery periods due to a lack of control over restoration and repair efforts.

Planning Assumptions

- The recovery process may, and most likely will, overlap with response efforts.
- Recovery is a process that will impact individuals, businesses, and government, for weeks, months, or years.
- Continuity of government and government essential functions will be prioritized for sustainment.
- The City will endeavor to meet all the identified recovery needs; however, some may not be realistic or feasible.
- Recovery will be guided by credible official sources of information.
- Not all services/systems may be repaired, restored, or returned to pre-incident status.
- Priority may be given to critical services.
- There may not be enough resources, persons or supplies, available to perform recovery work.
- A lack of or process to obtain funding for recovery may delay or negatively impact a recovery project/effort.
- It is expected that there will be competing priorities or desires related to recovery.
- The City will engage the community in recovery discussions and planning whenever appropriate and feasible, with the intent to provide a community perspective to recovery.
- To recover, residents will need to maintain employment, access funds, and potentially provide care for family members.
- Permits and licenses may need to be adjusted, waived, or suspended to expedite recovery.
- Outside or additional support may be needed to maintain commerce and restore critical services.
- Emergency repairs may be needed on critical infrastructure such as bridges, roads, and public buildings.
- Long-term business retention and recovery strategies may be needed.
- The City Manager may recommend revisions to policies or ordinances to facilitate recovery efforts.
- The City will assess the social and economic consequences of an incident to inform the development of an effective long-term recovery plan.

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- In managing both short-term and long-term recovery efforts, the City Manager will establish a City Recovery Team that may work alone or in partnership with other jurisdictions, state and federal agencies, and the private sector to advise and assist in recovery.

Concept of Operations

General

The overall goal of recovery is to establish the "new normal" following an incident and whenever possible build back better than pre-incident conditions. The EOC will lead the transition from response to recovery, which may overlap in some incidents.

The City Manager will advise the City Council on the status and plans for short and long-term recovery and direct the establishment of a Recovery Team to facilitate recovery. The City Manager will appoint a Long-term Disaster Manager and/or Recovery Team Leader to implement the Kirkland Recovery Framework, a separately published document. The Recovery Team will develop an incident-specific recovery plan based on an assessment of recovery needs. The recovery plan will include considerations for environmental, historical, and cultural aspects, resiliency and redundancy, and fair and equitable access and support for recovery resources for the whole community. City departments will participate in recovery coordination and activities to support an effective recovery process when the needs assessment identifies an effort that is within their area of authority or expertise.

The F&A Department will work in conjunction with the Recovery Team to manage public and potentially private funding associated with recovery. The F&A Director (or designee) is the identified Applicant Agent for the City of Kirkland in incidents when a Presidential Declaration of Emergency or a Major Disaster Declaration is issued.

Long-term community recovery efforts will focus on permanent restoration of infrastructure, housing, and the local economy, with attention to mitigation of future impacts of a similar nature, whenever possible. Additionally, recovery efforts will be initiated, implemented, and completed as possible, based on available resources and the overall post-disaster situation.

Initially, the EOC may coordinate with federal, state, and county agencies to facilitate the delivery of assistance programs to individuals and businesses, including the identification of appropriate sites for Disaster Recovery Centers.

The City may utilize the post-incident environment as an opportunity to measure the effectiveness of pre-incident mitigation projects.

Organization

The City Manager's Office will serve as the lead agency for the coordination and implementation of short and long-term recovery within the City of Kirkland. Transition to recovery will be coordinated through the Emergency Operations Center (EOC).

Recovery will be organized using some or all components of the Recovery Team structure as defined in the Kirkland Recovery Framework, and as pictured here:

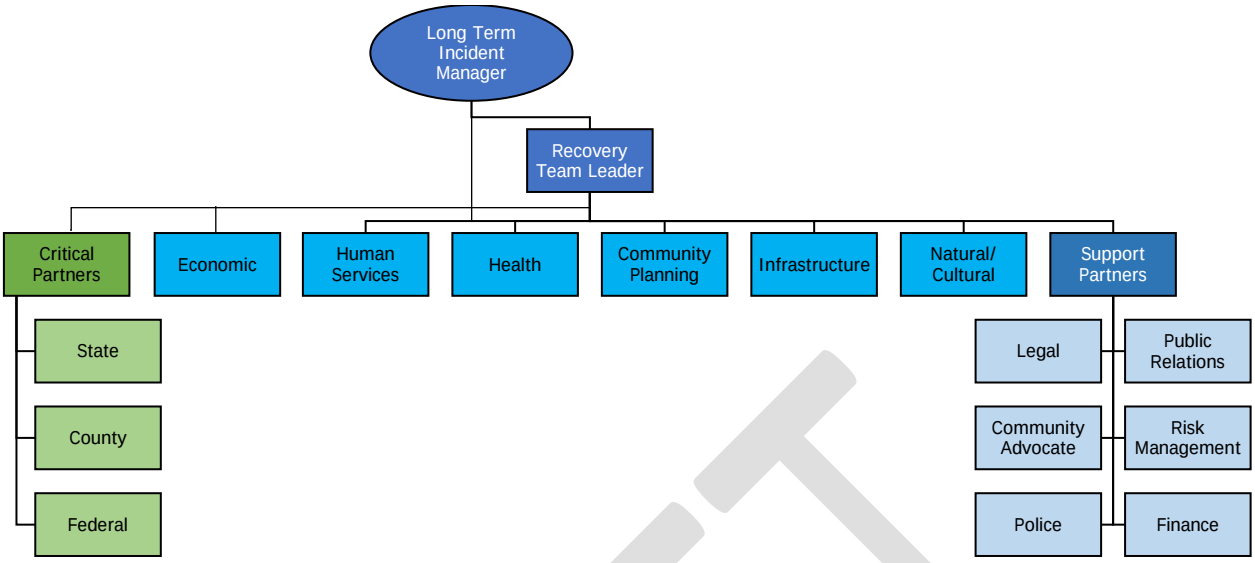

Figure 31 - Recovery Framework – Long Term Recovery Team Basic Structure

Procedures

Recovery will be initiated as soon as realistic provided the nature and impacts of an incident. This is typically when the incident has stabilized and most, if not all, life safety missions have been completed.

The City Manager will appoint a Long-term Disaster Manager and/or Recovery Team Leader that will facilitate the implementation of the Recovery Framework. Implementation includes the establishment of a recovery team by selecting City, County, State, Federal, and/or community organization representatives to lead and/or support tasks by each recovery support function activated on the team. The Recovery Team will perform a needs assessment, using the methodology as defined in the Kirkland Recovery Framework to identify the projects, resources, and funding needed for recovery. This information will be consolidated into an incident-specific City Recovery Plan.

The City Manager and City Council will review the recommended recovery plan, including projects, resources, funding, and timelines, and provide direction/approval for implementation.

As a member of the Recovery Team, the City Communications Manager will lead the dissemination of recovery information to the public and businesses through as many methods as possible, including but not limited to digital media, mailings, public service announcements, reader boards, and community organizations.

The Recovery Team will meet on a regular basis to address and discuss recovery projects and efforts as documented in the incident Recovery Plan.

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Mitigation Activities

- Educate the community and businesses on short and long-term recovery strategies and planning.
- Include mitigation, resiliency, and redundancy in planning and implementation of City projects and operations, wherever appropriate.
- Maintain contracts and agreements with critical suppliers and vendors to facilitate recovery efforts.

Preparedness Activities

- Maintain the City Recovery Framework and supporting templates.
- Train and exercise recovery scenarios with City staff and partner organizations.
- Maintain and exercise recovery support plans such as the Community Points of Distribution (CPOD) and Debris Management plans.
- Maintain availability of key recovery information, such as property assessment data and distribution lists for local businesses.
- Maintain the Continuity of Operations/Government (COOP/COG) plan and train identified COOP/COG staff on their roles as defined in the plan.
- Train field responders on the use of the damage assessment technology and paper version resources.

Response Activities

- Determine representatives of the recovery team.
- Identify funding and disaster assistance resources.
- Monitor incident for identification of recovery projects/missions.
- Support response efforts that directly relate to recovery activities such as debris removal and preliminary damage assessments.
- Support establishment of Federal Disaster Recovery Centers.
- Communicate available recovery resources to the public, businesses, and the community as a whole.

Recovery Activities

- Develop an incident-specific recovery plan.
- Implement a recovery plan via the recovery team.
- Replenish or replace any supplies used during recovery efforts.
- Review local legislation to identify opportunities to improve mitigation, response, or recovery.
- Facilitate completion of a recovery after action review.
- Review and adjust the Recovery Framework based on implementation observations.

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Responsibilities

Lead Agency – Kirkland City Manager's Office (CMO)

- Lead recovery coordination for the City.
- Appoint a Long-term Disaster Manager and/or Recovery Team Leader and direct the implementation of the Recovery Framework and establishment of a Recovery Team.
- Advise and work with the City Council on recovery efforts and policy recommendations.
- Oversee coordination of City departments, local partner organizations, and federal, state, and county agencies involved in recovery efforts.
- Advocate for federal, state, county private sector, and/or non-profit engagement and support of City recovery.
- Lead public messaging for recovery-related information.

Support Agencies

Kirkland Finance & Administration Department (F&A)

- Act as the Applicant Agent for the City for federally funded programs.
- Coordinate the collection and processing of records to document disaster expenses for the City.
- Establish a budget process for recovery, including project codes.
- Coordinate recovery-related purchases and contracts with departments.
- Assist in identifying sources of disaster funds, both internal and external.
- Oversee incident record retention and archiving.
- Facilitate public records requests associated with an incident.

Kirkland Human Resources Department (HR)

- Process incident claims with the City's insurance carriers.
- Support staffing recovery projects, including hiring temporary or permanent staff positions.
- Oversee volunteer management for recovery.
- Manage discussions with labor unions related to recovery work, tasks, or projects.

Kirkland Office of Emergency Management (OEM)

- Provide incident information to the Recovery Team to assist in the development of a recovery plan.
- Participate on the Recovery Team as an advisor on incident and recovery-related topics.
- Serve as an advisor to City leadership on incident and recovery-related topics.
- Coordinate with federal, state, county, local, private, and non-profit organizations involved in recovery.
- Solicit, receive, document, and disseminate information to coordinate the completion and submission of Preliminary Damage Assessments (PDAs).
- Support implementation and documentation of Federal Individual Assistance and/or Public Assistance programs.

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Kirkland Planning and Building Department

Planning

- Advise the recovery team regarding land use for recovery operations, business, and temporary and/or long-term housing.

Building

- Lead post-disaster building safety evaluations, as prioritized by the EOC or Recovery Team.
- Review building codes and permit regulations that may need to be revised, suspended, or waived to facilitate recovery efforts.

King County Office of Emergency Management (KCOEM)

- Provide regional incident information, as appropriate, to the Recovery Team to assist in the development of a recovery plan that includes regional considerations when appropriate.
- Facilitate regional recovery coordination in a multi-jurisdictional incident.
- Facilitate access to State and Federal recovery programs for the City.
- Advocate for and support local implementation of recovery efforts and programs.
- Inform the City of regional, state, or federal recovery funding, programs, or opportunities.

Washington State Emergency Management Division (WAEMD)

- Provide statewide incident information to the Recovery Team to assist in the development of a recovery plan.
- Facilitate statewide recovery coordination in a multi-County/State incident.
- Facilitate access to State and Federal recovery programs for the City.
- Advocate for and support local implementation of recovery efforts and programs.
- Inform the City of state or federal recovery funding, programs, or opportunities.

Federal Emergency Management Agency (FEMA)

- Provide technical assistance and national incident information to the Recovery Team to assist in the development of a recovery plan and project implementation.
- Facilitate national recovery coordination in a national impact incident.
- Advocate for and support local implementation of recovery efforts and programs.
- Inform and facilitate access to federal recovery funding, programs, or opportunities

Resource Requirements

Resource requirements are dependent on the incident, its location, duration, and impacts. Requirements will be determined during the transition from response to recovery. Resource needs may include access to State and Federal disaster programs, funding, and dedicated staff to facilitate recovery efforts.

References

Kirkland Recovery Framework
City of Kirkland Hazard Mitigation Plan Annex to the King County Regional Hazard Mitigation Plan
King County CEMP ESF 14 – Disaster Recovery
Washington State CEMP ESF 14 – Long Term Recovery
National Disaster Recovery Framework

Emergency Support Function 15: Public Information and Affairs

Lead Agency

City Manager's Office (CMO)

Support Agencies

Office of Emergency Management (OEM)

Kirkland Police Department

Kirkland Fire Department

Kirkland City Communicators – all departments

Kirkland Department of Information Technology (IT)

King County Office of Emergency Management (KCOEM)

Washington State Military Department Emergency Management Division (WAEMD)

Introduction

Purpose

The purpose of Emergency Support Function (ESF) 15 Public Information and Affairs is to describe the coordination of incident and agency public information and media relations management during incidents in the City.

Scope

This ESF addresses the public information strategies and City responsibilities for processing, coordinating, and disseminating incident-related information to multiple audiences, including but not limited to, residents, businesses, and Limited English Proficient (LEP) or access and functional needs challenged community members.

Policies

City of Kirkland Administrative Policy Manual (APM) Policy 2-2, Media Relations, outlines policies for interacting and sharing information with media.

APM Policy 2-3, Electronic Reader Board Signs Content and Usage, outlines the use of reader boards to communicate with the public during incidents.

Revised Code of Washington (RCW) 38.52 directs the requirements for LEP public notices regarding public health, safety, and welfare to be provided in languages identified as the primary spoken dialect by 5% of the City's population, or by 1,000 residents, whichever is less. For Kirkland this includes Spanish.

Presidential Executive Order 13166 directs requirements for access to services for persons with LEP to access in a meaningful way.

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The Americans with Disabilities Act (ADA) outlines policies for effective communications with people who have vision, hearing, or speech disabilities who may use different ways to communicate.

Situation

Incident Conditions and Hazards

There are a variety of incidents that could negatively impact communication capabilities in Kirkland. These may include damage to communications infrastructure that causes communications systems to fail or operate at a reduced capacity, radio interruptions due to structural material, severe weather interference, power outages, electromagnetic disturbances to radio frequencies or power line transmissions, or general equipment failure or damage.

There are technological risks that could impact communications capabilities, such as network outages or cyber-attack.

Additionally, during or after an incident, there may be a significant increase in communications volume as people attempt to seek help, check-in with loved ones, and get information about the incident. A sudden surge in call or message volume may temporarily overwhelm service capacity and cause difficulties communicating.

Planning Assumptions

- The City will attempt to leverage as many communications and warning systems as appropriate during an incident.
- Routine day-to-day communications methods will be utilized to the extent possible.
- Communications infrastructure may be damaged or overwhelmed, resulting in reduced communications capabilities within the City, with external partners, and with community members.
- The availability of communication resources may be directly related to the size, type, impacts, and nature of an incident and the amount of funding available.
- The public will expect communications from the City about emergency instructions, available assistance, resources, and City actions to protect life, property, and the environment.
- The City may need to use multiple systems and approaches to reach the greatest amount of the public as possible.
- The nature of an incident may limit the ability to provide advance warning.
- Emergency information or warning relayed to the media is publicized at the discretion of the broadcasters.
- City Leadership will utilize the Government Emergency Telecommunications/Wireless Priority System (GETS/WPS) programs as an enhanced resource for establishing communication in an incident.
- The activation of the Emergency Alert System/Wireless Emergency Alerts (EAS/WEA) can be requested by the City, but the City is not an EAS warning point and does not have the ability to directly issue an EAS.
- Communication systems may not have sufficient capacity to handle the traffic generated by emergency conditions.
- The City may have to rely on alternate communications systems when normal systems are overwhelmed or inadequate for the situation.

- Messaging may not reach all intended audiences.
- The City will endeavor to provide translation services, translated material, and/or access to American Sign Language (ASL) and oral interpretation support for resources and services to the extent possible. Detailed resources are outlined in the LEP Communications Resource Guide.
- Community members with LEP and those with access and functional needs may experience difficulties in receiving and understanding emergency messaging.
- ESF 15 will coordinate with Emergency Support Function 2: Communications, Information Systems, and Warning as appropriate.

Concept of Operations

General

The intent of the City is to provide a comprehensive coordinated information and affairs approach to public messaging during incidents. It is understood by the City that there are two categories of public messaging related to an incident:

1) Incident messaging specific to the situational and/or response actions of the incident and
2) Agency messaging specific to the operations of the City as a whole.

To facilitate consistent and complementary public messaging, every effort will be made to develop and share joint or supporting information between the Incident Public Information Officer (PIO) or Joint Information Center (JIC) and the City Communications Manager or their delegates.

To the best of the City's ability, the delivery of sensitive incident messaging will be shared with the immediately affected individuals first, followed by sharing with City personnel, the directly affected community, and then the broader public community and media respectively.

The City will endeavor to provide information that is consistent, accurate, and timely using communication methods that disseminate the information as widely as possible.

The City may utilize the following communications resources:

- Integrated Public Alert & Warning System through NORCOM the local E-911 Public Safety Answering Point (PSAP)
- VOIP telephone services
- Cellular telephone services
- Two-way radio
    - City radio network
    - Public Safety radio network
- NOAA Weather Alert Radios
    - Weather Radios are located at Kirkland City Hall, Kirkland fire stations, the Kirkland Justice Center, the Public Works Maintenance Center, the Parks & Community Services Maintenance Center, the North Kirkland Community Center, and the Peter Kirk Community Center.
- Web-based technology program for internal employee notifications and non-life-threatening message dissemination for opt-in community subscribers.

- Amateur radio communications equipment and volunteers.
- Public access television channels broadcast on Channels 21 and 75 on Comcast cable, Channels 31 and 32 on Frontier Communications cable, and an interactive City website.
- Internet resources including email, the City website, mailing and distribution lists, and digital media.
- Loudspeakers, reader boards, road signs, and a recorded message line.
- Telecommunication Relay Service (TRS) is provided through the Federal Communications Commission (FCC).
- Text Telephone (TTY) service.

The City will leverage all available resources to provide incident information in multiple formats and to meet LEP and access and functional needs (AFN) requirements, including but not limited to, use of the City's contracted language translation service including ASL interpretation, pre-translated or just in time translated print material, and infographics as available. Approvals Approval for release of incident or agency messaging will be obtained from the appropriate approval source prior to any official City communications being disseminated.

For incident messaging, when the Emergency Operations Center (EOC) is activated the EOC Manager and/or Incident Commander or when delegated the JIC Manager approves all incident information for public release. When the EOC is not activated the Incident Commander and/or Incident PIO, or Department Director, and/or City Manager will approve public information prior to release.

In a terrorist, civil unrest, or other criminal incident, the release of information to the public will be led by the Kirkland Police Department (KPD) and may be coordinated with partner response agencies. A KPD PIO will serve as the Incident PIO and/or JIC Manager as appropriate.

For agency messaging, the normal public messaging approval process will be followed by the City Communications Manager or their designee. During incidents that don't require EOC activation, public information will be coordinated between the City Communications Manager and/or the Incident/Event Commander and/or the OEM to facilitate consistent and accurate messaging.

The King County Emergency Coordination Center (KCECC) JIC and the Washington State Emergency Operations Center JIC may also release incident-related information to the public and will follow their own internal approval processes.

The City Communications Manager will conduct training with City staff with communications duties, as related to City communication protocols, use of social media accounts, and daily communication efforts. The OEM will conduct training with communications staff identified to work as an Incident and/or Agency PIO and/or staff the JIC as related to incident or crisis communications, JIC procedures, and EOC operations.

Media briefings will take place at Kirkland City Hall, or alternate location as determined by the on-scene IC, Communications Manager, and/or Emergency Manager.

The JIC and City Communications Manager will maintain a record of public information released and public affairs activities, respective to their areas of responsibility

Organization

During an incident that has triggered activation of the EOC, public information will be coordinated through the JIC, established in the EOC. The JIC manager may also be the Incident PIO and will report to the EOC Manager and/or Incident Commander depending on the specific situation.

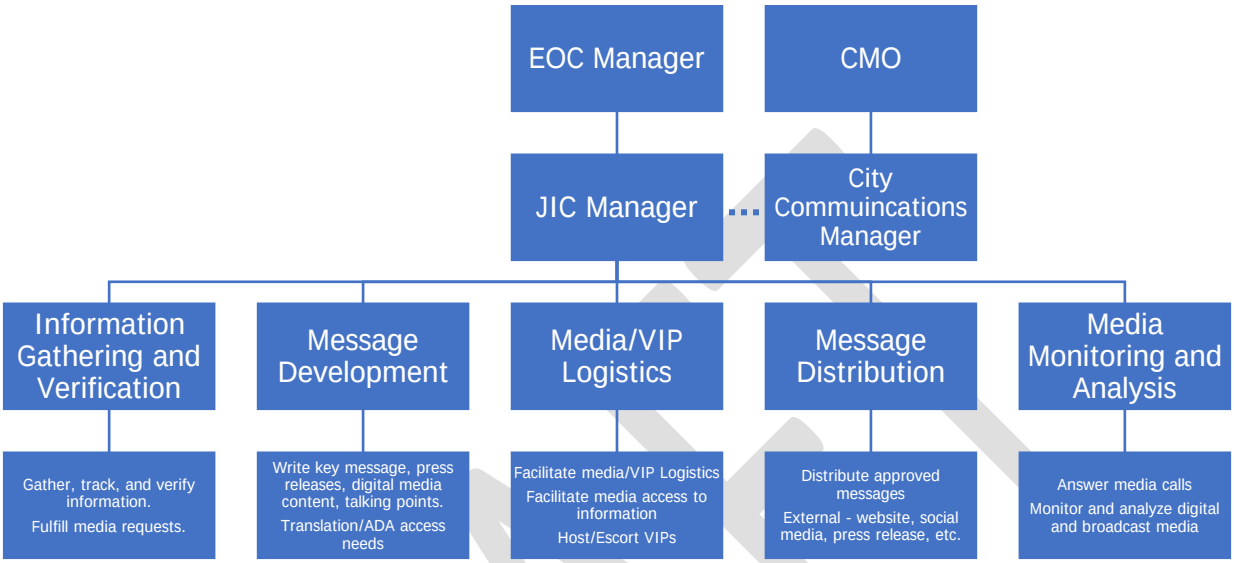

Figure 32 – Kirkland JIC Organization Chart

During an incident that does not trigger the activation of the City's EOC, public information will be coordinated between the City Communications Manager and the OEM and/or on-scene Incident PIO and/or Incident Commander (IC).

Procedures

The JIC will be activated by the EOC Manager and/or Emergency Manager as determined necessary based on EOC activation status and/or request for support from one or more City departments.

The JIC is staffed with identified City staff with communication experience and training. JIC shifts will match EOC shifts. Staff will be notified by phone, email, or in-person of the need to support the incident management and the JIC.

The JIC has predetermined positions that will be filled based on the availability of staff and incident demands. The EOC Manager and/or JIC Manager will assign roles to JIC staff. The JIC Manager is assigned by the EOC Manager based on incident needs.

The City Communications Manager may coordinate remotely with the JIC, via phone, email, or video conferencing, depending on the nature of the incident; however, at least one member of the City Manager's Office Communications Team will be assigned to staff the JIC in person when activated. The role of this person will be to coordinate agency messaging and support overall JIC operations as requested. Selection of the onsite JIC support person will be made by the City Communications Manager and notification of assignment will be by phone, email, text message, or in person.

Press conferences will be leveraged for incidents with high media interest. This will facilitate consistent equitable access to information while managing the limited availability of City leadership. The JIC will organize, announce, and facilitate press conferences in partnership with the City Communications Manager or their designee. Press conferences will be coordinated by the JIC Manager or an assigned JIC staff person. The JIC and/or City Communications Manager will disseminate notification of the press conference via social media, email, and/or text messaging to appropriate media outlets. Technical experts, such as IT Service Desk and GIS Specialists, will be contacted by phone, email, or in person, to assist with visuals for display at the press conferences. The JIC Manager and/or City Communications Manager will request by email, phone, or in person, the support of the Video Production team as appropriate and available to facilitate technical aspects of the press conference and air the broadcast on the Kirkland Television stations.

The JIC will track, monitor, and when appropriate address social media postings. Staff will provide the JIC Manager, EOC Manager, and City Communications Manager with a written report of topics, trends, and concerns at least once per JIC shift. Responses to social media will be made in accordance with the City of Kirkland Social Media Administrative Guide.

The JIC will coordinate efforts to meet the needs of LEP and alternative communications when producing and releasing public messaging. This will occur for as much content as feasible, but at a minimum for emergency communications. Details of actions and resources to support this effort are outlined in the JIC Manual and LEP Plan.

When requested by the EOC Manager or Incident Commander the JIC will assist in drafting content for an emergency alert or warning, as resources and time allow.

See the JIC Manual for detailed procedures on these and various other roles and responsibilities of the JIC.

Mitigation Activities

- Maintain instruction guides for communication resources.
- Maintain a media guide to provide consistency in messaging.
- Maintain redundant communication methods for message delivery.
- Maintain communication templates and pre-translated key messaging.
- Maintain communication systems and passwords.

Preparedness Activities

- Provide public information and/or crisis communications training to identified staff.
- Practice use of communication templates.
- Expand content and languages of LEP translated material.
- Train and practice delivery of messaging with communication systems.
- Train City leaders in their role and the skills of crisis/risk communications.
- Build relationships with local and regional media outlets and contacts, including but not limited to, broadcast, print, digital, and alternative languages.
- Practice on camera and interview skills.

Response Activities

- Gather information and create messaging for dissemination to the public, including social media posts, videos, graphics or photographs, news releases, website updates, and other identified methods.
- Facilitate press conferences and media availability, as appropriate.
- Provide messaging to leadership prior to public release.
- Translate and create alternate communication deliverables of information, as able and appropriate.
- Respond to messaging or questions for the public as resources and approvals allow.
- Coordinate communications and the release of information with appropriate agencies.
- Share messaging from partner agencies as appropriate.

Recovery Activities

- Provide public information related to recovery efforts including but not limited to recovery assistance, disaster recovery centers, damage assessments, public meetings, shelter locations, transportation, health and safety, and recovery projects.
- Restock and restore any consumable resources used during the response.
- Analyze data of outreach methodologies and review strategies for audience reach and engagement across platforms.
- Prepare input regarding technology challenges related to LEP communications for State post-incident reporting.
- Evaluate the effectiveness of the communication of life safety and other incident messaging through the After Action Report (AAR) process.

Responsibilities

Lead Agency – City Manager's Office (CMO)

- Establish and maintain guidance and procedures for public information dissemination.
- Develop and document information dissemination channels and systems.
- Designate personnel to staff the JIC when requested.
- Facilitate coordination of Agency and Incident information.
- Inform City leaders of available and appropriate information for public release.
- Support coordination and facilitation of media briefings/press conferences.
- Disseminate agency information, and as appropriate incident messaging, using available resources.
- Coordinate agency messaging with Federal, State, County, and/or partners communications staff.

Support Agencies

Kirkland Office of Emergency Management (OEM)

- Establish and maintain procedures for activation and operations of the JIC.
- Coordinate and support public information efforts with the City Manager's Office as appropriate.
- Provide support to Incident PIO's, as requested.
- Coordinate and/or provide delivery of PIO/JIC training to City communicators and identified spokespersons.

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Kirkland Police Department (PD)

- Serve as Incident PIO and/or JIC Manager for law enforcement-related communications.
- Assist in staffing the Incident PIO and/or JIC for non-law enforcement led incidents.

Kirkland Fire Department

- Serve as Incident PIO and/or JIC Manager for fire incident-related communications.

City Communicators – All Kirkland City Departments

- Assist in staffing the JIC and/or communications roles identified for the incident.

Information Technology Department (IT)

- Provide technical support for technology-based communication systems and information dissemination.
- Facilitate broadcast of public information over the City's television channel.
- Assist with the delivery of press conferences.

King County Office of Emergency Management (KCOEM)

- Support regional coordination and dissemination of public messaging.
- Establish and manage a regional JIC and/or JIS as appropriate to the incident.
- Provide the City with the King County public messaging content.
- Assist in translation of messaging.

Washington State Emergency Management (WAEMD)

- Support statewide coordination and dissemination of public messaging.
- Establish and manage a state JIC and/or JIC as appropriate to the incident.
- Provide the City with the State public messaging content.
- Assist in translation of messaging.

Resource Requirements

Resource needs may include trained communications staff; IT resources including digital media; translation services; redundant communication infrastructure; and supplies to reach the whole community in support of dissemination of incident information and resources.

References

City of Kirkland Social Media Administrative Guide (Internal).
Kirkland Joint Information Center (JIC) Manual
Kirkland LEP Communication Guide
Kirkland Daily Communication Plan (TO BE DEVELOPED)
City of Kirkland Administrative Policy Manual (APM) Policy 2-2, Media Relations
APM Policy 2-3, Electronic Reader Board Signs Content and Usage
Revised Code of Washington (RCW) 38.52 – Emergency Management
Presidential Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
Public Law 101-336 The Americans with Disabilities Act (ADA) of 1990

Core Capabilities Annex

The National Preparedness Goal describes 32 core capabilities that address the greatest risks to a community. The National Preparedness goal organizes the core capabilities into one or more of five mission areas: Prevention, Protection, Mitigation, Response, and Recovery.

<table>
<tr><th>Prevention</th><th>Protection</th><th>Mitigation</th><th>Response</th><th>Recovery</th></tr>
<tr><td colspan="5">Planning</td></tr>
<tr><td colspan="5">Public Information and Warning</td></tr>
<tr><td colspan="5">Operational Coordination</td></tr>
<tr><td colspan="2">Intelligence and Information Sharing</td><td>Community Resilience</td><td colspan="2">Infrastructure Systems</td></tr>
<tr><td colspan="2">Interdiction and Disruption</td><td>Long-term Vulnerability Reduction</td><td>Critical Transportation</td><td>Economic Recovery</td></tr>
<tr><td colspan="2">Screening, Search, and Detection</td><td>Risk and Disaster Resilience Assessment</td><td>Environmental Response/Health and Safety</td><td>Health and Social Services</td></tr>
<tr><td rowspan="8">Forensics and Attribution</td><td>Access Control and Identity Verification</td><td rowspan="8">Threats and Hazards Identification</td><td>Fatality Management Services</td><td>Housing</td></tr>
<tr><td>Cybersecurity</td><td>Fire Management and Suppression</td><td rowspan="7">Natural and Cultural Resources</td></tr>
<tr><td>Physical Protective Measures</td><td>Logistics and Supply Chain Management</td></tr>
<tr><td>Risk Management for Protection Programs and Activities</td><td>Mass Care Services</td></tr>
<tr><td>Supply Chain Integrity and Security</td><td>On-scene Security, Protection, and Law Enforcement</td></tr>
<tr><td></td><td>Operational Communications</td></tr>
<tr><td></td><td>Public Health, Healthcare, and Emergency Medical Services</td></tr>
<tr><td></td><td>Situational Assessment</td></tr>
</table>

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GLOSSARY APPENDIX

Definitions

Term	Definition
After Action Report (AAR)	A narrative report that presents issues found during an incident or exercise along with recommendations on how those issues can be resolved.
Annex	Supplementary material to the CEMP that exists as a standalone, independent from the document.
Appendix	Supplementary material to the CEMP that is closely related to the main body of the plan.
Comprehensive Emergency Management Plan (CEMP)	A plan which addressed the mitigation, preparation, response, and recovery activities associated with incidents.
Concept of Operations (CONOPS)	A general overview description of how a plan or operation is intended to function.
Continuity of Government (COG)	A guide to how a government may continue to perform required functions during and after an incident.
Continuity of Operations (COOP)	Documentation of how the City will continue to implement and perform essential services during an incident or disruption.
Damage Assessment	The process of determining the magnitude of damage as the result of an incident.
Delegated Authority	Transferred responsibility for a task or function to another employee.
Emergency City of Kirkland Incident	Any situation natural, technological, or human-caused that may present a real, perceived or anticipated threat to the City and/or its community.
Emergency Alert System (EAS)	A federally mandated program established to enable the President, federal, state, and local jurisdiction authorities to disseminate emergency information to the public via the Commercial Broadcast System.
Emergency Management Assistance Compact (EMAC)	Agreements that provide for jurisdictions in different states to provide resources or other support to one another during an incident.
Emergency Medical Services (EMS)	Emergency Medical Services provides care to the sick and injured at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical control, including ambulance transportation between medical facilities. It commonly includes trained and licensed emergency care providers and specialized transportation vehicles.
Emergency Operations Center (EOC)	A central location for coordination of the City's response to an incident.
Emergency Support Function	The grouping of government capabilities into an organizational structure to coordinate support, resources, program implementation, and services that may be needed to save lives, protect property and the environment, restore services and critical infrastructure, and assist with incident recovery.

Term	Definition
Emergency Worker	Emergency worker means any person registered under RCW 38.52/WAC 118.04 who is registered with the City for the purpose of engaging in authorized emergency management activities or is an employee of the state of Washington or any political subdivision thereof who is called upon to perform emergency management activities.
Essential Services	Those functions, stated or implied, that jurisdictions are required to perform by statute or executive order or are otherwise necessary to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an incident.
Evacuation	A protective action that involves leaving an area of risk until the hazard has passed.
Event	A planned, non-emergency activity.
Federal Disaster Declaration	See Presidential Declaration
Federal Emergency Management Agency (FEMA)	The agency that provides a single point of accountability for all federal activities related to incident mitigation, preparedness, response, and recovery.
Government Emergency Telecommunications Service (GETS)	A service providing priority access telephone dialing during circuit overload conditions.
Governor's Proclamation of a State of Emergency	A proclamation by the Governor in accordance with RCW 43.06 and 38.52 which activates the State of Washington Comprehensive Emergency Management Plan and authorizes State resources to be used to assist affected political jurisdictions.
Incident	An occurrence, either human-caused, technological, or natural phenomena, that requires action by emergency services personnel to prevent or minimize loss of life or damage to property and/or the environment.
Incident Command System (ICS)	The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure for the purpose of coordinating the response to any incident.
Incident Commander (IC)	The individual responsible for the management of operations at the scene of an incident.
Individual Assistance (IA)	Supplementary Federal assistance available under the Stafford Act to individuals, families, and businesses; includes disaster housing assistance, unemployment assistance, grants, loans, legal services, crisis counseling, tax relief, and other services or relief programs.
Joint Information Center (JIC)	A facility to coordinate the public information function during incidents.
Kirkland Emergency Communications Team (KECT)	A group of licensed amateur radio operators who volunteer for the City to provide amateur radio emergency communications capability.
Local Emergency Planning Committee (LEPC)	The planning body for preparing local hazardous materials plans.

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Term	Definition
Mitigation	Any measure that will reduce or prevent the damaging effects of an incident.
Mutual Aid Agreement (MAA)	A formal or informal agreement for reciprocal assistance for emergency services and resources between jurisdictions.
National Incident Management System (NIMS)	A concept that provides for a total approach to all-risk incident management.
National Response Framework (NRF)	The plan that establishes the basis for the provision of federal assistance to a state and the local jurisdiction impacted by an incident.
Preliminary Damage Assessment (PDA)	The joint local, state, and Federal analysis of any damage that has occurred during an incident.
Preparedness	The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from incidents.
Presidential Disaster Declaration	A formal declaration by the President that an Emergency or Major Disaster exists based upon the request for such a declaration by the Governor and with the verification of Federal Emergency Management Agency preliminary damage assessments.
Public Assistance (PA)	Supplementary federal assistance provided under the Stafford Act to state and local jurisdictions, special purpose districts, tribes, or eligible private, nonprofit organizations.
Public Information Officer (PIO)	The person designated to provide incident-related public information and media relations.
Recovery	A short-term and long-term process to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to an improved, state of affairs.
Regional Coordination Framework (RCF)	A mutual aid agreement specific to King County, which encompasses government agencies, non-profit organizations, and private businesses.
Response	The actual provision of services during an incident. These activities help to reduce casualties and damage and to speed recovery.
Robert T. Stafford Disaster Relief and Emergency Assistance Act	(Public Law 93-288, as amended) - The act that authorizes the greatest single source of federal disaster assistance. It authorizes coordination of the activities of federal, state, and volunteer agencies operating under their own authorities in providing disaster assistance, provision of direct federal assistance as necessary, and provision of financial grants to state and local jurisdictions as well as a separate program of financial grants to individuals and families. This act is commonly referred to as the Stafford Act.
Search and Rescue (SAR)	The act of searching for, rescuing, or recovering by means of ground, marine, or air activity any person who becomes lost, injured, or killed while outdoors or as a result of an incident.
Terrorism	The unlawful use of force or violence committed by an individual or group against persons or property in order to intimidate or coerce a government, the civilian population, or any segment thereof in furtherance of political or social objectives.

Term	Definition
Washington State Emergency Management Division (WAEMD)	Washington State Emergency Management Division, responsible for coordinating state-wide emergency management activities.
Washington State Mutual Aid Agreement (WAMAC/WAMAS)	Mutual aid agreement covering cities, counties, and state agencies in Washington State.

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Acronyms

Acronym	Definition
AAR	After Action Report
ADA	Americans with Disabilities Act
Admin	Administrative
AFN	Access and Functional Needs
ALS	Advanced Life Support
AMBER	America's Missing Broadcast Emergency Response
APM	Administrative Policy Manual
ARC	American Red Cross
ASL	American Sign Language
BC	Battalion Chief
BLS	Basic Life Support
BP	British Petroleum
CAO	City Attorney's Office
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CISM	Critical Incident Stress Management
CKC	Cross Kirkland Corridor
CMO	City Manager's Office
CMO	City Manager's Office
COG	Continuity of Government
COOP	Continuity of Operations Plan
CPOD	Commodity Point of Distribution
CWA	Cascade Water Alliance
DHS	Department of Homeland Security
DMCC	Disaster Medical Control Center
DNR	Department of Natural Resources (Washington State)
DNRP	King County Department of Natural Resources and Parks
DOE	WA Department of Ecology
DOH	WA Department of Health
DRC	Disaster Recovery Center
EAP	Employee Assistance Program
EAS	Emergency Alert System

Acronym	Definition
ECC	Emergency Coordination Center
EHMT	Eastside Hazardous Materials Response Team
EM	Emergency Manager
EMAC	Emergency Management Assistance Compact
EMAT	Emergency Management Action Team
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environment Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ERG	Emergency Response Guidebook
ESF	Emergency Support Function
F&A	Finance and Administration Department
FAA	Federal Aviation Administration
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GETS	Government Emergency Telecommunications
GIS	Geographic Information System
HazMat	Hazardous Materials
HM-1	HazMat 1 Vehicle
HMAC	Health and Medical Area Command
HMP	Hazard Mitigation Plan
HR	Human Resources Department
HR	Human Resources
HSEEP	Homeland Security Exercise and Evaluation Program
HSPD	Homeland Security Presidential Directive
I-405	Interstate 405
IA	Individual Assistance
IAP	Incident Action Plan

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Acronym	Definition
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IDDE	Illicit Discharge Detection and Elimination
IT	Information Technology Department
IT	Information Technology
ITS	Intelligent Transportation System
JIC	Joint Information Center
JIS	Joint Information System
KCAC	Kirkland Cultural Arts Commission
KCC	King County Code
KCDOT	King County Department of Transportation
KCECC	King County Emergency Coordination Center
KCEMS	King County Emergency Medical Services
KCOEM	King County Office of Emergency Management
KCSARA	King County Search and Rescue Association
KCSO	King County Sheriff's Office
KECT	Kirkland Emergency Communications Team
KFD	Kirkland Fire Department
KMC	Kirkland Municipal Code
KPD	Kirkland Police Department
KSCO	King County Sheriff's Office
LEP	Limited English Proficiency
LEPC	Local Emergency Planning Committee
MCI	Mass Casualty Incident
MRSC	Municipal Research & Services Center
NAWAS	National Alert and Warning System
NDRF	National Disaster Recovery Framework
NGO	Non-Government Organization
NIMS	National Incident Management System

Acronym	Definition
NOAA	National Oceanic and Atmospheric Administration
NORCOM	North East King County Regional Public Safety Communication Agency
NPDES	National Pollutant Discharge Elimination System
NRC	National Response Center
NRF	National Response Framework
NUD	Northshore Utility District
NWHRN	Northwest Healthcare Response Network
OEM	Office of Emergency Management
P&B	Planning and Building Department
P&B	Planning and Building Department
PA	Public Assistance
P-Card	Purchasing Card
PCS	Parks and Community Services Department
PCS	Parks and Community Services
PD	Police Department
PD	Police Department
PDA	Preliminary Damage Assessment
PETS	Pets Evacuation and Transportation Standards Act
PHSKC	Public Health - Seattle & King County
PIO	Public Information Officer
PNEMA	Pacific Northwest Emergency Management Arrangement
PSAP	Public Safety Answering Point
PSE	Puget Sound Energy
PW	Public Works Department
PW	Public Works
RASKC	Regional Animal Services of King County
RCW	Revised Code of Washington
RR	Resource Request
SAR	Search and Rescue
SARA	Superfund Amendments and Reauthorization Act

DRAFT

Acronym	Definition
SBA	Small Business Administration
SCADA	Supervisory Control and Data Acquisition
SDWA	Safe Drinking Water Act
SEPA	State Environmental Policy Act
SMP	Shoreline Master Program
SOP	Standard Operating Procedure
SPU	Seattle Public Utilities
SR 520	State Route 520
SRIA	Sandy Recovery Improvement Act
SWAT	Special Weapons and Tactics
TMC	Transportation Management Center
TRS	Telecommunication Relay Service
TTY	Text Telephone Service
UC	Unified Command
USAR	Urban Search and Rescue
USCG	United States Coast Guard
VOIP	Voice Over Internet Protocol
WAC	Washington Administrative Code
WAEMD	WA Emergency Management Division
WAEMD	Washington State Military Department - Emergency Management Division
WAMAS	Washington Intrastate Mutual Aid System
WEA	Wireless Emergency Alert
WPS	Wireless Priority System
WSDOT	Washington State Department of Transportation
WSFC	Washington State Fusion Center
WSP	Washington State Patrol
WTD	King County Wastewater Treatment Division
WUTC	Washington Utilities and Transportation Commission

DRAFT

MAPS APPENDIX

These maps are intended to supplement the CEMP and provide for an enhanced understanding of the City of Kirkland and its hazards.

Full-scale maps can be accessed on the City of Kirkland website at www.kirklandwa.gov. Unless otherwise noted, the following maps were created by the City of Kirkland Geographic Information Software (GIS) staff.

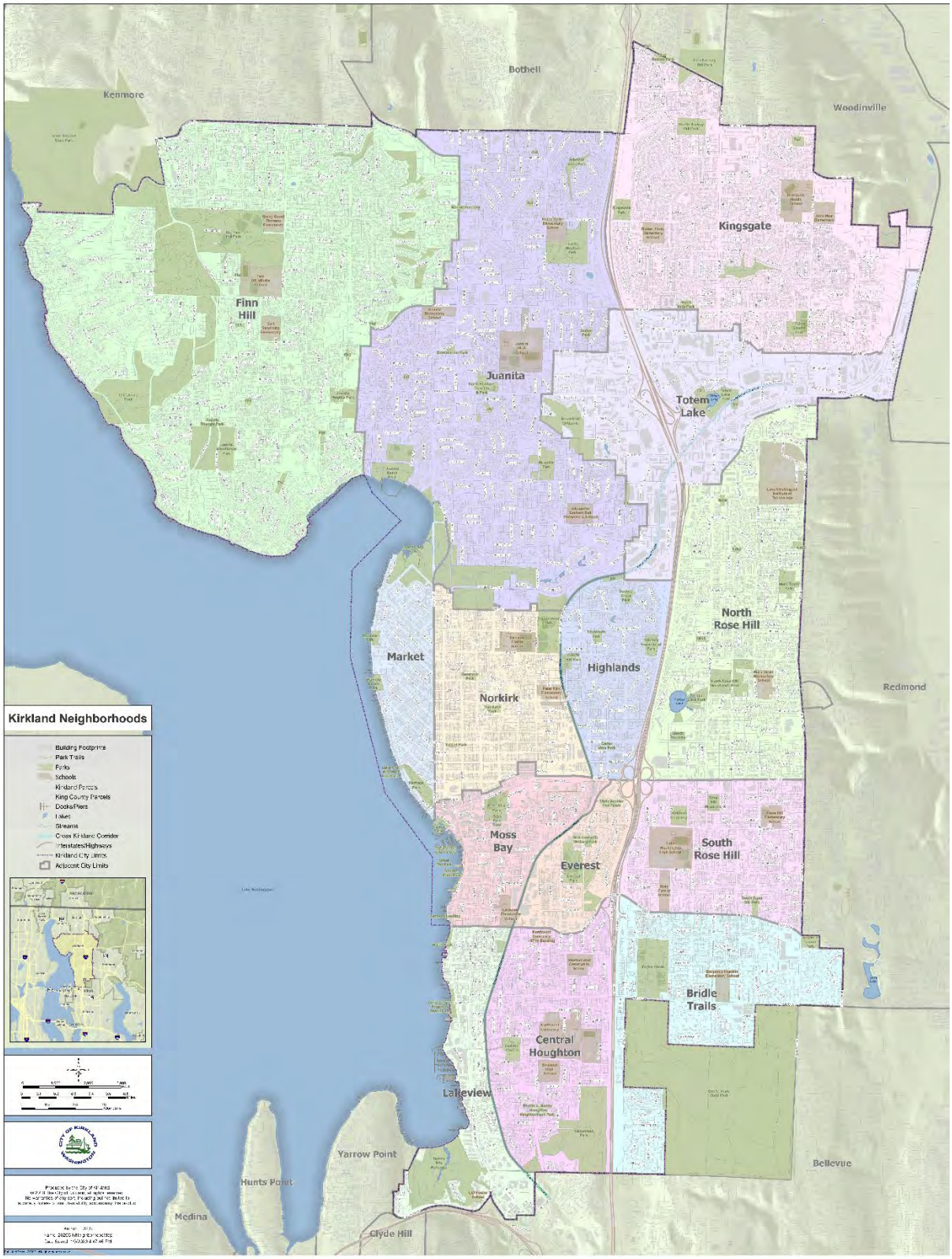
Printed and digital versions of these maps are kept in the Kirkland EOC for incident use.

DRAFT

City of Kirkland Aerial Photo

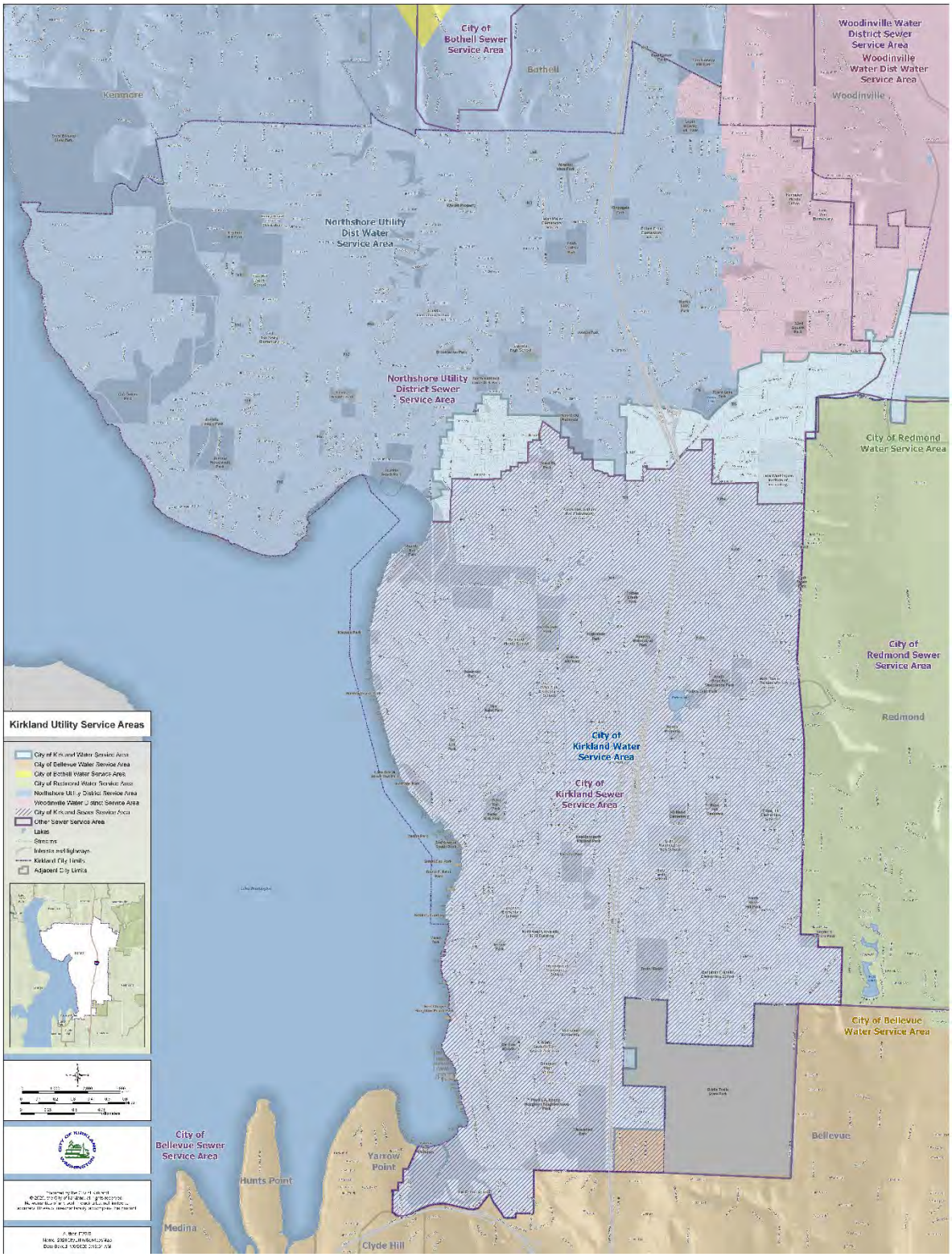
This orthophoto of the City of Kirkland was taken as part of the City's 2018 aerial mapping project.

City of Kirkland Neighborhoods Map



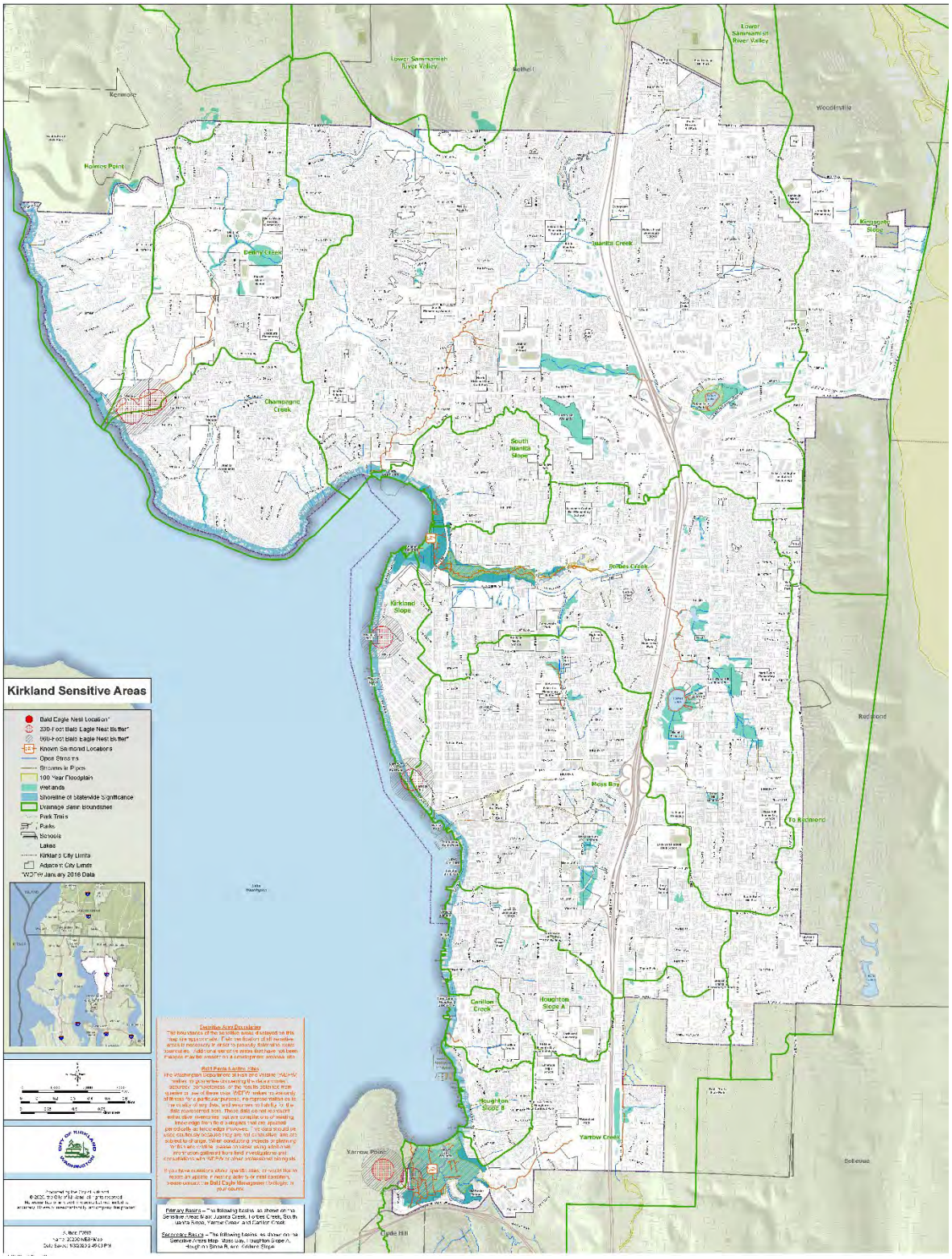
This map shows the neighborhood areas in Kirkland. This map is current as of February 2021.

Water and Sewer Service Area Map



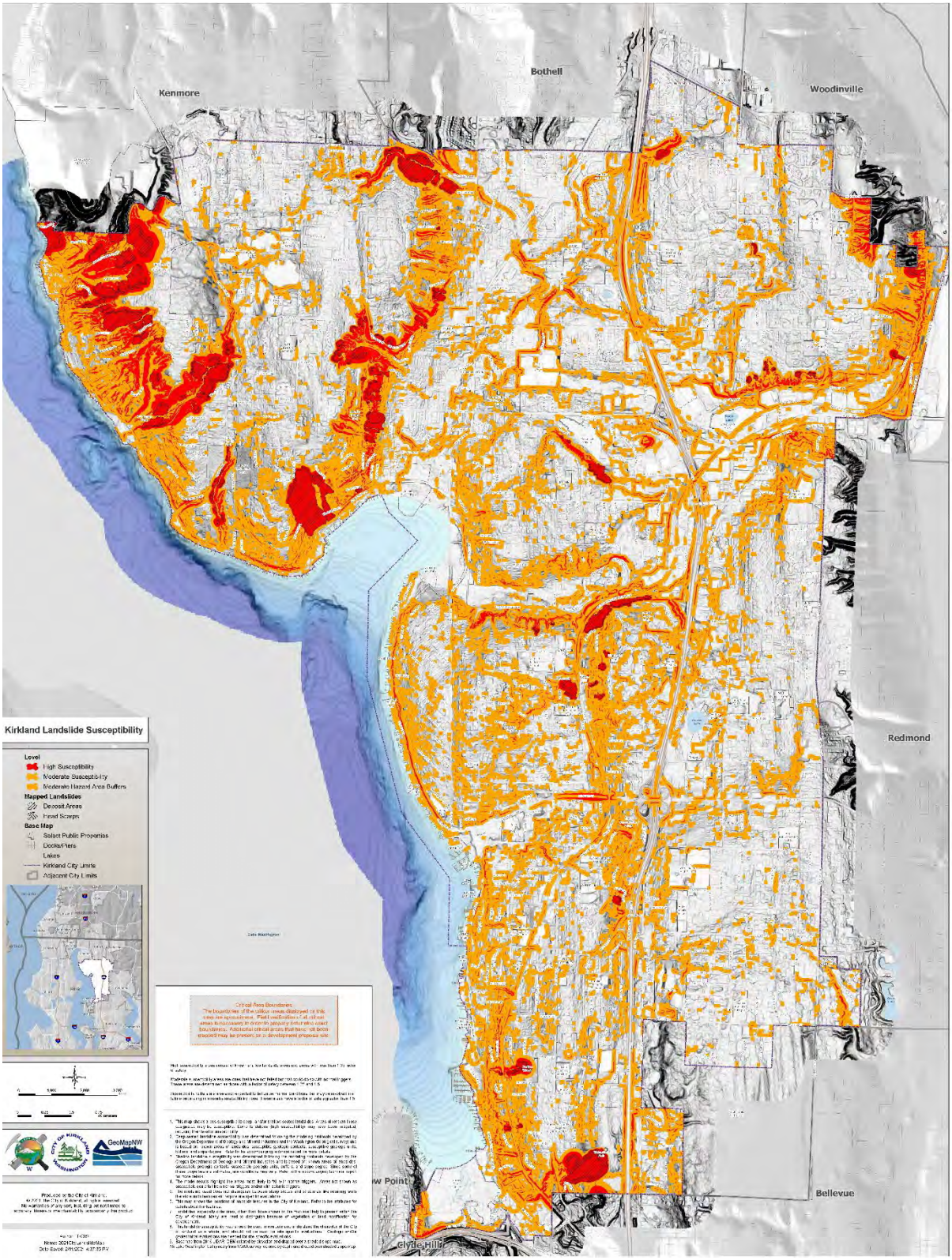
This map shows the areas within the City that are served by the City of Kirkland, Northshore Utility District, City of Woodinville, and the Woodinville Water District. This map is current as of February 2021.

Kirkland Sensitive Areas Map



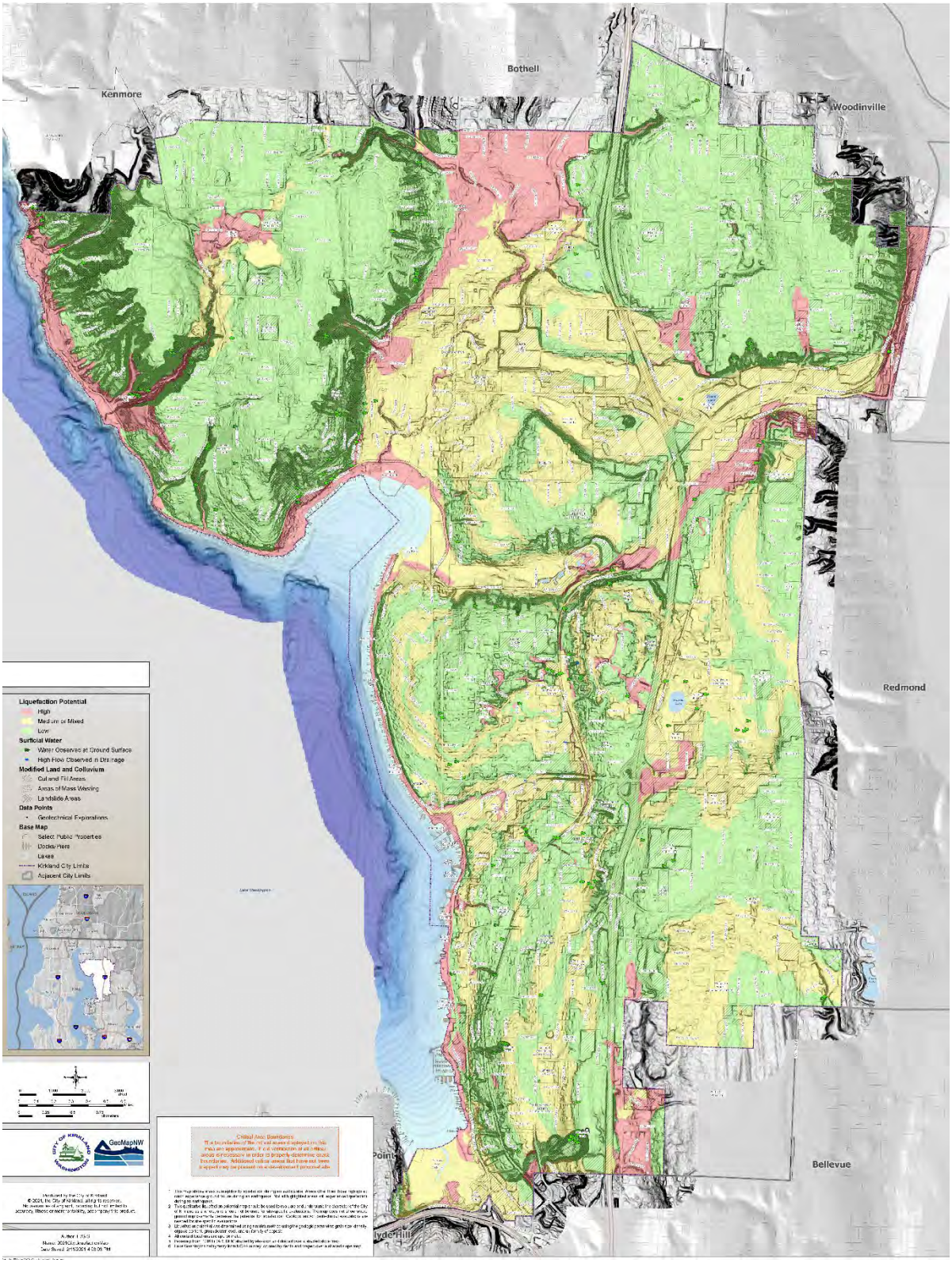
This map shows the City's sensitive areas including wetlands, streams (open and piped), and known salmonid locations. The sensitive areas shown on this map are approximate and have not been surveyed. This map is current as of February 2021.

Kirkland Landslide Hazards Map



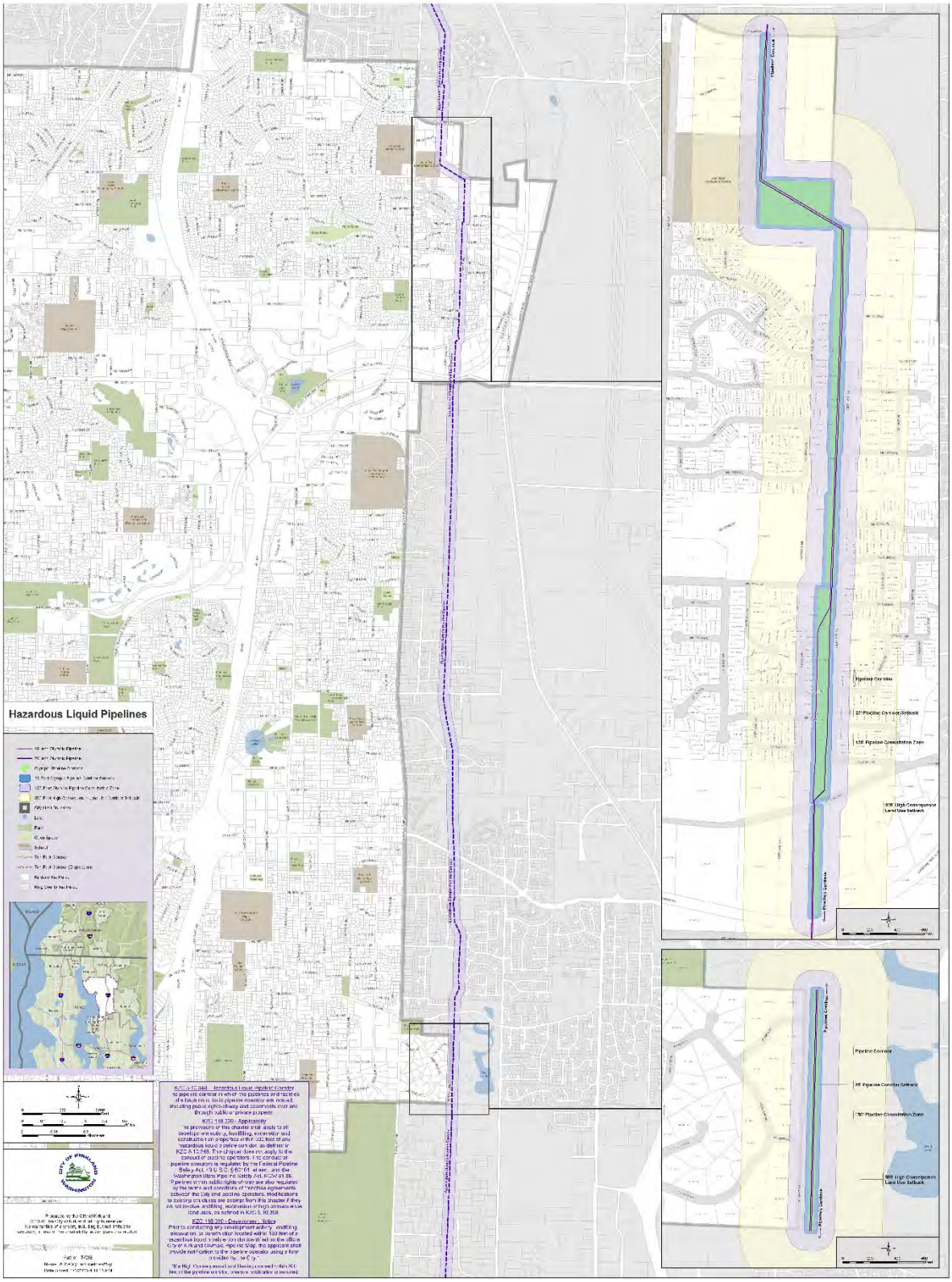
This map shows areas susceptible to deep and/or shallow-seated landslides within the City. It is intended to be used with Chapter 85 of the city's Zoning Code. This map is current as of February 2021.

Kirkland Liquefaction Potential Map



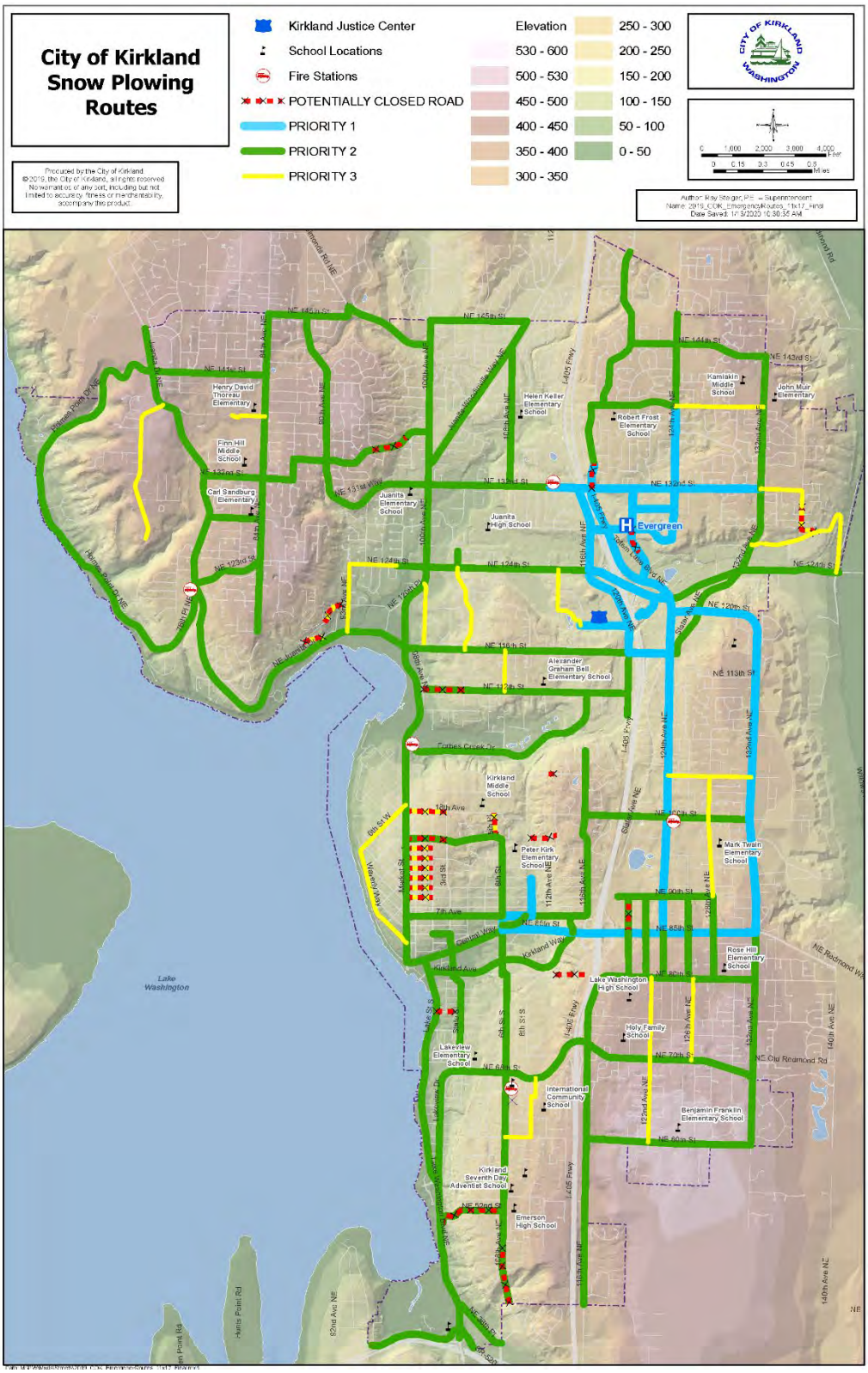
This map shows areas susceptible to liquefaction during an earthquake within the City. This map is current as of February 2021.

Hazardous Liquid Pipelines Map



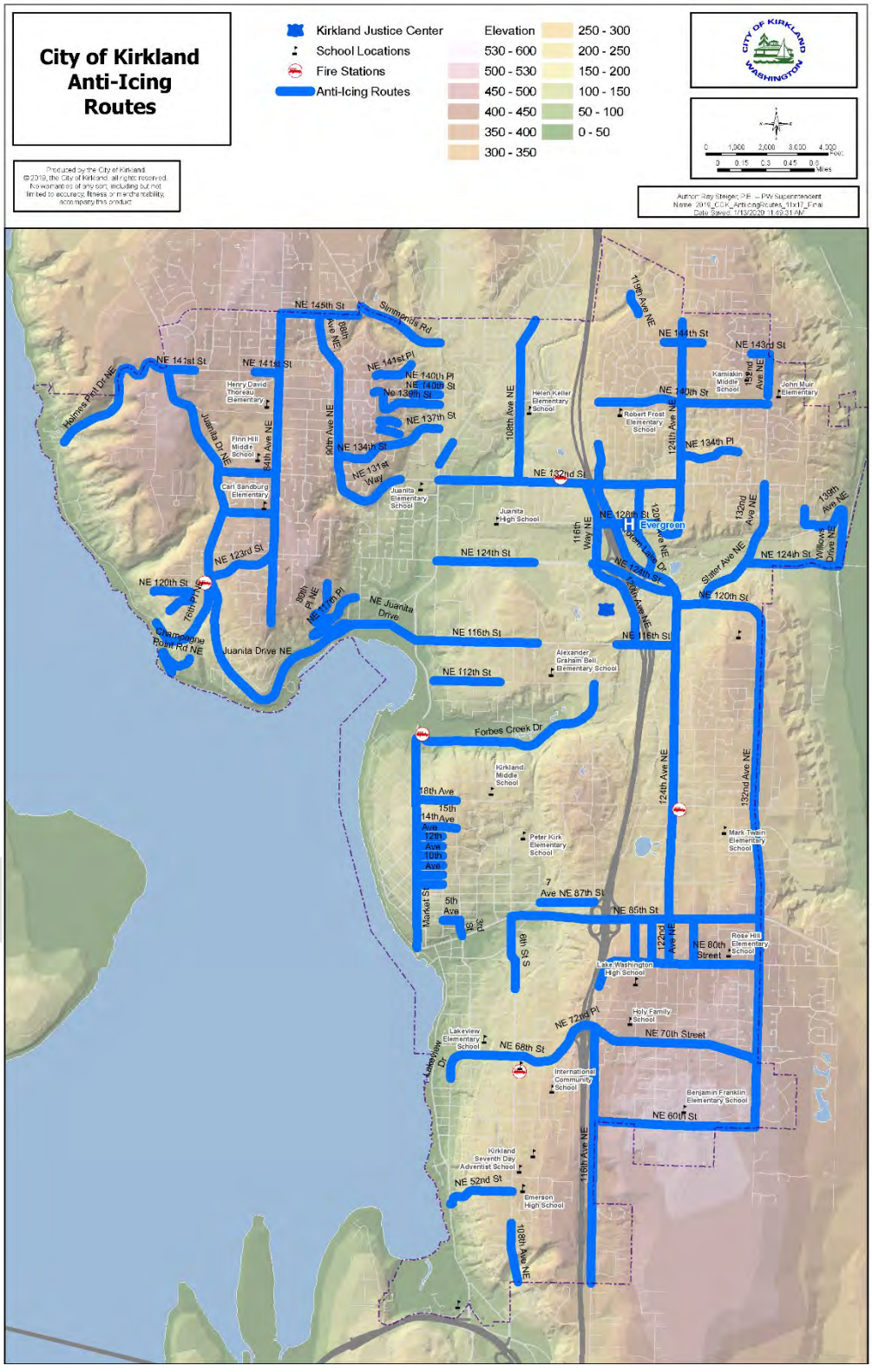
This map shows where the Olympic Pipeline is located. It is intended to be used with Chapter 118 of the City's Zoning Code. This map is current as of February 2021.

Emergency Routes Map



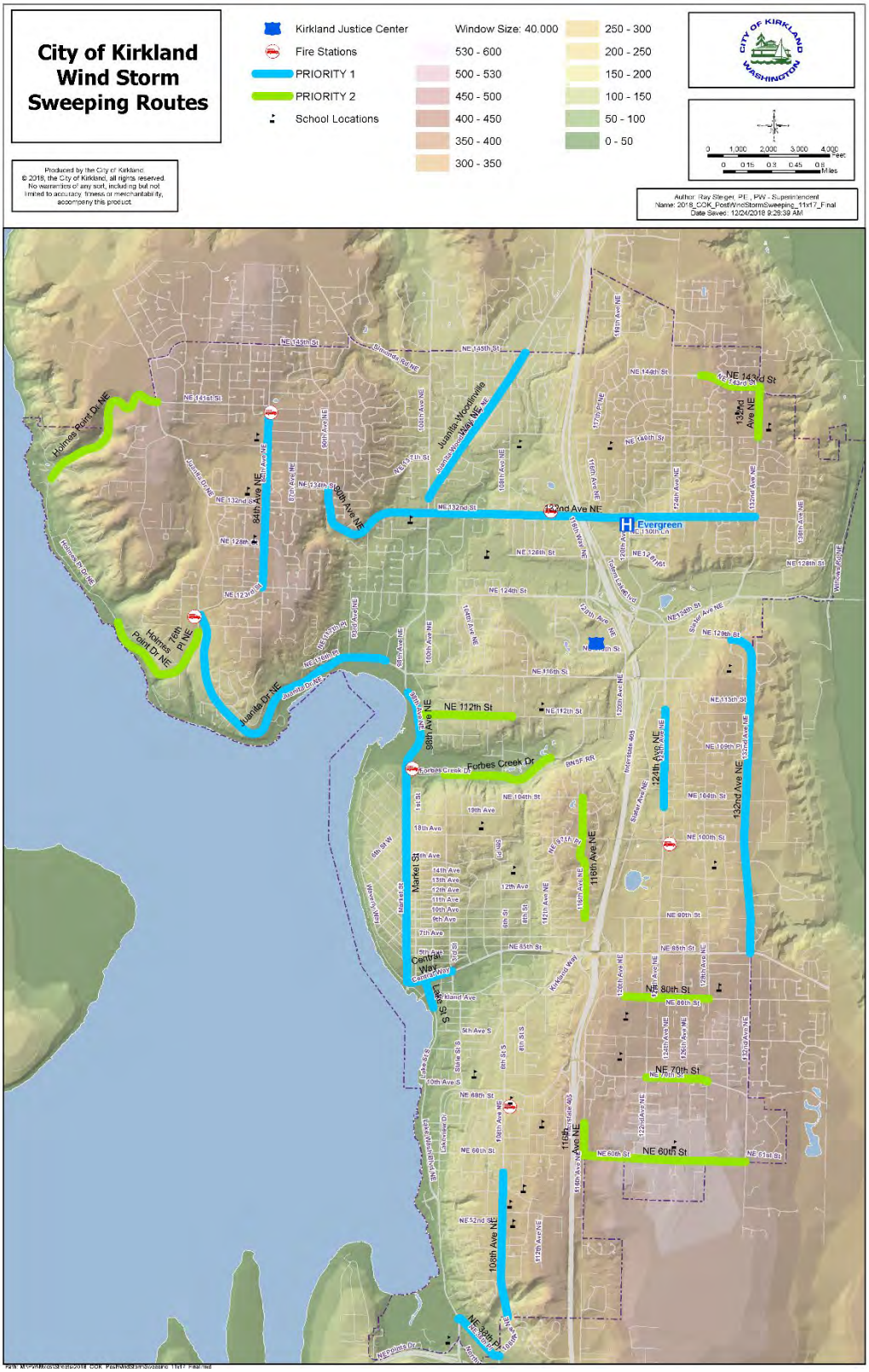
The Emergency Routes map shows the priority routes that the Public Works Street Division will maintain during emergency events. This map is updated annually as part of the Snow and Ice Response Plan.

Anti-Icing Routes



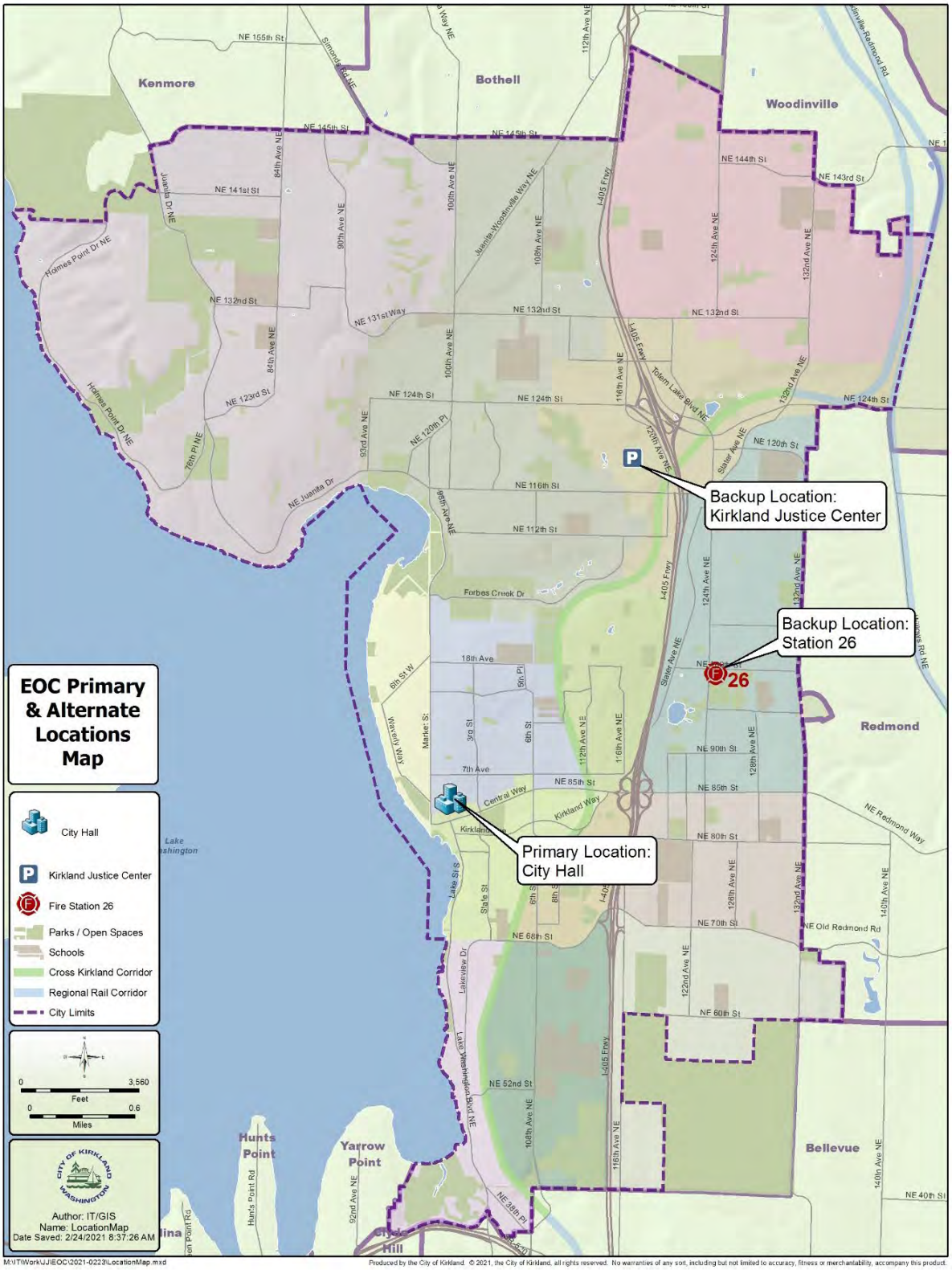
This map shows the City's priority anti-icing routes as determined by the Public Works Department in the event of severe winter weather. It is updated annually as part of the Snow and Ice Response Plan.

Post Wind Storm Sweeping Routes Map



This map shows the priority routes to be cleared by the Public Works Street Division during wind storm incidents.

Kirkland EOC Locations Map



This map shows the primary and secondary locations of the Kirkland EOC. This map is current as of February 2021.

Page Number	Topic	Comments
(example) p14	*Kirkland Vision Statement*	*Like the inclusion of the vision statement from the 2035 plan!*

If there's anything OEM can help you with, please let us know. Thank you for reviewing the CEMP!
EOC@kirklandwa.gov

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: James Lopez, Deputy City Manager for External Affairs
Chanin Kelly-Rae, Owner, Chanin Kelly-Rae Consulting
David Wolbrecht, Senior Neighborhood Services Coordinator
Chelsea Zibolsky, Special Projects Coordinator

Date: April 26, 2021

Subject: R-5434 UPDATE ON THE COMPREHENSIVE ORGANIZATIONAL EQUITY ASSESSMENT

RECOMMENDATION:

To provide preliminary information to any qualified resident considering filing for the Kirkland City Council or the Houghton Community Council, it is recommended that City Council and the public receive an accelerated update on the City's progress conducting a comprehensive organizational equity assessment to identify gaps in diversity, equity, and inclusion in all areas of City policy, practice and procedure as directed in Resolution R-5434 subsection 3b[1].

BACKGROUND DISCUSSION:

Qualified residents who wish to run for the Kirkland City Council or for the Houghton Community Council in 2021 must file as candidates with King County Elections during the week of May 17 – May 21, 2021. To help inform potential candidates interested in the City's implementation of R-5434, this memorandum provides the Council and the public background on Kirkland's Council-Manager form of government and the Houghton Community Council. It also includes an accelerated update on the City's progress conducting a comprehensive organizational equity assessment to identify gaps in diversity, equity, and inclusion in all areas of City policy, practice and procedure. Staff will use this assessment to identify proposed actions and steps necessary to address identified gaps. This update is also designed to provide the City's preliminary findings and likely conclusions as they apply to local elected leadership. A more comprehensive R-5434 update and accomplishments will be the subject of the City Council study session on May 18, 2021. The memorandum is structured in four sections.

I. History of the Kirkland Council-Manager government and Houghton Community Council
II. Overview of the Organizational Equity Assessment
III. Preliminary Observations
IV. Next Actions

[1] R-5434 landing page on the City's website. https://www.kirklandwa.gov/Government/City-Managers-Office/Ensuring-the-Safety-and-Respect-of-Black-People

I. History of the Kirkland Council-Manager government and Houghton Community Council

A. Kirkland Council-Manager Form of Government

The Mayor-Council form of government is the most common type in Washington and used by about 60% of the cities and towns. However, Kirkland is organized as a Council-Manager city and residents may not be as familiar with this form of government. The Municipal Research Services Center (MRSC) has an excellent summary of the various forms of local government and helpful charts that compare how each form of government operates. An MRSC excerpt summarizing the Council-Manager form of government and a link to the MRSC website are included below.

Council-manager is the other common form of government in Washington. As of 2018, this system is used by 54 cities in Washington, comprising about 40% of the incorporated population, including quite a few medium-to-large cities. The basic structure and organization of council-manager governments is set out in Ch. 35.18 RCW (non-code cities) and Ch. 35A.13 RCW (code cities).

The council-manager form consists of an elected city council (which may be elected at-large or from districts) which is responsible for policymaking, and a professional city manager, appointed by the council, who is responsible for administration. The city manager provides policy advice, directs the daily operations of city government, handles personnel functions (including the power to appoint and remove employees) and is responsible for preparing the city budget.

Under the council-manager statutes, the city council is prohibited from interfering with the manager's administration. The city manager, however, is directly accountable to and can be removed by a majority vote of the council at any time.

The council-manager form is based on the model of a business with a board of directors that appoints a chief executive officer. Another familiar public example is the school board-superintendent relationship.

In council-manager cities, a ceremonial mayor presides at council meetings and is recognized as the head of the city for ceremonial purposes but has no regular administrative duties. The mayor is generally selected by the city council and this person must also be a councilmember. According to the provisions of RCW 35A.13.033, the charter of a first class city or the voters of an optional municipal code city may provide for the mayor to be directly elected by the people.

https://mrsc.org/Home/Explore-Topics/Governance/Forms-of-Government-and-Organization/City-and-Town-Forms-of-Government.aspx

The Kirkland City Council consists of seven members elected at large to staggered, four-year terms. Since 1965, Kirkland has operated under a Council-Manager form of government. All budgetary, legislative and policy-making powers are vested in the City Council. Policy making often takes the form of passing ordinances or resolutions, adopting a Biennial Budget, and approving the Six Year Capital Improvement Program. The City Council also conducts interviews

of interested and eligible applicants and appoints them as members on several advisory boards and commissions. In Kirkland's Council-Manager form of government, the Mayor is not a separately elected office. Any member of the City Council may become the Mayor. All seven Councilmembers are elected by the voters, and then the Mayor is selected by a majority vote of the duly elected Council. The Mayor's responsibilities are primarily to preside at Council meetings, and act as head of the City for ceremonial purposes and for purposes of military law. The Mayor votes as a Councilmember and does not have veto power. (RCW 35.18.190; RCW 35A.13.030 Optional Municipal Code cities.)

The Council employs a professionally trained public administrator, the City Manager, to carry out the policies and budgets adopted by the Council and to manage the City's day-to-day operations. The City Manager is appointed by the Council and may be removed by the Council. All other City employees report directly or indirectly to the City Manager.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 90,660. Kirkland is currently the thirteenth largest city in the State of Washington and the sixth largest in King County. Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

B. Houghton Community Council

The Houghton Community Council (HCC) is a creature of state law and the Kirkland Municipal Code (KMC). HCC is technically considered a "community municipal corporation" pursuant to chapter 35.14 RCW. HCC and a similar entity in Bellevue are the only two remaining community municipal corporations in Washington. Provisions related to the HCC in Kirkland constitute KMC Title 2.

In accordance with state law and the code, the HCC is governed by a body of elected by residents within the boundaries of the historical Town of Houghton. HCC exercises both advisory and approval/disapproval authority over a discrete number of specified matters related to land use and zoning regulations that would apply to land, buildings, or structures within its geographical area of jurisdiction. Those matters consist exclusively of the following: comprehensive plan; zoning ordinances; conditional use permits, special exceptions, and variances; subdivision ordinances; subdivision plats; and planned unit developments. As such, and while rare amongst Washington cities, a portion of the City's legislative power is vested in the HCC, and the HCC is a formal part of City government to that extent. City staff provide support to the HCC and the City Attorney represents the HCC in most matters unless there is a potential conflict of interest, in which case outside counsel has sometimes been provided to the HCC.

City staff resources, primarily portions of planners and administrative staff in the Planning and Building Department, as well as City Clerk's office and the City Attorney's office, directly and indirectly support the HCC. The amount of direct support varies each year based on land use issues considered in that year. A very rough estimate of the total time per year invested on direct HCC work by City staff is in the range of .5 to .85 FTE (full time equivalent employee) or

$88,300 to $150,100. For reference, the total time invested on HCC components of major land use permitting (e.g. Northwest University Master Plan) is roughly .15 FTE, or $26,500.

The HCC was founded in 1968, when Kirkland merged with the Town of Houghton. At the time, Kirkland had approximately 6,700 residents and Houghton had approximately 4,000 residents. Houghton had incorporated as a town in 1947 and in 1963 the Town Council rezoned the Houghton waterfront for residential uses to prevent the development of potential future industrial uses. The Houghton Consolidation Committee explored merging Houghton with Seattle, Bellevue, or Kirkland, and ultimately settled on Kirkland, which was perceived to have a more responsive and effective government. Consolidation was allowed pursuant to House Bill 115, the Community Council Law, which was intended to make consolidation more attractive for smaller towns and cities by allowing a smaller town, after consolidation with a larger jurisdiction, to retain control over land use matters via an elected Community Council. The consolidation between Houghton and Kirkland was voted on by members of both cities and approved on April 30, 1968.

The HCC has a collaborative relationship with the City Council, the Planning staff and the Planning Commission. The HCC and the Planning Commission often meet in joint sessions to hold public hearings or deliberate on legislation. Today, the HCC also provides advisory comments on land use and zoning matters. These range from Master Plans (quasi-judicial permits) that are confined entirely within the HCC's geographic jurisdiction, to City-wide land use policies and zoning regulations (legislative actions). Examples of such policies include those that pertain to shoreline management, tree protection, and affordable housing. The HCC's advisory guidance is also considered by the Planning Commission and Hearing Examiner through the joint hearing processes, when those bodies seek to craft recommendations to the City Council that would be acceptable to the HCC.

After the City Council considers approval or rejection of these permits, policies and regulations, the City Council's decision is subject to disapproval by the HCC within the boundaries of the Houghton geographic jurisdiction. If the HCC vetoes a City-wide land use decision, that legislation does not apply within HCC's jurisdiction, although it remains in effect in the rest of the City. If the HCC vetoes a permit decision within the jurisdiction of the HCC, that permit is denied. The HCC has used its disapproval authority sparingly over the decades, preferring to seek compromise solutions. However, some vetoes have occurred. Examples of HCC's exercise of disapproval jurisdiction on matters related to the Kirkland Zoning Code Amendments (Legislative Authority) are provided in Attachment A.

II. Overview of the Organizational Equity Assessment

Among other items, R-5434 called for a comprehensive organizational equity assessment. In early January 2021, the City contracted with Chanin Kelly-Rae Consulting to conduct this assessment. Chanin Kelly-Rae Consulting led the organization-wide diversity and implicit bias training for all City staff throughout 2019. An update on that work was presented to Council on December 10, 2019[2]. Ms. Kelly-Rae's prior work with the City provides the foundation for staff across the organization to be prepared for the equity assessment process.

[2] December 10, 2019, City Council meeting staff memorandum. https://www.kirklandwa.gov/files/sharedassets/public/city-council/agenda-documents/2019/dec-10-2019/8b_specialpresentation.pdf

The purpose of a comprehensive organizational equity assessment is to allow City Council, City staff, and the community to better understand issues related to organizational and community inequities and to identify strategies for addressing those inequities in City government and the community. As part of the organizational equity needs assessment, Ms. Kelly-Rae is guiding a gap analysis and strategic planning process involving the community to better position the City in identifying internal and external growth opportunities relative to the areas of diversity, equity, and inclusion. The result of this work will be an "Equity Plan of Record", which is intended to inform various programs, policies, and practices across the City organization, not just those identified in R-5434.

Ms. Kelly-Rae's approach to the organizational equity needs assessment is separated into five phases: Implicit Bias Training, Planning and Scoping, Organizational Equity Needs Assessment, Gap Analysis, Presentation and Publication of Equity Plan of Record.

Organizational Equity Needs Assessment
After planning and scoping in collaboration with a core team of staff, Ms. Chanin-Rae's work on the organizational equity needs assessment began in earnest in February 2021. The needs assessment has included interviews, focus groups, and listening sessions, an all-staff survey, forming of a Community Diversity Advisory Group, and strategic document review.

Below is a list of internal and external interviews and listening sessions conducted since the beginning of Ms. Kelly-Rae's work:

- Internal
    - City Council
    - Houghton Community Council
    - Department Directors
    - Staff listening sessions (four total)
- External
    - Eastside Change Coalition
    - Eastside Race and Leadership Coalition -organized student group
    - Eastside Embrace

Additional internal and external listening sessions are scheduled in the coming months with the following groups:

- Internal
    - Kirkland Police Department
    - Kirkland Fire Department
- External
    - Kirkland Interfaith Network
    - Indivisible Kirkland
    - Welcoming Kirkland Initiative

Further, Ms. Kelly-Rae distributed an all staff survey to garner additional feedback from staff, which will be valuable in identifying the City's strengths and needs for improvement. Ms. Kelly-Rae has also completed an initial review of internal data, policies, and related documents. Although feedback is still being collected, Ms. Kelly-Rae has begun data analysis. The insights

gained from the data gathered will identify opportunities to impact change of internal culture and external services and will aid in the development of a diversity, equity, and inclusion (DEI) dashboard. This will be done via the next phase of Ms. Kelly-Rae's work: a gap analysis.

Gap Analysis
In the coming months, Ms. Kelly-Rae, City staff, and external stakeholders will come together to engage in the strategic development process to identify performance measures and goals, develop strategies, and design and publish an Equity Plan of Record. The Equity Plan of Record will articulate those actionable strategies, processes, and initiatives that the City will pursue to accomplish organizational DEI goals. Presentation of the draft Equity Plan of Record to the City is planned for early fall of 2021 in advance of Council's anticipated adoption of the Plan sometime later in the fall or early winter of 2021.

Preliminary findings from Ms. Kelly-Rae are provided below. An overview of the status of key milestones in Ms. Kelly-Rae's process can be found in Attachment B.

III. Preliminary Observations

For those persons seeking additional information prior to running for public office this year, Ms. Kelly-Rae will be making a more detailed presentation discussing early findings and insights during the May 4, 2021 study session. Some of the points that will be discussed during this presentation include:

Houghton Community Council

The March 16, 2021 letter from Mayor Penny Sweet inviting the HCC to be part of the equity assessment process is provided as Attachment C. After her initial work, Ms. Kelly-Rae notes that decisions made by the Houghton Community Council have implications outside of their own jurisdiction that impact to the whole of the City of Kirkland. The K-12, higher education, business/commerce, and residential sectors are all impacted in ways both great and small by the HCC through the execution of their authority.

The full scope of that influence must be better understood and communicated; therefore, Ms. Kelly-Rae needs to complete additional outreach and engagement more broadly with stakeholders both within the HCC jurisdiction and outside of their three (3) neighborhood footprint. Currently, discussions are underway to secure the full participation of all members of the HCC.

Citywide Data Collection

More time and attention are required during the data collection stage because there is no central repository of information that outlines objectives and key results by department which would align specific strategic actions with data and metrics. Ms. Kelly-Rae will need to build the framework and roadmap, then review and assess. Directors and City staff are participating fully in every aspect of the initiative.

Community Diversity Advisory Group

Early in the R-5434 community engagement process, staff built off best practice research and community learning to develop a means to offer honoraria to focus group participants. Staff relied on a related Puget Sound Regional Council (PSRC) policy that was adopted in Fall 2020. Staff determined that providing honoraria to early action focus group participants would help decrease barriers to participation for those that may need to obtain child care or incur other expense in order to participate, while also acknowledging the time, energy, and effort in discussing structural racism with City staff, which often included sharing painful personal stories.

Paying community members who provide longer-term input than a single focus group remains an area of City procurement and contracting that requires additional exploration and development. As a result, special processes had to be designed and executed to compensate members of the Community Diversity Advisory Group advising this process. Procurement and contracting barriers will present a future challenge as independent contractors require business licenses with the state of Washington, City of Kirkland, and quite possibly additional jurisdictions dependent upon where those participants reside.

Further complicating the process of participation is the requirement that contractors must have professional and general liability insurance coverage as a business entity, whereby creating a disparate impact for those not meeting the requirements.

Most impacted will be people with low(er) incomes and those from underrepresented minority communities. Policies are needed that will allow for stipends to compensate participants of special advisory groups without the burdens highlighted above. Staff now working on solutions to this challenge as part of the equity assessment work plan.

IV. Next Actions

Below is an outline of Ms. Kelly-Rae's next actions on the organizational equity gap assessment:

1. Citywide Equity Survey for the entire City of Kirkland
2. Expanded Outreach and Engagement to Assess the Impacts of Houghton Community Council
   - Kirkland Chamber of Commerce
   - Northwest University
   - Lake Washington School District
3. 1:1 Equity Needs Assessment Interviews with Houghton Community Council Members
4. Community forums/focus groups
5. Completion of Kirkland City staff listening sessions
6. Continue review of departmental policies, processes, and procedures

NEXT STEPS

Ms. Kelly-Rae and staff welcome any questions or discussion during the study session. Staff will be bringing an additional update on Resolution R-5434 to the May 18, 2021, Council meeting.

Houghton Community Council

Examples of Exercise of Disapproval Jurisdiction on Matters Related to the Kirkland Zoning Code Amendments (Legislative Authority)

UPDATED April 22, 2021

General

- School heights (more restrictive)

KZC 90

- Reasonable Use Exceptions (less restrictive)

KZC 112

- Inclusionary zoning requirements for affordable housing not adopted (except for HENC zones), provisions may be used voluntarily (less restrictive)

KZC 113

- Cottage, Carriage and Two/Three-Unit Homes (more restrictive)

KZC 115

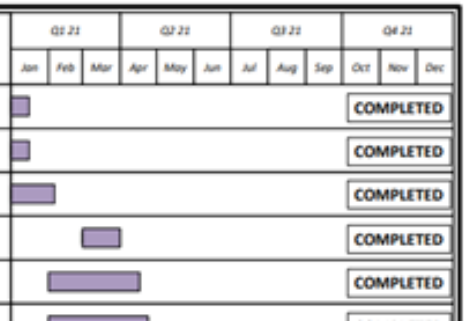
- FAR limits in single family zones (less restrictive)
- Garage design in single family zones (less restrictive)
- Solar panels on flat roofs 6" height bonus (more restrictive)
- 4' setback for bay windows and other projections in single family zones (less restrictive)
- Porches in setbacks (more restrictive)
- Boat and trailer parking (less restrictive)
- Marijuana business buffers from childcare centers (more restrictive)

KZC 127

- Homeless encampments
    - Must be sponsored by local church, can't be sponsored by other community organizations (more restrictive)
    - Notices must be sent to HCC

Diversity, Equity, Inclusion, and Belonging [DEIB] Strategic Project Mapping Initiative Milestones

ID	Deliverable Task	Start	Finish	
1	Formation of DEIB Strategic Advisory Group	1/1/2021	1/15/2021	COMPLETED
2	D&I staffing assignment for DEIB Project Initiative	1/1/2021	1/15/2021	COMPLETED
3	Develop framework and scope for needs assessment	1/1/2021	2/5/2021	COMPLETED
4	Community Diversity Advisory Group [CDAG] Seated	3/1/2021	3/31/2021	COMPLETED
5	Review of internal data, policies, and related documents	2/1/2021	4/16/2021	COMPLETED
6	Administration of individual interviews, forums, surveys for needs assessment, gap analysis.	2/1/2021	4/23/2021	COMPLETED
7	Conduct focus groups, forums with relevant stakeholders to secure input on city programs and services	2/1/2021	8/31/2021	IN PROCESS
8	Gap Analysis. Data analysis of all data/insights collected resulting in recommendations for action	4/1/2021	5/7/2021	IN PROCESS
9	Departmental Planning and Strategy for Equity Planning and Strategic Alignment	4/19/2021	9/30/2021	IN PROCESS
10	Kirkland City Council Retreat	7/1/2021	7/30/2021	
11	Equity Plan of Record – Organizational development and diversity management plan, DEI Dashboard/Output goals	11/1/2021	11/30/2021	
12	Community Engagement and Outreach Activities	1/1/2021	12/31/2021	IN PROCESS
13	Staff Diversity & Inclusion Training	1/1/2021	12/31/2021	IN PROCESS



March 16, 2021

Dear Chair Whitney, Vice Chair Kappler, and Houghton Community Councilmembers;

As elected leaders that share a deep love of our City and a commitment to ensuring Kirkland is one of the best places in America to live, work and play, the Kirkland City Council and the Houghton Community Council have had a long and collaborative partnership. This partnership helped unite our community and guide Kirkland through the unique tragedies and triumphs of the COVID-19 pandemic that erupted in Kirkland on February 29, 2020 and continue to this day.

This partnership was reaffirmed by an important and collaborative discussion that occurred on March 10, 2021 that included me, Councilmember Neal Black, Councilmember Kelli Curtis, and Houghton Community Councilmembers Rick Whitney, John Kappler and Larry Toedtli, regarding another national tragedy this past year: the killing of George Floyd on May 25, 2020 by police officers in Minneapolis, Minnesota. In Kirkland, there were protests and necessary calls to address social injustice and structural racism and to improve the safety and respect of Black and brown people in our community. The City Council unanimously adopted Resolution R-5434 (attached) on August 4, 2020. R-5434 affirms that Black lives matter and adopts a framework of long overdue actions to improve the safety and respect of Black people and help end not just structural racism, but all structural barriers to equality in Kirkland. R-5434 builds on the important work to create a community where everyone belongs that started with adopting R-5240 on February 21, 2017. R-5240 declares Kirkland a safe, inclusive and welcoming community.

The first two sections of R-5434 are focused appropriately on police accountability and transparency measures. However, Section 3 of the resolution directs the City Manager to evaluate possible changes to City organizational structures, programs, and policies, including the Kirkland Municipal Court, procurement systems, public art and community events, and land-use planning and implementation. One of the key actions to accomplish the goals of R-5434 is initiating a comprehensive equity assessment of all areas of City policy, practice and procedure, and proposed actions to address equity gaps.

Within the framework of R-5434, the City has worked to address the need for social justice and equity in policy and procedures throughout 2020. We are taking a hard look at how our actions continue a history of inequity by denying opportunities for those that have been disadvantaged by these structural barriers. To inform this work, we need to hear from those who are most impacted by our legislative policies. Section 4 of R-5434 calls for extensive community engagement and facilitation of citywide conversations about structural barriers to equality and policy and program solutions. At the February 16 City Council meeting, the Council authorized the City Manager to broaden our public outreach, which rightly began with Black community members, to all members of the Kirkland community. This outreach will include surveys, Town Halls, public hearings, social media campaigns and much more.

The City Council has always envisioned the Houghton Community Council (HCC) as being part of this important community dialogue. As a governing body with significant land-use authority, we believe it is necessary for the Community Council to partner with us again as we look critically at ways our community has inadvertently perpetuated barriers to equity and inclusion. We invite you to join us in this work of creating equity, justice and inclusion for everyone. We offer our staff and consulting resources to support the HCC in this effort. Together, we can realize a Kirkland where everyone feels – and knows – they belong.

The City Council understands that 2021 is the year that the HCC will consider placing a ballot measure before the voters of Houghton to extend the HCC through December 31, 2025. When the six of us met, we did not realize that RCW 35.14.060 that governs community councils requires that a resolution for continuation needs to be filed "not less than seven months" prior to the end of the current term. This means action by May 31, 2021. We appreciate the March 15 email from Mr. Whitney highlighting both this requirement, and the need for candidates for the HCC to file by May 21, 2021

However, this still does allow the HCC to defer action until the April HCC meeting. The City Council respectfully requests the HCC not act on the resolution at the March 22 meeting so that the members of the HCC have opportunity to participate in thoughtful discussions of how everyone in Kirkland can help eliminate structural barriers to equal opportunity.

The City contracted in January with Chanin Kelly-Rae Consulting to conduct the City's equity assessment. The scope of Ms. Kelly-Rae's contact includes interviewing Kirkland City Councilmembers as well as members of the HCC and the Planning Commission. We have asked her to expedite this process with the HCC. The City Council is requesting that the HCC defer action to place an extension on the ballot until Ms. Kelly-Rae has completed her interviews with members of the HCC and some focused outreach can be completed and presented to the HCC. We believe this can be accomplished before the HCC meets in April. I will also be presenting this letter and request to you at the March 22 HCC meeting on behalf of the full Council.

If you have any questions, please contact me at psweet@kirklandwa.gov or City Manager Kurt Triplett at ktriplett@kirklandwa.gov.

Sincerely,

CITY OF KIRKLAND

Penny Sweet
Mayor

Attachment: Resolution R-5434

RESOLUTION R-5434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AFFIRMING THAT BLACK LIVES MATTER AND APPROVING THE FRAMEWORK FOR KIRKLAND TO BECOME A SAFE, INCLUSIVE AND WELCOMING COMMUNITY THROUGH ACTIONS TO IMPROVE THE SAFETY AND RESPECT OF BLACK PEOPLE IN KIRKLAND AND END STRUCTURAL RACISM BY PARTNERING WITH THOSE MOST AFFECTED

WHEREAS, On February 21, 2017 the City Council adopted Resolution R-5240 declaring Kirkland a Safe, Inclusive and Welcoming Community for all people; and

WHEREAS, following adoption of Resolution R-5240, the City has taken many budgetary and policy actions to make progress towards this goal but recognizes there is still much more to be done to achieve equity, justice and inclusion for everyone; and

WHEREAS, since the tragic killing of George Floyd by a police officer on May 25, 2020 in Minneapolis, Minnesota, there have been dozens of protests, marches and rallies in Kirkland calling for an end to structural racism and for the City to demonstrate that Black lives matter; and

WHEREAS, at the June 16, 2020 City Council meeting, the Council issued a formal statement to the community on issues of structural racism and injustice and requested that the City Manager develop "a framework for a citywide response to the issues of bias and racism towards our Black and brown community members" to be presented at the July 7, 2020 Council meeting; and

WHEREAS, the June 16 statement also asked the City Manager to bring to the July 7, 2020 Council meeting "a request for necessary resources for early implementation actions and community-wide conversations on these critical topics"; and

WHEREAS, the Eastside Race and Leadership Coalition has for several years brought together local stakeholders from across the community in pursuit of a vision in which the diversity of leaders in local government, social service and non-profit organizations, commerce and education sectors reflect those living in the communities, and that the decisions they make respect the cultural and social differences of those living, working, learning and growing in these communities and eliminate barriers that would otherwise keep them from achieving their fullest potential; and

WHEREAS, several notable Black leaders from the Eastside Race and Leadership Coalition formed a group called the Right to Breathe Committee, and since June 12, 2020 have been engaging the City in discussions and have called upon the City to abolish systemic Anti-Blackness to ensure equal justice, provide oversight and accountability through equitable shared decision-making that embodies the phrase "nothing about us without us", and de-escalate encounters involving people enforcing laws and rules against Black people; and

WHEREAS, community members have encouraged the City to evaluate police policies against the national Campaign Zero's "8 Can't Wait" campaign to end police violence, and to commit to President Barack Obama's four part "Mayor's Pledge", which includes: reviewing the City's police use of force policies; engaging the Kirkland community by including a diverse range of input, experiences, and stories in the review; reporting the findings of the review to the community and seeking feedback; and reforming the City's police use of force policies;

WHEREAS, this resolution incorporates elements of the "8 Can't Wait" and "Mayor's Pledge" initiatives and is also intended to create a path to progress on the goals of community stakeholders seeking change;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby directed to develop Transparency strategies to allow the community and the Council to understand how the City as an organization is performing. These strategies shall include but are not limited to:

a. Developing a police "use of force" public dashboard;
b. Evaluating enhancements to the existing police dashboard that help guard against bias in police action;
c. Developing a School Resource Officer public dashboard;
d. Developing a Human Resources public dashboard;
e. Developing a Human Services public dashboard; and
f. Other strategies identified by the community and the Council.

Section 2. The City Manager is further directed to develop Accountability strategies to allow the community and the Council to understand the City's current police use of force policies and identify possible changes to such policies. These strategies shall include but are not limited to:

a. "8 Can't Wait" police use of force policy review;
b. Contracting for third party policy use of force review and use of force data evaluation and analysis;
c. Structured Council use of force policy and data deliberations;
d. Evaluating options for independent civilian oversight of police use of force.
e. Developing a police body camera pilot program; and
f. Review of national best practices for alternatives to police for

serving those experiencing homelessness, behavioral health issues, drug addiction and other community challenges.

Section 3. The City Manager is further directed to develop further Accountability strategies to allow the community and the Council to understand and identify possible changes to other City organizational structures, programs, and policies. These strategies shall include but are not limited to:

a. Evaluating implementation of a community court to reduce disproportional impacts on traditionally marginalized populations;
b. Contracting for a comprehensive City organizational equity assessment to identify gaps in diversity, equity and inclusion in all areas of City policy, practice and procedure, and to identify proposed actions steps to address these gaps;
c. Conducting a comprehensive review of City procurement and contracting processes and documents to eliminate barriers for disadvantaged businesses enterprises to compete for City projects;
d. Evaluating whether public art, public symbols, special events and City programming in Kirkland are welcoming to all community members;
e. Expanding the diversity of public art, symbols, events and programming to be more inclusive; and
f. Other strategies identified by the community and the Council.

Section 4. The City Manager is further directed to develop Community Engagement strategies to facilitate citywide conversations about structural racism and policy and program solutions. These strategies shall include but are not limited to:

a. Community engagement process centered around Black people;
b. Targeted additional stakeholder engagement including Indigenous people and people of color, with a focus on including intersectional voices;
c. Town Halls, virtual meetings and small group discussion;
d. Surveys, mailers and social media campaigns;
e. Council retreat and public hearings; and
f. Other strategies identified by the community and the Council.

Section 5. The City Manager is further directed to develop Funding strategies to implement the entire framework set forth in this resolution. These strategies shall include but are not limited to:

a. Funding an outside review of police use of force;
b. Funding a body camera pilot project;
c. Funding community engagement strategies;
d. Reserving additional funding to implement ideas from community engagement, a national best practices review, and the equity assessment; and
e. Meeting other funding needs identified by the community

and the Council.

Section 6. The City Manager is hereby directed to return to the Council by August 4, 2020 with funding recommendations for Council authorization to implement the elements of the framework resolution.

Passed by majority vote of the Kirkland City Council in open meeting this 4 day of August, 2020.

Signed in authentication thereof this 4 day of August, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

CITY OF KIRKLAND
Police Department
11750 NE 118th St., Kirkland, WA 98034-7114 425.587.3400
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Cherie Harris, Chief of Police
Lisa Brouelette, Lieutenant

Date: April 20, 2021

Subject: National Correctional Officers Week Proclamation

RECOMMENDATION:

That the Mayor proclaim May 2-8, 2021 as National Correctional Officers Week.

BACKGROUND DISCUSSION:

National Correctional Officers Week is an annual week-long celebration of the professionalism, dedication and courage exhibited by Correctional Officers as they perform increasingly complex and demanding roles. On May 5, 1984, President Ronald Reagan signed a proclamation creating "National Correctional Officers Week" which would fall on the first full week of May each year.

Congress, by Senate Joint Resolution 132, designated the week beginning May 6, 1984 as "National Correctional Officers Week" and authorized the President to issue an appropriate proclamation. Each year since then, the first week of May has been dedicated to recognizing the valuable contributions to public safety made by Correctional Officers.

The City of Kirkland currently employs 18 corrections officers at the Kirkland Police Department Correctional Facility. These staff play an important role in safeguarding the community by providing safe, secure and humane incarceration of those within their custody. The dedication and courage of our corrections personnel were especially highlighted at the onset of the pandemic, as specific protocols and measures were put in place to protect the health and safety of those in custody as well as corrections personnel. Our personnel's service to our community during this challenging time has been exemplary.

Kirkland's correctional facility is housed at the Kirkland Justice Center. Opened in May 2014, the Justice Center locates the base for court, police, and corrections services and is centrally located in Totem Lake. The City invested approximately $35 million to purchase the building and renovate it to a state-of-the-art facility that was awarded the Silver designation for the Leadership in Energy and Environmental Design (LEED®) rating system developed by the U.S. Green Building Council.

By proclaiming the week of May 2-8, 2021, National Correctional Officers Week, all Kirkland residents and businesses will be encouraged to recognize and thank all Correctional Officers for their courage, service and dedication during this week and throughout the year.

Attachment A: Proclamation

A Proclamation of the City of Kirkland

Proclaiming May 2-8, 2021 as "National Correctional Officers Week" in Kirkland

WHEREAS, the professionalism, courage and dedication of Correctional Officers are deserving of recognition for their valuable role in supporting public safety; and

WHEREAS, in 1984 Congress, by Senate Joint Resolution 132, designated the week beginning May 6, 1984 as "National Correctional Officers Week" and authorized the President to issue an appropriate proclamation; and

WHEREAS, in 1984 President Ronald Reagan signed a proclamation creating "National Correctional Officers Week" which would fall on the first full week of May each year; and

WHEREAS, the City of Kirkland operates a correctional facility housed at the Kirkland Justice Center, a state-of-the-art, LEED® Silver-designated center for court, police, and corrections that opened in May 2014 and represents an investment of approximately $35 million by the City; and

WHEREAS, National Correctional Officers Week in the City of Kirkland recognizes employees of the Kirkland Police Department Correctional Facility for their role in safeguarding the community by providing safe, secure and humane incarceration of those within their custody; and

WHEREAS, the Kirkland Police Department currently employees 18 well trained, educated and highly skilled Correctional Officers who work in a demanding environment with great responsibility in carrying out the mandates of the court, while assisting those who are experiencing incarceration in developing social and life skills to reduce recidivism;

NOW, THEREFORE, I, Penny Sweet, Mayor of Kirkland, Washington, proclaim the week of May 2-8, 2021 as National Correctional Officers Week in Kirkland and call upon the people of Kirkland to express their gratitude and appreciation for the professionalism, courage, dedication and valuable contributions made to public safety by Kirkland Correctional Officers.

Signed this 4th day of May, 2021

_____

Penny Sweet, Mayor

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: City Council

From: David Wolbrecht, Senior Neighborhood Services Coordinator
Joy Johnston, Interim Communications Program Manager

Date: May 4, 2021

Subject: 2021 Asian American and Pacific Islander Heritage Month Proclamation

RECOMMENDATION:

Staff recommends that the Mayor and City Council proclaim May 2021 as Asian American and Pacific Islander Heritage Month in Kirkland, Washington.

BACKGROUND DISCUSSION:

The origin of Asian American and Pacific Islander Heritage Month dates back to the 95th Congress (1977-1978) when five joint resolutions were introduced proposing that a week in May be designated to commemorate the accomplishments of Asian Americans and Pacific Islanders (AAPIs). One of the resolutions, H.J.Res.1007, was passed by Congress, designating seven days in May beginning on May 4 as Asian/Pacific American Week.

On March 28, 1979, President Carter issued Proclamation 4650, the first presidential proclamation, for Asian/Pacific American Heritage Week. In this proclamation, President Carter spoke of the significant role Asian/Pacific Americans have played in the creation of a dynamic and pluralistic American society with their contributions to the sciences, arts, industry, government and commerce. Over the next ten years, Presidents Carter, Reagan and George H.W. Bush continued to annually issue proclamations designating a week in May as Asian/Pacific American Heritage Week.

On May 7, 1990, President George H.W. Bush issued Presidential Proclamation 6130 designating May 1990 as the first "Asian/Pacific American Heritage Month", and Congress permanently designated May of each year as "Asian/Pacific American Heritage Month on October 23, 1992.

Asian American and Pacific Islander Heritage Month is observed annually in May to celebrate the contributions that generations of Asian Americans and Pacific Islanders have made to American history, society, and culture. A rather broad term, Asian/Pacific encompasses all of the Asian continent and the Pacific islands of Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia) and Polynesia (New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Island). The month of May was chosen to commemorate the

immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869. The majority of the workers who laid the tracks were Chinese immigrants.

Asian Americans and Pacific Islanders have a rich heritage thousands of years old and have both shaped the history of the United States and had their lives dramatically influenced by moments in its history. Asian Americans and Pacific Islanders have endured hardships throughout history, including exclusionary laws surrounding housing, marriage, immigration, and naturalization, as well as the persisting gaps in achievement, opportunity, and accessibility to in-language services. Specific to the Pacific Northwest, United States residents of Japanese descent from Western Washington and Alaska were forcibly relocated and incarcerated in concentration camps during World War II, an action that was admitted by the U.S. government in 1988 to have been based on "race prejudice, war hysteria, and a failure of political leadership". Kirkland housed a railway station that was used in that incarceration and relocation.

More recently, there has been increased violence toward Asian Americans. A study based on police department statistics across major U.S. cities found a nearly 150 percent surge in anti-Asian hate crimes in 2020. A statement issued by City Council on March 16, 2021, condemned the acts of hate and violence displayed in the rising incidence of anti-Asian hate crimes. The statement read, in part, "We must halt the spread of bigotry to keep our community safe. It's our collective responsibility to not only speak up and stop hate crimes, but to continue to examine and dismantle institutional and structural racism, to eradicate hate, and to connect with our shared humanity." The full statement and further resources for Asian Americans and Pacific Islanders can be found at www.kirklandwa.gov/AAPISupport.

In proclaiming Asian American and Pacific Islander Heritage Month, the community is encouraged to learn more about those of Asian American, Native Hawaiian, and Pacific Islander heritage and to celebrate this month with appropriate programs and activities. The King County Library system lists several books illustrating diverse Asian American experiences. More Asian American and Pacific Islander Heritage Month information and resources can be found at asianpacificheritage.gov.

Attachment A: Asian American and Pacific Islander Heritage Month Proclamation

A Proclamation of the City of Kirkland

Proclaiming May 2021 as

Asian American and Pacific Islander Heritage Month in Kirkland

WHEREAS, on February 21, 2017, the City of Kirkland adopted Resolution R-5240, declaring Kirkland as a Safe, Inclusive and Welcoming City for All People; and

WHEREAS, all residents deserve to be treated with dignity, respect, compassion and justice regardless of race, religion, color, national origin, sex, age, income or economic status, political affiliation, military status, sexual orientation, or physical, mental or sensory ability; and

WHEREAS, on March 16, 2021, the City Council issued a statement condemning recent and continuing acts of violence against Asian Americans across the country and reaffirming that racism, in any form, and against any group, has no place in Kirkland, and this statement is available on the City's website along with other resources curated to support the safety of our Asian American and Pacific Islander community; and

WHEREAS, the origin of Asian American and Pacific Islander Heritage Month in the United States dates back to 1978 when a joint congressional resolution established Asian/Pacific American Heritage Week in early May to coincide with two important milestones in Asian/Pacific American history: the arrival in the United States of the first Japanese immigrants on May 7, 1843 and contributions of Chinese workers to the building of the transcontinental railroad, completed May 10, 1869; and

WHEREAS, in 1990, the first Asian/Pacific American Heritage Month was designated by presidential proclamation and in 1992, Congress permanently designated May of each year as a monthlong celebration that is now known as Asian American and Pacific Islander Heritage Month; and

WHEREAS, additional Asian American and Pacific Islander Heritage Month information and resources can be found at asianpacificheritage.gov and Asian and Pacific Islander Americans continue to enrich our region's economy, culture, education, politics, arts, literature, science and technological developments despite institutional and systemic injustices designed to prevent and limit these achievements and contributions.

NOW, THEREFORE, I, Penny Sweet, Mayor of Kirkland, Washington, proclaim May 2021 as Asian American and Pacific Islander Heritage Month and call upon the all people of Kirkland, Washington, to learn more about those of Asian American, Native Hawaiian, and Pacific Islander heritage and to celebrate this month with appropriate programs and activities.

Signed this 4th day of May, 2021

_____

Penny Sweet, Mayor

CITY OF KIRKLAND
Planning and Building Department
123 Fifth Avenue, Kirkland, WA 98033
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Adam Weinstein, AICP, Director of Planning and Building
Lynn Zwaagstra, Director of Parks and Community Services
Dawn Nelson, Planning Manager
Leslie R. Miller, Human Services Supervisor

Date: April 21, 2021

Subject: AFFORDABLE HOUSING WEEK PROCLAMATION

RECOMMENDATION

It is recommended that the Mayor proclaim May 9 to May 15, 2021 as Affordable Housing Week in Kirkland.

BACKGROUND DISCUSSION

Affordable Housing Week is an annual initiative sponsored by the Housing Development Consortium to highlight the need for affordable housing in King County. Through education and advocacy, the Housing Development Consortium works collaboratively with public and private organizations to meet the housing needs of limited-income people throughout the region. The Consortium comprises over 160 member organizations.

On April 21, 2021, the Housing Development Consortium of Seattle-King County awarded Kirkland the 2020 Municipal Champion Award, which recognizes the bold actions Kirkland has taken to increase Missing Middle Housing types across the city in order to promote greater housing affordability. The news release about the City receiving this award can be found on the City's website:

https://www.kirklandwa.gov/Whats-Happening/News/2020-Municipal-Champion-Award

Affordable Housing Week is usually held in the spring and is marked by a series of live events throughout the County to heighten awareness of the need for more affordable housing. Due to

COVID-19, Affordable Housing Week this year will be celebrated through a variety of virtual events focused on learning about housing policies under the theme "Housing is Healthcare." Registration details and information about scheduled events during the week can be found at the Consortium's website: https://www.housingconsortium.org/affordable-housing-week/.

Two documents produced by the Housing Development Consortium are attached. Attachment A provides data on King County's affordable housing gap, and Attachment B provides Kirkland data on the relationship between housing and health. In addition, a wealth of data about the current state of homelessness in King County can be found at: https://regionalhomelesssystem.org/regional-homelessness-data/.

A representative from the Housing Development Consortium will attend the City Council meeting to receive the proclamation.

Attachments: A – King County Housing Gaps
B – Healthy Housing in Kirkland

HOUSING DEVELOPMENT consortium

KING COUNTY'S AFFORDABLE HOUSING GAP

5,485 people living without shelter[1]

295,000 households spend over **30%** of their income on housing[2]

43% of renters spend more than 30% their income on housing[3]

$1920 Median rent for a 1 bedroom apartment ...a $300 increase in 2 years[4]

A King County resident must earn **$29.69** per hour to afford a two- bedroom apartment[6]

54,000 more homes affordable to households with incomes less than 30% AMI are needed to meet demand[5]

8,411 school children without homes in the 2015-16 school year[7]

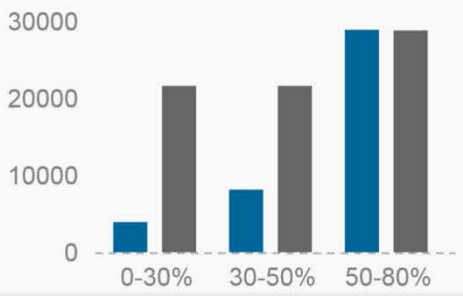
Only **3** out of **10** rental homes are affordable to extremely low income families[8]

[1] All Home King County. Applied Survey Research. "Count Us In 2017 Comprehensive Report." Accessed July 6, 2017. http://allhomekc.org/wp-content/uploads/2016/11/2017-King-PIT-Count-Comprehensive-Report-FINAL-DRAFT-5.31.17.pdf
[2] King County. "2016 King County Comprehensive Plan Update Technical Appendix B: Housing." Accessed July 6, 2017. http://www.kingcounty.gov/~/media/Council/documents/CompPlan/2016/2016-0155/AppendixBHousing.ashx?la=en
[3] Ibid
[4] Ibid.
[5] Zillow. "Median Rent List Price ($), 1-Bedroom." Accessed July 6 2017. files.zillowstatic.com/research/public/County/County_MedianRentalPrice_1Bedroom.csv
[6] NLIHC "Out of Reach 2017: Washington." Accessed July 6, 2017. http://nlihc.org/oor/washington
[7] Dyer, Melinda, and Jordyn Green. "Homeless Student Data: 2015-16.: Office of the Superintendent of Public Instruction. Accessed July 6, 2017. www.k12.wa.us/LegisGov/2017documents/2017-01-HomelessEducation.pdf
[8] King County . "2016 King County Comprehensive Plan Update Technical Appendix B: Housing." Accessed July 6, 2017. http://www.kingcounty.gov/~/media/Council/documents/CompPlan/2016/2016-0155/AppendixBHousing.ashx?la=en

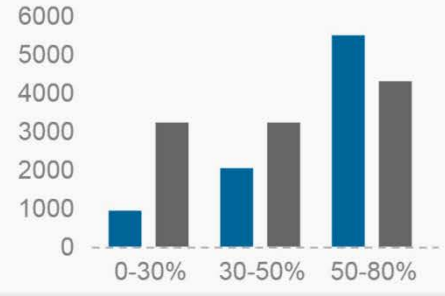
GAPS BY REGION

Homes Available | County Goal

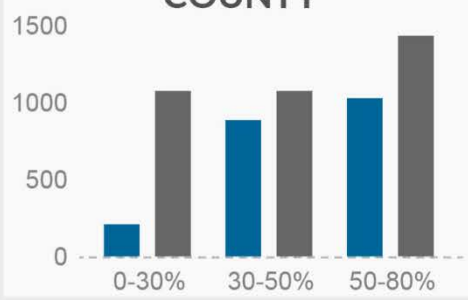
EAST KING COUNTY



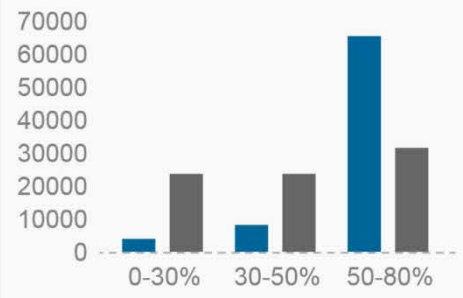
NORTH KING COUNTY



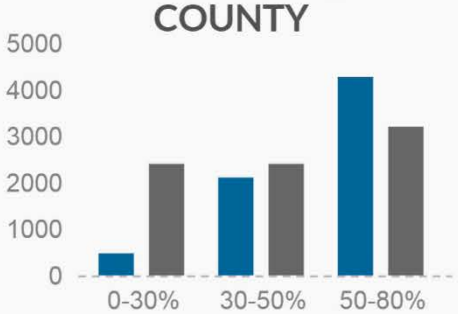
NORTH EAST KING COUNTY



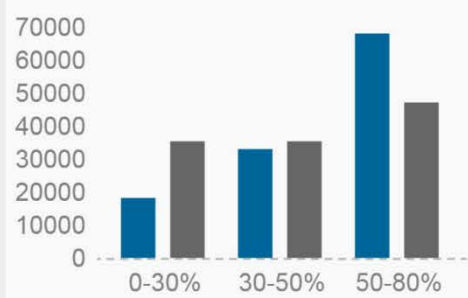
SOUTH KING COUNTY



SOUTH EAST KING COUNTY



SEATTLE



- King County's affordable housing gap is largest for households with incomes 30% AMI or less
- No city in King County is meeting the proportional need for homes affordable to households with incomes >/= 30% AMI
- Gaps are largest in Seattle, North, and East King County

GAPS BY CITY

Affordable homes needed to achieve county-wide proportional need now and in 2030

East	0-30% AMI		30%-50% AMI		50%-80% AMI	
	2016	2030	2016	2030	2016	2030
Beaux Arts Village	18	18	18	18	20	20
Bellevue	4,958	7,032	4,573	6,647	Met	1,138
Bothell	712	1,169	64	521	Met	128
Clyde Hill	105	106	97	98	134	136
Hunts Point	22	22	10	10	26	26
Issaquah	1,209	1,899	1,184	1,874	171	1,091
Kenmore	812	1,232	262	682	Met	319
Kirkland	3,861	4,890	2,262	3,291	Met	1,121
Medina	107	109	83	85	137	140
Mercer Island	926	1,166	911	1,151	1,045	1,365
Newcastle	423	567	383	527	21	213
Redmond	2,237	3,461	1,607	2,831	Met	1,178
Sammamish	1,823	2,324	1,679	2,180	Met	2,428
Woodinville	431	761	302	662	Met	108
Yarrow Point	52	54	44	46	39	42
Total	17,696	24,842	13,479	20,625	1,603	9,452

North	0-30% AMI		30%-50% AMI		50%-80% AMI	
	2016	2030	2016	2030	2016	2030
Lake Forest Park	564	621	409	466	182	258
Shoreline	1,723	2,323	773	1,373	Met	Met
Total	2,287	2,944	1,182	1,839	1,193	258

North East	0-30% AMI		30%-50% AMI		50%-80% AMI	
	2016	2030	2016	2030	2016	2030
Carnation	88	127	Met	32	Met	36
Duvall	261	398	81	218	168	351
North Bend	167	246	27	106	Met	60
Skykomish	8	9	Met	Met	Met	Met
Snoqualmie	342	536	338	532	303	561
Total	866	1,317	446	888	471	1,008

South	0-30% AMI		30%-50% AMI		50%-80% AMI	
	2016	2030	2016	2030	2016	2030
Algona	115	138	Met	Met	Met	Met
Auburn	2,359	3,514	Met	Met	Met	Met
Burien	1,054	1,587	Met	Met	Met	Met
Des Moines	834	1,194	Met	Met	Met	Met
Federal Way	3,178	4,150	Met	Met	Met	Met
Kent	3,410	4,522	Met	Met	Met	Met
Milton	303	309	178	184	Met	Met
Normandy Park	226	240	Met	Met	251	271
Pacific	194	229	Met	Met	Met	Met
Renton	2,993	4,773	Met	1,068	Met	Met
SeaTac	862	1,558	Met	Met	Met	Met
Tukwila	694	1,276	Met	Met	Met	Met
Total	16,222	23,489	178	2,252	251	271

South East	0-30% AMI		30%-50% AMI		50%-80% AMI	
	2016	2030	2016	2030	2016	2030
Black Diamond	186	414	Met	179	137	441
Covington	662	838	337	513	Met	Met
Enumclaw	295	466	Met	Met	Met	Met
Maple Valley	784	1,000	605	821	Met	201
Total	1,927	2,719	942	1,513	137	642

Seattle	0-30% AMI		30%-50% AMI		50%-80% AMI	
	2016	2030	2016	2030	2016	2030
Total	17,161	27,481	2,341	12,661	Met	7,125

Note: Gap calculations are based on King County goals, which are not necessarily reflective of existing demand. Meeting a county goal does not imply that there is enough housing stock to meet the needs of households of all incomes in a particular city.

Photo by SMR Architects

Housing & Health in Kirkland

The relationship between health and home is well-studied and widely-recognized: the health of our bodies depends on the health of our homes

Healthy housing is affordable, safe, and supportive

A healthy home is one where the physical, mental, and socioeconomic environment supports the well-being of household members. It is free from hazards like pests or structural deficiencies. It does not impose a cost burden, ensuring household income can be spent on other needs such as food and healthcare.

It should be possible for every Kirkland resident to live in a healthy home.

Affordable

Less than 30% of household income is spent on housing, ensuring there is enough for healthy food, health care, and other needs

Safe

Home is free from hazards such as toxins, pests, and structural problems

Supportive

Household members are supported in making healthy choices, achieving educational and economic success, and engaging with their community

Hallmarks of Healthy Housing

- Dry
- Pest-Free
- Contaminant-Free
- Ventilated
- Maintained
- Adequate plumbing & kitchen
- Not crowded
- Affordable!

Healthy housing is critical to well-being

Research shows that affordable, healthy homes are positively correlated to physical and psychological well being.

Poor housing quality is the most consistent and strongest predictor of emotional and behavioral problems in children and youth

Households who spend less on housing are less likely to experience residential instability, which is associated with reduced mental and physical health outcomes

Residential exposures are major contributing factors to serious illnesses

Impacts of healthy housing barriers in Kirkland

HUD's defined housing problems include overcrowding, inadequate plumbing, inadequate kitchen facilities, and cost-burden. The National Healthy Housing Standard (NHHS) builds on these to include structural integrity, safety & security, heating & energy, moisture, waste, pest management and chemical agents.

Injuries at home account for 4 million emergency department visits and 70,000 hospital admissions nationwide

More than **3 in 10** households in Kirkland are cost burdened

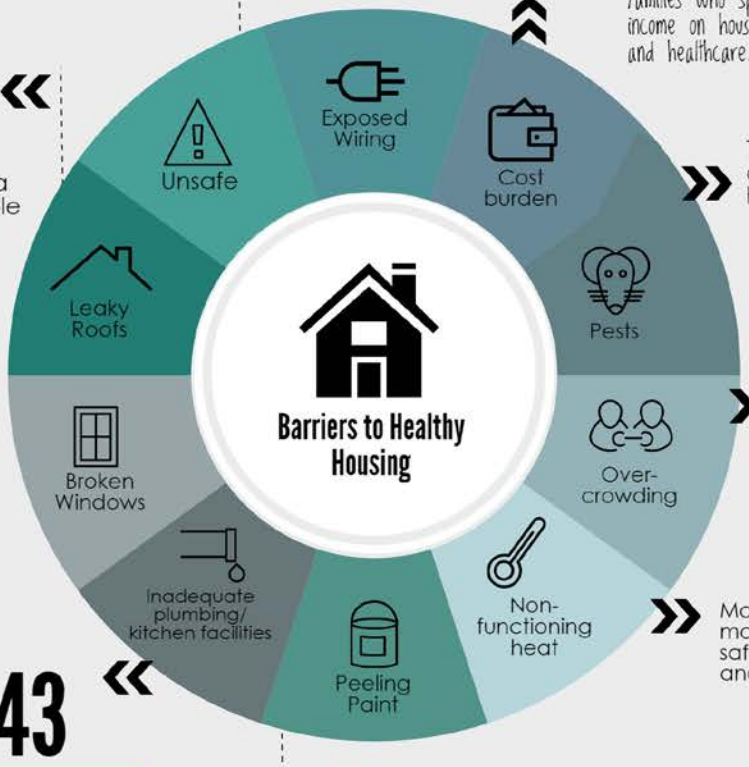
Families who spend less of their income on housing spend more on food and healthcare.

Leaky, saggy roofs & broken windows cause mold, increasing the risk for asthma and other serious health problems

40% of childhood asthma cases are attributable to residential exposures

$2,584 Annual expenses for asthma related treatments per household

4.3 million Days of lost productivity due to asthma in Washington adults (that's 11,781 years!)



The presence of pests can increase the risk of hospitalization by up to: **3x**

334 Kirkland households are over-crowded

Over-crowding is linked to higher rates of infectious disease transmission

Malfunctioning or poorly maintained HVAC systems pose safety and health risks including fire and exposure to carbon monoxide

243 Kirkland households have inadequate kitchen or plumbing facilities

48% of Kirkland households have a risk of lead exposure

Lead at any level has toxic effects on the nervous system and cognitive development, especially in children.

$5,600 1 year of medical & special education for a seriously lead-poisoned child

Updated March 2017.

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For more infographics like this one, visit housingconsortium.org

HOUSING DEVELOPMENT consortium

A PROCLAMATION OF THE CITY OF KIRKLAND

Proclaiming May 9 - 15, 2021 as "Affordable Housing Week" in Kirkland, Washington

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities that provide opportunity; and

WHEREAS, housing stability and staying physically distant from those outside of one's household has become the state's core public health strategy during the COVID-19 Pandemic; and

WHEREAS, Governor Inslee has recognized the correlation between housing access and vulnerability and has extended a residential eviction moratorium through June 30, 2021, to prevent families and individuals from losing their housing; and

WHEREAS, the Centers for Disease Control and Prevention recognizes safe, healthy, and affordable housing within communities as key social determinants of health; and

WHEREAS, the King County community has responded to the historic challenges presented by the pandemic, by delivering direct supports to families and individuals in precarious housing situation but the need for affordable homes across King County prior to the COVID-19 pandemic and the number of people experiencing homelessness had remained at crisis levels; and

WHEREAS, the City of Kirkland, recognizing the multiple public health benefits of community members remaining housed, has provided extra funding during the COVID-19 Pandemic to services supporting housing stability including rental, mortgage and utility assistance, food and other basic needs support, and day camps for children; and

WHEREAS, the City of Kirkland has a long history of commitment to the preservation and creation of affordable housing resulting in significant numbers of affordable units throughout the City, including as a founding and current member of A Regional Coalition for Housing (ARCH) and through legislative and zoning actions and investing of millions of dollars in housing into the ARCH Housing Trust Fund; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, schools, businesses, employers, and the community as a whole; and

WHEREAS, united to raise public awareness, people, organizations, and communities throughout King County are participating in local Affordable Housing Week activities to elevate the critical need to create healthy communities with ample affordable housing; and

WHEREAS, on April 21, 2021, the Housing Development Consortium of Seattle-King County awarded Kirkland the 2020 Municipal Champion Award, which recognizes the bold actions Kirkland has taken to increase Missing Middle Housing types across the city in order to promote greater housing affordability; and

WHEREAS, the City of Kirkland endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, firmly recommits itself to ensuring that our community's recovery from the crises at hand is equitable, and that all people in Kirkland live with dignity in safe, healthy, and affordable homes.

NOW, THEREFORE, I, Penny Sweet, Mayor of Kirkland, do hereby proclaim May 9 – 15, 2021 as Affordable Housing Week in Kirkland.

Signed this 4th day of May, 2021

_____

Penny Sweet, Mayor

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: James Lopez, Deputy City Manager for External Affairs
Martha Chaudhry, Special Projects Coordinator
David Wolbrecht, Senior Neighborhood Services Coordinator

Date: April 22, 2021

Subject: PARK LANE SUMMER 2021 OPTIONS – ENGAGEMENT FINDINGS

RECOMMENDATION:

It is recommended that the City Council receive the findings from the community engagement process on the options for closure of Park Lane to traffic during summer 2021 and provide direction to staff on three items:

1. Whether to move forward with one of the action options closing Park Lane to parking, and if so, provide staff direction regarding;
2. Which of the options Council prefers, including the times of day, days of week, and months of implementation, if applicable; and

BACKGROUND DISCUSSION:

This memo first provides a historical overview of Park Lane. It next describes the community engagement conducted to solicit feedback and the key findings from the 1,226 survey responses about preferred option. Finally, staff presents key findings from open-ended comments, including issues and concerns of affected businesses on Park Lane, general community themes, and potential mitigation strategies.

HISTORICAL BACKGROUND ON PARK LANE

In 2008, the City Council approved funds for a study to establish a vision for the Park Lane corridor between Lake Street and 3rd Street. The study was driven by the Downtown Strategic Plan and the conditions of the existing infrastructure along Park Lane. The results of the study and the associated robust public involvement and input process identified a "Flexible Street" concept for Park Lane to serve as a flexible 'Pedestrian Corridor', with infrastructure developed to support flexible use. City Council adopted that concept at its February 2, 2010 meeting.

Park Lane was renovated in 2015 to be a pedestrian-friendly, festival space with built-in bollards to enable regular closure of the street for pedestrian and bicycle use only. In 2017, the Kirkland

Alliance of Neighborhoods invited 200 business and community leaders to imagine ways to strengthen the bonds of Kirkland's communities. One of the leading ideas was car-free Sundays on Park Lane.

At its April 16, 2019, meeting, the City Council heard presentations from the Kirkland Alliance of Neighborhoods members and authorized Park Lane to be used as a pedestrian only plaza on Sundays over the summer as a pilot program to inform future street closure[1]. These "Summer Sundays" closures to vehicles ran from 7:00 a.m. to 11:30 p.m. on Sundays from May 26 through September 22, 2019. At its June 6, 2020 meeting the City Council received a follow up report from staff on the Summer Sundays on Park Lane Pilot Project.[2] The report detailed the process, costs, learnings and community and business feedback on the Summer Sundays pilot.

At its June 16, 2020, meeting, the City Council supported "Evenings on Park Lane", which closed the west end of Park Lane to vehicles each evening between Lake Street and Main Street from 6:00 p.m. to 7:00 a.m. seven days a week, from July 2 through November 17, 2020[3]. Originating as a proposal by a community task force called Outside the Walls, a community group formed in response to the pandemic, this decision was in response to imposed capacity limits on businesses by the Washington State "Safe Start" reopening plan put in place in response to the COVID-19 pandemic. An interdepartmental team of City staff implemented various strategies including "Evenings on Park Lane" and making available applications for temporary Sidewalk Cafés; temporary allowance for restaurants to expand outdoor seating into adjoining on-street parking stalls; and processes for expanded outdoor café seating or outdoor retail space.

Approaching summer 2021, restrictions on business capacity and operations are still in place as a result of the COVID-19 pandemic, and health officials continue to recommend social distancing and outdoor rather than indoor activities. The imposed restrictions are expected to continue throughout the summer. At its March 16, 2021, meeting, the Council discussed closure of Park Lane to vehicles for summer 2021 to expand outdoor capacity for businesses and patrons in the downtown core under its newly established Legislative Request Memoranda process as outlined in the Council Policies and Procedures document[4]. At that meeting, the Council directed staff to return to Council with additional information and options for temporary Park Lane closure to vehicle traffic in 2021.

At its April 6, 2021 meeting, the City Council received staff input on four options for closing Park Lane to vehicle traffic during the summer of 2021. The four options are:

[1] April 16, 2019 City Council meeting staff memorandum. https://kirkland.prelive.opencities.com/files/sharedassets/public/city-council/agenda-documents/2019/april-16-2019/10c_business.pdf
[2] June 16, 2020 City Council meeting staff memorandum (page 54) https://www.kirklandwa.gov/files/sharedassets/public/city-council/agenda-documents/2020/june-16-2020/9d_business.pdf
[3] June 16, 2020 City Council meeting staff memorandum. https://www.kirklandwa.gov/files/sharedassets/public/city-council/agenda-documents/2020/june-16-2020/9d_business.pdf
[4] March 16, 2021 City Council meeting staff memorandum. https://www.kirklandwa.gov/files/sharedassets/public/city-council/agenda-documents/2021/march-16-2021/11b1_city-managers-report.pdf

- Option 1: "Similar to last year." Close Park Lane from early May to October only during evenings (beginning at 6 p.m.) and all day during permitted special events downtown.
- Option 2: Close Park Lane from early May through October on weekday evenings (beginning at 6 p.m.) AND full-day closures on weekends and holidays.
- Option 3: Close Park Lane all day and evening every day from early May to October.
- Option 4: No action.

The Council directed staff to conduct extensive public outreach to gather feedback and comments from City community members and affected businesses relating to the four options, to collate such responses, and report them back to Council to inform a decision expected at the May 4, 2021, City Council meeting. As directed by Council, staff took care to engage Park Lane business stakeholders to understand any concerns and to seek ideas for mitigating potential impacts.

OUTREACH AND ENGAGMENT

Staff employed a broad and comprehensive engagement effort to collect feedback about the four options for closing Park Lane to vehicle traffic. The following platforms and avenues for outreach and engagement were deployed commencing April 7, 2021:

- A webpage on the City's website: www.kirklandwa.gov/ParkLane2021
- An online survey of the options under consideration with a prompt for open comment
- A virtual Community Meeting, held April 19, 2021
- Public comment submission via Our Kirkland
- Social media notice of engagement (Facebook, Instagram, Twitter, Nextdoor)
- Email listservs notice of engagement (This Week in Kirkland newsletter, Kirkland Biz News)
- Door-to-door outreach with flyer to Park Lane businesses
- Virtual Park Lane merchant meeting with Mayor Sweet, Deputy Mayor Arnold, and Councilmember Curtis (organized by the downtown merchants) on April 27, 2021

KEY FINDINGS

<u>Survey Results</u>
A brief online survey asked respondents to indicate their top choice of the options and sought open comment as well as optional demographic information. A total of 1,226 respondents participated during the survey's publication (April 8 – 23, 2021), with 358 choosing to leave open-ended comments. Not all participants responded to every question. The full survey and responses can be found in Attachment A.

All Respondents: Preferred Option
A strong majority (67.6%) of respondents indicated support for Option 3: Closure to Vehicles Day and Night.

The Council is considering one of the following four options. Any closure to Park Lane would impact a total of 17 parking stalls: one is ADA parking and five were used for Parklet/restaurant seating in 2020. Which of these options do you support the most?	Option 1: Closure to Vehicles in the Evenings	6.4% 78
	Option 2: Closure to Vehicles Evenings, Weekends and Holidays	22.3% 273
	Option 3: Closure to Vehicles Day and Night	67.6% 827
	Option 4: Take No Action	3.7% 45
Total		1,223 100%

Filtered Analysis

Survey respondents, whether online or in-person, had the option to self-identify on some demographic questions, including whether they had a relationship to a business on Park Lane and/or other downtown street. Staff filtered responses for those that identified as working at or owning a business on Park Lane, the results of which are below.

Park Lane Businesses/Stakeholders: Preferred Options

Of the 34 survey respondents who reported working at or owning a business on Park Lane, 8 (23.5%) indicated preference for Option 1, 4 (11.8%) for Option 2, 19 (55.9%) for Option 3, and 3 (8.8%) for Option 4. Additionally, 12 Park Lane business respondents left comments related to alternative preferences and considerations and three emailed staff to provide comments. Those not in favor of closure to vehicles were generally firmly against it, citing a feeling of unfairness to retailers as opposed to restaurant businesses and a deep concern about lack of proximate parking; noise from unregulated music; and an atmosphere not conducive to shopping. Of the favorable comments, consistent requests were to activate the street attractively and appropriately; accommodate social distancing; and ensure nearby pickup, delivery and mobility-impaired parking spaces. The full comments from Park Lane business stakeholders can be found in Attachment B: List of Constituent Comments.

<u>Key Issues and Comments from Park Lane Stakeholders/Businesses</u>

Feedback from Park Lane stakeholders and businesses was received through all channels described above. In addition, staff visited the storefronts on Park Lane and spoke to management and/or employees, also distributing a one-page flyer that describes the Park Lane decisions at hand for summer 2021 and how to provide input. Staff engaged in conversation with stakeholders whenever possible. High level feedback and themes are detailed, along with suggested mitigation strategies.

Among Park Lane businesses, retail businesses are generally less supportive of the closure of Park Lane to vehicles, while restaurant businesses tend to be supportive.

- <u>Retail businesses:</u> Concerns about loss of proximate parking are paramount for retail business owners. The sentiment is that a lack of immediate parking will result in reduced sales and delivery obstruction. Of the options that include closure to vehicles, most retail stakeholders seem reluctantly supportive of evening closures, after experiencing "Evenings on Park Lane" last year. Most seem to feel this is a compromise that won't affect their retail operations too detrimentally.

- Restaurant businesses generally support street closure to vehicles. The primary concern for restaurant stakeholders is proximate short-term parking for delivery services and customer pickup. One restaurant reports a 25% uptick in takeout business since the onset of the pandemic. Nearby pickup and delivery stalls are key to restaurant concerns.

In addition to the quantitative survey responses, staff also collected narrative comments from the community and Park Lane stakeholders via several channels. See Attachment B for a list of constituent comments, including those from Our Kirkland.

Finally, the downtown merchants organized a virtual meeting with Mayor Penny Sweet on April 27, 2021. Deputy Mayor Jay Arnold, Councilmember Kelli Curtis and City staff also attended. The agenda was to discuss the merchants' concerns about the Park Lane closure options allowing individual merchants the opportunity to voice their opinions, concerns, and preferred options directly to the Councilmembers. Approximately 11 business stakeholders attended the meeting. Most were supportive of Option 1, closure to vehicles in the evenings after 6 p.m. Many expressed concerns including unregulated and inappropriate music, unsupervised children, the belief that 'festival street' pedestrian attendance is not the type of foot traffic that supports retail, and proximate parking for exposure, convenience, and older adults.

General Community Themes

Hundreds of comments were received through the channels described above. Staff identified several themes based on the frequency of comment. Based on feedback received, there was generally broad support for the following:

1. Prioritizing the feedback from impacted Park Lane stakeholders and businesses. Of those survey respondents that provided open-ended suggestions, approximately 7% indicated that generally the decision should be based on what the businesses preferred.
2. Prioritizing safely-distanced outdoor space for people downtown during COVID-19
3. Mitigate parking deficit during street closures, including considerations for:
    - Those with mobility impairments
    - Pickup and delivery
    - Wayfinding to alternative parking
4. Considering pedestrian safety in plans and programming
5. Activating the street effectively, including considerations for:
    - Equity of access and enjoyment including 'free use' street furnishings
    - Enhanced aesthetics including treatment of closure barriers, furnishings, bike racks, stroller parking
    - Engaging activities including music, vendors and the like
6. Consider closing Park Lane to vehicle traffic permanently**.**

Mitigation Suggestions

Suggestions for mitigating potentially negative impacts of Park Lane closure to vehicle traffic were both solicited in the survey and provided unsolicited in dozens of comments at the community meeting and in conversation. Aligned with the key findings above, and based on frequency of reference in comments, staff summarizes below suggested mitigation strategies to address perceived impacts of street closure. It should be noted that several of these strategies could potentially require substantial staff resources to explore and implement. If Council wants to investigate some of these further, additional resources might be needed.

1. Parking Mitigation Strategies:

    a. Create clear wayfinding signage for alternative, nearby parking, including at:
        - US Bank Lot outside of bank business hours
        - Lake and Central Lot
        - Lakeshore Lot
        - Kirkland Urban
        - Diamond Parking Lot at Voda
        - Library
        - City Hall

    b. Designate ample Pickup and Delivery parking stalls nearby for restaurant take-out, customer pickup, and business deliveries. Locations might include nearby stalls on:
        - Lake Street
        - Central Ave
        - Kirkland Ave
        - Main Street
        - Others

    c. Designate parking stalls nearby for ADA access:
        - The nearest parking reserved for those who need it most
        - Replace what is being removed at a minimum

    d. Consider offering free parking downtown at public lots during street closure times.

2. Pedestrian Safety Strategies

    Many respondents referenced pedestrian safety in and around the Park Lane corridor. Pedestrian crossing behavior, inconsistent treatment of Park Lane as alternatively a pedestrian and traffic zone, left and right turns from Lake Street onto Park Lane congested with pedestrians feels unsafe to many respondents. Additionally, many parents cited pedestrian safety concerns as a reason they stay away from 'streeteries' on Park Lane with children. Suggestions for mitigating potential pedestrian safety concerns included:

    - Consistent times for closure create predictability and safeguard pedestrians;
    - Study pedestrian traffic and crossing behavior and inform decision making;
    - Update traffic and parking studies in the area and inform decision making.

3. Street Activation Strategies

   Many respondents referred to the need to attractively activate Park Lane if it is closed to vehicles as an essential component of program success and visitor experience. In this context, "activation" refers to aesthetics, predictability of street closure, equitable access to seating and shade, music, and vendors. Concerns over a 'dead street' or one that is not equitably accessible were often repeated, and many suggestions and models from other cities referenced as ideas:

   - Predictability and consistency of closure: very important for pedestrian safety, placemaking and use;
   - Investment in public furniture/shade for equitable use and enjoyment of the street;
   - Aesthetic attention to street closure structures and signage: welcoming, inclusive, engaging, professional;
   - Music, buskers, vendors and a 'festival' atmosphere with appropriate volume, variety, and organization
   - Bicycle parking and perhaps a bicycle, 'wheeled' lane
   - If closure on evenings only, consider earlier (4:00 or 5:00 p.m.) to include families with young children, older adults, and the happy hour crowd.

NEXT STEPS

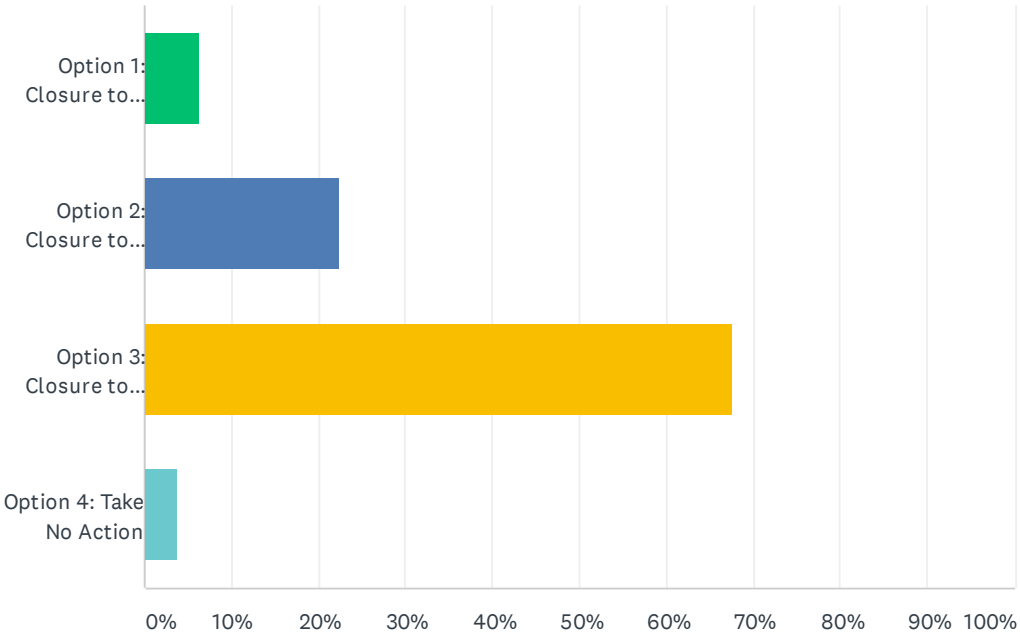
Staff seek Council direction on which of the four options for closure of Park Lane to traffic during summer 2021 and provide direction to staff on two items:

1. Whether to move forward with one of the action options closing Park Lane, and if so, provide staff direction regarding;
2. Which of the options Council prefers, including the times of day, days of week, and months of implementation, if applicable; and

Attachment A: Park Lane Survey Responses
Attachment B: List of All Constituent Comments

Q1 The Council is considering one of the following four options. Any closure to Park Lane would impact a total of 17 parking stalls: one is ADA parking and five were used for Parklet/restaurant seating in 2020. Which of these options do you support the most?

Answered: 1,223 Skipped: 3



ANSWER CHOICES	RESPONSES	
Option 1: Closure to Vehicles in the EveningsSimilar to last year, close Park Lane from early May to October 1 only during the evenings (proposed to begin at 6 PM) and all day during permitted special events downtown. Estimated staff time cost would be $9,280.	6.38%	78
Option 2: Closure to Vehicles Evenings, Weekends and Holidays Close Park Lane from early May through October 1 on weekday evenings (proposed to begin at 6 PM) and full-day closures on weekends and holidays. Estimated staff time cost would be $7,540.	22.32%	273
Option 3: Closure to Vehicles Day and Night Close Park Lane all day and evening every day from early May to October 1, 2021. Staff time required would be low due to the one-time nature of set-up and take-down.	67.62%	827
Option 4: Take No Action	3.68%	45
TOTAL		1,223

Q2 Please tell us about any alternative preferences you might have or any other things we should consider.

Answered: 358 Skipped: 868

#	RESPONSES	DATE
1	open restaurants 100% for indoor dining	4/26/2021 9:21 AM
2	It should be a pedestrian promenade 365 days a year. Thank you!	4/25/2021 7:04 PM
3	I like the idea of full closure	4/25/2021 7:03 PM
4	No pay parking during Park Lane closure to vehicles	4/25/2021 11:39 AM
5	Option 2	4/24/2021 9:04 PM
6	Please, more handicapped parking!!	4/24/2021 6:49 PM
7	Provide additional ADA parking immediately outside the closed area to compensate for the loss of such inside the closed area. Alternatively, modify the closed area to allow vehicle access to ADA parking.	4/24/2021 4:52 PM
8	I would choose 2 but for the apparent cost!	4/24/2021 2:50 PM
9	Let’s help our local restaurants recover from Covid impacts by expanding outdoor seating options. A few parking spots is a small sacrifice. Thank you!	4/24/2021 1:48 PM
10	Close park lane permanently - make it a town square. It should have never been made into parking.	4/24/2021 10:20 AM
11	It would make Kirkland more like a European city, with open, wide walk ways and places for people to hang out, chat, sip coffee, relax and eat without worrying about cars.	4/24/2021 9:19 AM
12	It would help to have dedicated parking spots for take out nearby so as to not impact restaurants’ business.	4/24/2021 9:10 AM
13	I don’t want the lane closed at all because I have chronic pain, plantar fasciitis and fibromyalgia and I can park super close to get bubble tea at Lollicup Fresh in the evenings. I don’t have to walk from the library parking garage. Plus I don’t feel safe walking downtown that far at 8pm when I get bubble tea.	4/24/2021 2:32 AM
14	This proposal for closing off Park Lane brings zero benefits to small retailers and their customers especially those customers who are elderly, disabled and require easy access to their shopping destination. Why doesn’t City Council allow customers to give feedback? Why does City Council keep pushing this agenda and for what benefit? Where is data to support such position to close Patk Lane am show it helps small business? Why does Korkland need another gathering area when there is parks And beach? As someone who enjoys shopping and eating out in Kirkland because the experience and Saftey. Having a random gathering to just gather street will potentially turn into an unsafe loitering zone.	4/24/2021 12:29 AM
15	I think that the businesses on Park Lane need to be heard on these questions. I like the idea of allowing use of sidewalks for dining, etc. But the real judges of that are the dining and drinking establishments in that neighborhood. If they want more (across all business types - not just hospitality), I would be inclined to expand in order to provide them an opportunity to stay in business.	4/23/2021 8:16 PM
16	#1 would be my second choice	4/23/2021 6:50 PM
17	Please add more ADA parking spots! Every time I come downtown, I never can find an ADA spot! Therefore, I can't go into the shops and restaurants that I would like to visit!	4/23/2021 5:59 PM
18	Make sure as much parking as possible is available around Park Lane. Having Park Lane closed all Summer would allow more outdoor seating at the restaurants & cafes, which is still the best way to enjoy going out in the last part (hopefully) of the Covid pandemic.	4/23/2021 10:17 AM

19	Also close Lake street from Kirkland Ave to Central making a walking pedestrian oasis. Letting restaurants use Lake street for dining tables. Add food trucks.	4/23/2021 9:11 AM
20	Close year round	4/23/2021 6:23 AM
21	Option 1 as we proposed last year would be the only alternative I would support. I do want to say that it is exhausting and frustrating that every year we need to go through this. We are leasing (expensive) RETAIL space and as of late community members (some who do not even live in the city of Kirkland) continually want to turn Park Lane into a “recreational park” area.	4/22/2021 11:16 PM
22	I think it can be confusing-dangerous to switch it. Keep it consistently closed to traffic.	4/22/2021 7:29 PM
23	Please consider access for mobility impaired members of our community. Closing it makes it impossible to go there.	4/22/2021 5:32 PM
24	Close all of Park Lane and allow vendors or neighboring retail/restaurants to use the parking spaces.	4/22/2021 4:38 PM
25	Option 2 would be the alternative preference	4/22/2021 4:38 PM
26	Businesses are struggling to hold on after an awful year. Turning Park Lane into a playground for the benefit of those who have no financial stake here will be a death knell for many, and severely damage property values. How "fun" will Park Lane be with boarded-up storefronts? Evening-only closure is a reasonable compromise, helping restaurants while having minimal impact on other retail businesses.	4/22/2021 3:40 PM
27	While under construction, many of us thought Park Lane would never be open to traffic - which made abundant sense. Closing it completely at least for an extended period of time makes great sense.	4/22/2021 11:25 AM
28	I would like to see Park Lane permanently closed to vehicle traffic throughout the whole year. It's already so crowded with pedestrians, and the parking is so limited, that it would be safer and more effective for businesses to be pedestrian only. It would be a lovely place for seasonal displays, and if covers were added over the street it could be enjoyed year-round. I relaly believe that a permanent closure to vehicles will make a huge improvement for downtown Kirkland, creating a storng sense of place that we can all safely share.	4/22/2021 10:21 AM
29	Please offer more street fairs or farmer's market during the spring and summer for merchants and to attract the public to the downtown.	4/22/2021 9:23 AM
30	Just close it year round.Plenty of other parking, causes traffic jams.	4/21/2021 11:23 PM
31	I would be happy with nights and weekends also.	4/21/2021 11:23 PM
32	Consider showing 17 equivalent spaces that may be slight walking distance and remove currently restricted access or park south of this pole only or provide other business parks that are closed on the weekend.	4/21/2021 8:46 PM
33	I think retail would benefit in the long run. Restaurants could think outside the box for take out, the number of parking spots affected is quite low.	4/21/2021 6:21 PM
34	Turn the street into a permanent pedestrian zone with outdoor seating for the restaurants.	4/21/2021 6:04 PM
35	Weekends and nights	4/21/2021 5:31 PM
36	Perhaps a Monday/ Tuesday parking allowed would be an alternative to evenings/ weekend closure.	4/21/2021 5:08 PM
37	I'd like to know what the local businesses have to say. Their input might change my opinion. I'd like to support them. By keeping it open during the weekdays, they won't lose the parking. But people do like it closed and there is a lot of foot traffic.	4/21/2021 4:09 PM
38	I want to be able to drive through. No blockages	4/21/2021 3:32 PM
39	As someone who walks this route daily, I feel safer when Park Lane is closed. Secondly, it promotes social distancing - even though this is becoming less of an issue, there is still need to be conscious of this.....particularly given that many have ditched masks. I also think the closure helps promote a community feeling as a gathering place around the businesses there.	4/21/2021 2:36 PM
40	When the recent updates were made, it was a bit of a surprise that any traffic was allowed at all. Permanently closed to traffic would be great	4/21/2021 1:34 PM

41	Allowing some street music entertainment would be great also.	4/19/2021 9:34 PM
42	I would be in favor of keeping Park Lane a pedestrian only street year round.	4/19/2021 9:29 PM
43	Option #2 is second choice	4/19/2021 7:54 PM
44	Please try to arrange for replacement for the parking capacity lost by the closure, at least on evenings and weekends.	4/19/2021 7:32 PM
45	Close Park Lane permanently.	4/19/2021 5:17 PM
46	Closure could start at 5:00	4/19/2021 4:25 PM
47	Close it. It’s dangerous with the heavy door traffic. Some noise objections when the Harleys ride through and I’m eating.	4/19/2021 4:07 PM
48	Address any concerns that businesses have. For example, will they still be able to receive deliveries?	4/19/2021 3:37 PM
49	Would like this to be permanent	4/19/2021 3:14 PM
50	Access to Park street should be granted to shop owners and delivery drivers only. I would even like to see the closure extended from Lake St to 3rd St. Designated bicycle parking near Lake St and Main St would also be nice to provide a more orderly management of Bicycle traffic..	4/19/2021 2:34 PM
51	Closure on weekends, evenings, and holidays	4/19/2021 2:15 PM
52	I think the street should never have been open to cars. Sidewalks are nearly impossible for handicap people with so many tables and rainwater ponds and other obstacles. Wider sidewalks like Bellevue to allow for bikes, people, plants and outdoor tables would be great.	4/18/2021 4:41 PM
53	This would allow businesses to confidently invest in outdoor furniture and not have to find storage locations at night.	4/18/2021 1:23 PM
54	I would like to have Park Lane closed entirely during these months for best & highest use of this beautiful area for people to use and be safe.	4/18/2021 10:54 AM
55	I vote for closures after 6PM and Weekends, as a regular schedule will make it less frustrating for locals to plan their route through downtown Kirkland. Are you closing the exit from the parking lot on that corner as well (opposite the Starbucks)? If so, daytime access will help with congestion at the exits.	4/18/2021 10:43 AM
56	Would love this street to be a pedestrian and bikeway permanently. Maybe add some bike parking if there isn't any already.	4/18/2021 10:29 AM
57	As a local resident and pedestrian, I'd just as soon have it closed all the time, but I've heard that the business owners feel they need the lunch traffic. So let's keep it open for them during the day.	4/17/2021 9:33 PM
58	Loosing the parking isn't great, but a pedestrian friendly place would be nice.	4/17/2021 11:31 AM
59	I want the road closed for safety reasons. Kids and dogs (& some adults) have a tendency to dart out in the road. In addition, it’s easier to enforce no parking since you just add road blocks.	4/17/2021 11:02 AM
60	Provide alternative parking options re signage in addition to parking garage that is ofter filled	4/17/2021 10:05 AM
61	If not 3, I would vote for 2.	4/17/2021 9:54 AM
62	Offer free shuttles to downtown Kirkland and Park Place from nearby parking lots. This would lessen the parking space problem in Kirkland and would help local merchants with more customers coming into the Park Place area.	4/16/2021 10:21 PM
63	Parking is such a challenge in town all the time anyway, not sure I see a benefit to closing it off. If anytime, evenings for outdoor summer dining.	4/16/2021 8:22 PM
64	We are definitely interested in understanding the impact of this decision from the perspective of the businesses on Park Lane.	4/16/2021 7:28 PM
65	Ultimately I would defer to the businesses, but I see that street and those parking stalls as	4/16/2021 6:57 PM

	having greater value for seating and pedestrians than for 17 parking spots.	
66	Restaurants can still get car pickup in the back alleys. Optimize for space and distance in restaurants to help us keep the social distance and still keep the restaurants full!	4/16/2021 6:43 PM
67	Having park Lane closed only park of the day defeats the purpose. That is not a usable road and would be much more enjoyable if there were no cars on it.	4/16/2021 4:43 PM
68	We should close Park Lane to vehicle traffic and parking permanently. The restaurants could expand their outdoor dining into the parking areas, leaving the street for pedestrian traffic. This would allow for more patrons to help offset the losses from COVID and create additional opportunities for pop-up vendors. There are very few parking spaces that will be lost and there is plenty of free parking in the library garage. Additionally savings could be realized by not having to constantly replace the parking bollards.	4/16/2021 2:44 PM
69	Do something to increase parking in the city downtown. I don't live in an area that has bus service or any other way Of walking up and down hills to downtown. Stop penalizing drivers	4/16/2021 1:29 PM
70	Pretty much normal store and restaurant operation will be happening this summer, with things more and more normal as we get to August. It's not fair to restaurants on other streets to give special privileges to those on Park Place. Also, parking is always in short supply and so we need all the parking places along Park Place to support all downtown businesses.	4/16/2021 12:44 PM
71	Kirkland needs to move toward being less car-centric. This is a great place to start!	4/16/2021 12:42 PM
72	I'd like to see the closure start an hour or two earlier, at 4 or 5p, to extend the time in the evenings restaurants could utilize the extra seating space for happy hour or dinner. It seemed last year there was ample demand for this and would minimally impact other businesses.	4/16/2021 11:58 AM
73	I would like to see other road closures for recreational purposes.	4/16/2021 11:45 AM
74	This should be closed all the time. It was our understanding this street was intended to be for pedestrians only.	4/16/2021 11:36 AM
75	This lane is delightful for families and friends to socialize at a distance. It would greatly benefit the local shops and restaurants to have a walkable area - spread tables out and make money to keep them thriving. Parking a handful of cars elsewhere for the summer seems like a viable compromise.	4/16/2021 11:18 AM
76	#2	4/16/2021 9:24 AM
77	None.	4/16/2021 9:09 AM
78	Our family thought when Park Lane was modified this was going to be a walking street only all the time. We think it should be permanently closed. Although for the short time Option 3 is the best choice for safety, enjoyablity, and cost. When the restaurants are busy safety for pedestrians and drivers is an issue.	4/16/2021 9:00 AM
79	build a parking garage for downtown, please!	4/16/2021 8:12 AM
80	Options 2 and 1 are also good, but with covid restrictions requiring more outdoor options, option 3 would be perfect.	4/16/2021 7:47 AM
81	We have an opportunity to make the promenade from Kirkland Urban to the lakefront a vibrant, pleasant, and safe place to shop, stroll, and socialize. Reducing the speed limit on Third Ave (between Kirkland Ave and Central Ave) to 15mph would be one way to facilitate this. Another (and a means of achieving Vision Zero goals) would be strict enforcement of correct motor-vehicle stopping in front of all marked and unmarked pedestrian right-of-ways, including not allowing cars to block midblock crosswalks. The four-way stop at Main Street and Park Lane has low, correct-stopping adherence, as do the stops at Central and Main, Kirkland Ave and Main, Central and Third (right-turning vehicles are in the crosswalk prior to stopping), and the midblock crosswalk at Park Lane and Lake Street is often blocked. Finally, more bike parking around downtown, please. "Build it, and they will come!"	4/16/2021 6:13 AM
82	This would be so much safer for kids. We love dining outside there, but feel so afraid our kids will run to the street and risk being hit by a car (I.e. what happened at RTC that made them close the Main Street permanently)	4/16/2021 12:43 AM
83	Allow people to roam freely and safely in the space, without vehicles causing noise, fumes, or danger. Let restaurants and other vendors use the entire space	4/15/2021 10:55 PM

84	It should be closed year around	4/15/2021 9:32 PM
85	Begin closures earlier than 6pm	4/15/2021 9:00 PM
86	Disability access to businesses and restaurants needs to be available.	4/15/2021 8:37 PM
87	close permanently	4/15/2021 8:34 PM
88	close permanently. if stays open put up more one way signs when exiting parking lot at west end of street. many people turn right which is wrong cuz there is no sign in parking lot!	4/15/2021 8:33 PM
89	Last summer there was a band that showed up regularly in front of Starbucks. The volume and music was appropriate for Park Lane. They were enjoyed by many. In the fall the band told the crowd that they had been asked to not come back by Kirkland Police. This is what the band said and I don't know if it is true but it seems as though Kirkland would want to encourage musicians. They attract people and benefit the community.	4/15/2021 7:55 PM
90	Extend space for shops and restaurants	4/15/2021 7:40 PM
91	The city council knows how to waste time on trivial stuff like this. Why don't you figure out how to time the red lights better so we all do not waste so much gasoline sitting at red lights watching an empty interaction?	4/15/2021 6:50 PM
92	No vehicles on Park Lane at all ! It should be a pedestrian walk and restaurants etc could use the street for outdoor open dining. This is what Main Street in Bothell has been doing for months and months.	4/15/2021 6:35 PM
93	I think the ultimate goal should be to make Park Lane Pedestrian-only all the way to the transit center. However, a trial run of weekend full-closures would give the merchants a chance to allay their fear that the lack of parking will reduce sales. During full-closures, parking at the west end should be limited to 2-hour max with a significant number of 30-minute stalls.	4/15/2021 6:35 PM
94	My first choice would be Option 3. Second choice is Option 2.	4/15/2021 6:31 PM
95	Opening the street to pedestrians follows the city's effort to be inviting, inclusionary and equitable. That area should be enjoyed by all visitors and not just those who can afford or choose to dine there.	4/15/2021 6:06 PM
96	Option 2 is preferred but also fine with Option 1	4/15/2021 5:46 PM
97	Apply resources toward make the area a PED plaza...European style	4/15/2021 5:37 PM
98	Let's make more car-free spaces!	4/15/2021 5:02 PM
99	Permanent closure also seems like a decent alternative - i love walking along Park Lane, regardless of the time of year.	4/15/2021 5:01 PM
100	I would also be supportive of Options 1 and 3. In fact, I think Option 3 would be great. But I selected Option 2 to be sensitive to the businesses who want the road to stay open.	4/15/2021 5:01 PM
101	This decision should be what is best for the business owners on that street. If they receive a benefit from a partial closure then they should also pay for the additional cost. IF this does not benefit the business, then don't do it at all.	4/15/2021 4:49 PM
102	anything that takes away parking will add to the continued nightmare we have with traffic and lack of parking.	4/15/2021 2:07 PM
103	Permanantly close park lane to all vehicle traffic	4/15/2021 1:14 PM
104	My preference is that Park Lane be open at all times to vehicles as it was for decades. I have live in Kirkland since 1985. Since limitations on vehicles I have not frequented my favorite restaurants, mainly Ristorante Paradisio nearly as often as I use to because I love to drive by and if there is a parking spot I will stop and go in for dinner. The parking limitation of 15 minutes for takeout does make sense during the pandemic ONLY when takeout is necessary for us 72 year olds. Because of your limitations/closures you have trained pedestrians (families, children etc.) to walk into the road carelessly without looking. YOUR DECISIONS have created a safety hazard. Now because of your actions the road has to be either open or closed, NOT some variation of both which causes confusion. Also I have noticed since the road closing more than before, children are climbing all over the statues which are very high	4/15/2021 12:39 PM

	and jumping off. They think it's a playground because of the atmosphere your creating, IT IS NOT!! It is a Road, follow your permitting laws for a road.	
105	I feel that having the street pedestrian only enhances the downtown experience and hopefully will allow restaurants to use more outdoor area for seating. I think a 5:00 closure would be better to allow for early diners	4/15/2021 12:18 PM
106	Should be less need for commercial or business traffic past 6pm and on weekends. However, commercial or business traffic could still occur weekdays during what would be considered as normal business hours.	4/15/2021 12:04 PM
107	Be fair to all the businesses impacted!	4/15/2021 11:55 AM
108	Basically any option but 4. My preference would be 3, 2, 1 but the restaurant and shop owners will know best.	4/15/2021 11:42 AM
109	This is a beautiful part of our downtown, except for the road cutting through it. Parking is important, but character and walkability are more so. I'm excited about any step towards making our downtown more pedestrian and bicycle focused.	4/15/2021 11:41 AM
110	Have enough parking spots in adjacent parking lot for food pick up orders from restaurants. I think closing this street is a great idea. I would support mandating people wear masks if they want to walk on this street. There are a lot of people who walk around without masks, have small children & are ignorant. I am a health care professional.	4/15/2021 11:32 AM
111	1. I would want to keep the non-restaurant shops in mind to make sure this doesn't impede their business. I'm imagining carrying goods from consignment or clothing store a couple extra blocks may hinder folks from going to store. Seems closure would happen after hours tho. 2. I would like to see common or restaurant-specific eating areas extend into the street. 3. Could reduce cost by blocking roads with food trucks :) probably not code or feasible tho. 4. Not entirely related but the loud racer cars revving their engines while waiting traffic makes walking downtown pretty annoying. Some action there would be nice, but I understand enforcing it would be uneven, costly and possibly could cause a "Streisand effect"; inviting more racers haha	4/15/2021 11:18 AM
112	I'd love to see Park Lane closed to traffic all year, not just the summer months.	4/15/2021 10:55 AM
113	Close at 5:00 instead of 6:00.....more time for restaurants to serve happy hour/dinner.	4/15/2021 10:25 AM
114	I chose Option 3 because in the colder/rainy season (Nov. -April)it's harder for the older/senior population to walk to and from Park Ln. and it's nice to be able to drive up, park and shop/grab a coffee.	4/15/2021 9:33 AM
115	Close it down permanently. Will be safer for pedestrians and allow for more outdoor seating for restaurants!	4/15/2021 9:27 AM
116	If Kirkland continues to allow vehicles access to Park Lane, the speed limit should be changed to 10 mph. Today Park Lane is a serious safety hazard. Vehicles speed through Park Lane while families/kids walk on both sides of Park Lane - clearly a hazardous situation that requires immediate attention.	4/15/2021 9:13 AM
117	This should be a pedestrian area permanently.	4/15/2021 9:02 AM
118	Alternative, option 2 - if the street closed at all times, it might be interesting to move the Farmer's Market back here and draw more people to businesses in this way.	4/15/2021 9:02 AM
119	I would like you to consider closing Kirkland Ave from the Heathman to the the Bank of America in the evenings as well. Preferential treatment of Park Place when there are restaurants also impacted on the next street over is unfair. And given the damage done by Covid, we should do everything possible to help small businesses.	4/15/2021 8:59 AM
120	Park Lane should have been closed to cars immediately after the reconstruction, it is perfect street and location for a pedestrian plaza! Of course delivery truck access should still be allowed. Handicapped car access could be considered as well.	4/15/2021 8:27 AM
121	Option 4	4/15/2021 7:56 AM
122	Park lane should be a downtown pocket park. No cars no fumes Park benches and lots of beautiful landscaping for some shade simulait to university village. We thought that urban central was going to have a lot if spaces such as this but we have nothing but concrete.	4/15/2021 7:39 AM

	Bellevue's shopping center on 8th and 112th also has w beautiful outdoor seating areas and large container plantings with sitting areas. It would turn park l'âne back to something special and have a complete walking section from urban central to the water.	
123	I know a couple of businesses will not like the lack of on-street parking. But the added room will ultimately make for more foot traffic and a much more pleasant atmosphere for everyone. What ever the outcome, any closure to traffic will be welcome	4/15/2021 7:37 AM
124	Close it to vehicles permanently. It serves no traffic flow purpose. And there is ample parking in Kirkland.	4/15/2021 7:26 AM
125	Option 2	4/15/2021 7:01 AM
126	Can bikes use lane if not cars	4/15/2021 6:40 AM
127	make the closure permanent. Pedestrian streets are very nice. The street is small enough to remain permanently pedestrian only.	4/15/2021 6:32 AM
128	If you end up with Option 2- closing at 4pm would be best. May people come just for happy hour. It seems it always takes an extra 30 minutes before all car are gone. No cars also makes it much more kid and dog friendly.	4/15/2021 5:51 AM
129	In my opinion, there is little value in the several parking spaces vs the ambiance. I am not sure if it would help or hurt the business but for someone who walks that street everyday, it would be much more appealing.	4/15/2021 4:36 AM
130	Park Lane is a wonderful pedestrian street with little value to cars. I would love to let it reach its full potential.	4/15/2021 12:59 AM
131	I don't understand the costs. For instance perhaps a sticker over the parking signs and ticket if someone parks. There has got to be a better solution than employee costs.	4/15/2021 12:11 AM
132	allow restaurants to expand settings into the street with covering and heat lamps as needed	4/14/2021 11:20 PM
133	I advocate for no cars year round - permanently. I would frequent Park Ln businesses much more to enjoy walking and outdoor dining.	4/14/2021 11:12 PM
134	Permanent closure to vehicles. Pedestrian and outdoor dining only.	4/14/2021 11:11 PM
135	Option 3 makes the most sense! Cheapest option and restaurants can benefit all day by using the outdoor seating. Only 17 parking places lost.	4/14/2021 11:03 PM
136	Parking is a premium, but losing these few spaces is worth it when we could have a full street open for restaurants and pedestrians. Restaurants could encourage patrons who are picking up, to use the back doors to access restaurants for quick pick ups	4/14/2021 10:57 PM
137	Permanent closure to cars. More outdoor events and seating and pedestrian enjoyment	4/14/2021 10:55 PM
138	Alternative: close evenings, weekends, holidays.	4/14/2021 10:46 PM
139	With this option I'd like to see the restaurants expand outdoor seating for the season. Eating inside unless you're right next to an open window is just not as safe as in the fresh air.	4/14/2021 10:36 PM
140	I have wanted this for a long time.	4/14/2021 10:35 PM
141	Shut it down for good. It's an accident waiting to happen and much more pleasant without cars.	4/14/2021 10:04 PM
142	Permanent closure of Park lane, and leaving it as outdoor restaurant seating (with tents and possibly heaters in the winter months?)	4/14/2021 9:43 PM
143	Downtown is getting taller and loosing it's charm. More walkable space will help. Even better is to keep new building limited in height.	4/14/2021 9:43 PM
144	Close full day and night the whole year.	4/14/2021 9:41 PM
145	Just make sure there's plenty of parking nearby. Parking can be expensive and is what keeps me away.	4/14/2021 9:37 PM
146	parking for the gym, coffee shops, and food pickup from restaurants is important to keep open during weekdays.	4/14/2021 9:29 PM
147	I think option 2 is fair to the businesses and pedestrians.	4/14/2021 8:56 PM

148	nights and weekends	4/14/2021 8:43 PM
149	Socializing outside is still safest. And will give those businesses a boost. Would like to see other downtown businesses given support of some sort also. Thank you!	4/14/2021 8:34 PM
150	More pedestrian-only areas would make people flock to your city.	4/14/2021 8:29 PM
151	Hi- i think closing permanently for a set period (may-oct) would allow restaurants/stores to expand out in a more permanent way. Less labor to haul things in and out and create a cool vibe that is consistent for guests to dine, shop, gather. Consistency is great	4/14/2021 8:26 PM
152	Close all of park lane and allow restaurants and retail to use the outdoor parking spaces	4/14/2021 8:19 PM
153	Option 2 second choice	4/14/2021 8:16 PM
154	Close at 5 pm. Easier for families with kids that are out a bit earlier	4/14/2021 8:15 PM
155	I am okay with some limited car access to the area but it is so much safer to have one policy that everyone can simply count on. I don't want to get run over because the clock runs out on me!	4/14/2021 8:08 PM
156	2nd choice would be closed all day/evening if staff cost is a concern.	4/14/2021 8:06 PM
157	I like this idea but it should have weighted input from retailers on Park Lane.	4/14/2021 8:02 PM
158	Close permanently	4/14/2021 7:59 PM
159	Close more of downtown to cars.	4/14/2021 7:38 PM
160	I would love it modeled after the Pearl Street mall in Boulder, Colorado.	4/14/2021 7:35 PM
161	I would listen to the business owners who are impacted.	4/14/2021 7:29 PM
162	Option 2 is second choice	4/14/2021 7:15 PM
163	Evenings only	4/14/2021 7:04 PM
164	The lane should be closed permanently to vehicles. 1st reason it would promote year round activities 2nd reason it would eliminate traffic backup caused by vehicles turning left onto park lane	4/14/2021 6:48 PM
165	More pedestrian access is better	4/14/2021 6:41 PM
166	I would actually vote WITH the vendors/businesses on Park Lane, deferring to their preferences.	4/14/2021 6:25 PM
167	Even do this year round, not just summer months	4/14/2021 6:23 PM
168	You might want to consider disabled folks who can't walk very far. If you close Park Lane to cars, where will they park?	4/14/2021 6:17 PM
169	I think it's important to consider the businesses input who are on that street. I'm for whatever helps their business.	4/14/2021 6:14 PM
170	Closing Park Lane gives an unfair advantage to restaurants on Park Lane, to the detriment of other restaurants which do not have the ability to use the street for seating	4/14/2021 6:06 PM
171	I prefer permanent closure, or maybe open just for local deliveries from 10PM to 5PM. You spent all that money and cut those wonderful trees just so it's still the same stand-still traffic mess.	4/14/2021 6:02 PM
172	Add bike parking/racks in a car parking spot.	4/14/2021 6:01 PM
173	Option 2 would be my 2nd choice. However, move the close time back to 4:30 or 5 pm during the week.	4/14/2021 5:57 PM
174	I would like to see Park Lane from Lake Street to Main Street closed to vehicles permanently. There are alternatives to the Lake Street “cut through” and permanent closure would allow for more outdoor dining for hard hit restaurants.	4/14/2021 5:30 PM
175	Restaurants should be allowed to expand outdoor seating into the street.	4/14/2021 5:23 PM
176	I honestly think that it should be closed all day/night year around. It would be such an added	4/14/2021 5:04 PM

	appeal for the downtown area	
177	Full time closure eliminates any confusion regarding when parking is allowed	4/14/2021 4:55 PM
178	those of use that dont have businesses on park lane vote no!!!we need the parking for our clients desperately ...the bar and dining have moved to sidewalks thats enough ....we got to eat too....	4/14/2021 4:52 PM
179	Permanently closed!	4/14/2021 4:29 PM
180	Much nicer and easier to get around for Disability Patrons. Weekends and Nights.	4/14/2021 4:27 PM
181	Option 2 is also compelling, but closing the lane to traffic will greatly enhance the destination for all day usage and local businesses should see increased business. This has played out in other cities. The more predictable the closure and the longer duration (May to Oct) will build the new behavior patterns that should prove that this is a win win for the community and businesses. While making the local businesses prosperous, they should not have a louder voice than the citizens if it will only help promote their business!	4/14/2021 4:17 PM
182	By virtue of you closing the road that long makes it impossible to find parking. Think about the hills that surround downtown and the number of people being forces to use them to find parking. I really doubt those hills are wheelchair or baby carriage friendly. You're decreasing accessibility for some.	4/14/2021 3:38 PM
183	The street is very congested during summer time and hazardous for kids and people who are crossing the street.	4/14/2021 3:30 PM
184	The restaurant pickup spots have been great! I'd love to have that option during the week to pick up a quick dinner and the road closed on weekends / holidays with more restaurant tables to eat outdoors.	4/14/2021 3:06 PM
185	Would love if Park Lane was closed to cars permanently. It's already not a good thoroughfare and more appropriate routes exist. On the other hand, it's a nice place to walk with lots of businesses. Another reason to close to vehicle traffic: left turns onto Park Ln from Lake St cause congestion on the Market St -> Lake Washington Blvd route.	4/14/2021 2:52 PM
186	This would help local businesses throughout the summer, be more predictable, avoid traffic backing up onto Lake Street, and would be simpler to implement.	4/14/2021 2:51 PM
187	Option two would be my second choice. I think pedestrian streets actually increase business!	4/14/2021 2:50 PM
188	I feel that this lane should be permanently closed to traffic. It is a nice, quaint walking lane that is safe for children, adults and dogs to walk through, shop and eat. It doesn't need cars, there are streets on both sides of it.	4/14/2021 2:36 PM
189	I think you should poll the retailers and restaurants on that street and do what THEY want. They have been badly injured this past year and need all the help we can get them.	4/14/2021 2:23 PM
190	It would be great to have an all-pedestrian street like European cities have. This would promote visits to local businesses, and would be a fantastic way to enjoy time outdoors with views of this beautiful city. I would propose closing it all year, and setting up a European-style Christmas/holiday market in December along Park Lane. Other North American cities have copied these markets with great success, such as the one in Vancouver, B.C. There is no such market in the Seattle area, so this could be a wonderful way to bring visitors to Kirkland.	4/14/2021 2:21 PM
191	we need more parking space for other small business too, we gone have parking problems, if you want don't just closed park lane closed all down town for cars.	4/14/2021 2:18 PM
192	The restaurants already take up the sidewalks for dining, the street gives pedestrians more room to walk.	4/14/2021 1:58 PM
193	Make Park Lane a place where people can gather, eat, talk. A center of hospitality for the community	4/14/2021 1:55 PM
194	I don't know if it would make sense to open it just in the mornings for deliveries, et cetera.	4/14/2021 1:43 PM
195	Use the street and not just leave it open, similar to Ballard on Sundays that draws people in. An empty street is useless.	4/14/2021 1:42 PM
196	I think closing Park Lane is such a wonderful idea! Thanks for considering it— between this and keeping the Christmas lights up into Spring you're all really killing it this year.	4/14/2021 1:39 PM

197	Option 2 seems like the most useable times, otherwise have it open	4/14/2021 1:29 PM
198	Keep it closed 24/7/365	4/14/2021 1:21 PM
199	Permanent closure to motorized vehicles.	4/14/2021 1:13 PM
200	Please don't allow cars on this street, it's unnecessary.	4/14/2021 12:59 PM
201	with covid and summer months coming up, I would like to recommend a discussion on closing the parking lot next to the marina park and enable that area be used for outdoor dining for the summer time. I'll be the first to say that parking is a challenge in the area already. BUT, the parking lot not large enough to park half of the cars anyway. Just a thought.	4/14/2021 12:50 PM
202	Provide music in the summer. Have street fairs once a month.	4/14/2021 12:25 PM
203	Make the outdoor space much more enjoyable without cars slowly looking for a parking spot that is never there.	4/14/2021 12:22 PM
204	Nights and weekends is also a good option, but would prefer full closure	4/14/2021 12:12 PM
205	If we can't close it entirely to traffic, it'd be better to shut down for evenings, weekends, and holidays than the other two options.	4/14/2021 12:08 PM
206	Maybe consider opening on a regular basis during low-foot-traffic times if local businesses need to take deliveries on Park Lane. But in general it is a narrow street with a lot of pedestrians - I am in favor of closing it to cars permanently if there's community support for it.	4/14/2021 12:06 PM
207	Close it all the time,	4/14/2021 12:00 PM
208	I'd also like it if it would just close down and become a permanent pedestrian area.	4/14/2021 11:44 AM
209	the turn off Lake onto Park Lane is horrible for traffic, especially during the summer but really always. closing Park Lane to through traffic at all times would remove congestion from Lake that is sorely needed. oft times it backs up to Central, making the left from Central hard to make. and for what, a dozen or so parking spots?! close Park Lane down for the entire time!	4/14/2021 11:36 AM
210	Consider closing it forever.	4/14/2021 11:28 AM
211	Keep it closed forever! It would be a great pedestrian promenade. Like what they did in Santa Monica, CA	4/14/2021 11:22 AM
212	Please make it permanent and change the layout to include tables and/or benches to eat/read/drink a coffee. Or run a farmer's market or art exhibit through it! :-)	4/14/2021 11:21 AM
213	Please close park lane to traffic. It'll greatly increase walkability of the street, in particular with kids	4/14/2021 11:20 AM
214	Do not close. Parking is already limited in the area.	4/14/2021 11:17 AM
215	Weekends only. Friday noon to Sunday evening. Add shuttle for mobility impaired. Similar to airport	4/14/2021 11:17 AM
216	either 3 or 4. don't complicate things	4/14/2021 11:16 AM
217	I would prefer Park Lane be pedestrian-only all year round. It makes no sense as a car street in the first place.	4/14/2021 11:15 AM
218	For a total of only 17 parking spaces, the city can gain a great pedestrian space. Option 2 is a close second behind option 3.	4/14/2021 11:15 AM
219	Close it permanently (perhaps with an option for delivery, in mornings or something) Cities all across Europe have roads like this in their towns. Works great. Closing and reopening doesn't make sense. The lose of parking is minimal (what is there like 10 spots?) and it is trivial for drivers to take alternate routes. There is no reason to EVER open this road to traffic, except for possibly delivers (stores on the north side can be accessed by an alleyway, I don't know about stores on the south)	4/14/2021 11:07 AM
220	Close it permanently	4/14/2021 11:06 AM
221	keep the one ADA parking spot open but make it the first spot to optimize the open space.	4/14/2021 11:05 AM
222	Please maximize pedestrian spaces to allow for more spacing and restaurant seating	4/14/2021 10:53 AM

223	Although change is often resisted, I believe that pedestrian-only streets that I've visited in other cities have been a great boon to the local communities long-term.	4/14/2021 10:53 AM
224	More special activities	4/14/2021 10:46 AM
225	Close as many of the roads to cars downtown as you reasonable can, and encourage restaurants to stay open a bit later. DT had the potential to be one of the best parts of the eastside if you can encourage people to come and not worry about cars and worry about all the food options closing.	4/14/2021 10:44 AM
226	Thank you for considering this. I think it's absolutely in the best interest of our city to do this and encourage a beautiful pedestrian square at the heart of Kirkland. I would vote to close it year round permanently.	4/14/2021 10:41 AM
227	Just suggest more parking lots nearby	4/14/2021 10:23 AM
228	We should consider permanent closure of Park Lane	4/14/2021 10:18 AM
229	Alternative would be option #2, however for the cost, and the small number of parking spaces being discusses, as a tax payer, I don't think it's worth it. Daytime hours are not when it's difficult to find parking. There are lot of other parking options all around Park Lane.	4/14/2021 10:10 AM
230	There are so few spaces here that this should just remain for foot traffic permanently.	4/14/2021 10:07 AM
231	If this is not approved, any closure would be good but full closure is preferred.	4/14/2021 10:07 AM
232	I would prefer option 3 but I do think that might be difficult for businesses and for people with accessibility issues.	4/14/2021 10:07 AM
233	give more room to social distance and with more car free times the people will feel safer there for will come out more and support the companys	4/14/2021 9:55 AM
234	As COVID protocols ease up, encourage more street activity such as pop-up booths and musicians. Since the closure is 24-hr, you can provide more hardscaping and art to really develop the space as a communal experience. Engage the Kirkland Cultural Arts Commission and youth groups to help with ideas and implementation. What would engage kids in this space? How can local shops use pop-ups and displays to draw commerce to their doors? Can other downtown merchants participate, by having displays that reach the impact beyond Park Lane? Maybe a big "You Are Here" map that highlights all of what's available in the immediate area.	4/14/2021 9:52 AM
235	Option 2 would be my second choice	4/14/2021 9:50 AM
236	I'm offering a perspective but without information that might lead me to a different conclusion. It would be very helpful to include information about whether and how the prior closures achieved the goals that they were intended to achieve, at what costs, and what we know about any other adverse impacts that occurred. For example, my current preference (closure day & night) is based upon a concern that confusion by pedestrians over whether cars are allowed on Park Lane leads them to take undue risks in periods when cars ARE present, but I don't know if that's a real or imagined concern. It would be useful to hear evidence from the prior years' experience. How were businesses impacted? Consumers? Safety? Etc.?	4/14/2021 9:42 AM
237	Close it permanently, no value add to have cars drive through there or park	4/14/2021 9:40 AM
238	We loved having Park Lane closed and used for other activities. The more time it is closed, the better!!!	4/14/2021 9:37 AM
239	Vehicles should be allowed at all times. Parkings should be allowed for any vehicle.	4/14/2021 9:30 AM
240	Parking is critical. I rarely go into kirkland now because of no parking.	4/14/2021 9:30 AM
241	Please consider placement of handicapped parking spaces to ensure needed access to restaurants and business in the closed zone.	4/14/2021 9:22 AM
242	Prefer to have streets close at 4 or 5 in time for happy hours.	4/14/2021 9:20 AM
243	Option 1 is alternative preference. Like the evening closures, but NOT the daytime	4/14/2021 9:15 AM
244	I would close it at 5pm so the happy hour crowd can be involved. Are there any options for to go during this time. A central pick-up area or something?	4/14/2021 8:56 AM

245	Convert all the parking there to ADA. That's the only reason to keep it open to cars at all -- access to those with mobility issues.	4/14/2021 8:43 AM
246	Consider additional handicap parking close to Park Lane.	4/14/2021 8:38 AM
247	Put kiosks of various sorts on the street during this time, such as food (grab and go, including sweets) and creative items to shop for; include a few activity-related areas for kids/families, maybe even set up some game boards (i.e. chess, checkers, etc .). Give families and residents a chance to enjoy downtown without needing to spend a fortune to do so.	4/14/2021 8:30 AM
248	None	4/14/2021 8:24 AM
249	None	4/14/2021 8:21 AM
250	We need more space but also need to encourage takeout somehow, despite folks not being able to park in front of the stores.	4/14/2021 8:19 AM
251	Close park lane to auto vehicles but consider identifying bicycle and walkway areas down the middle of the street. Please also consider installing bike corrals as part of the full closure so you maximize access to businesses.	4/14/2021 8:13 AM
252	Option 2 is my second choice. If Option 3 impacts Park Lane businesses too negatively, then I would chose Option 2. It’s wonderful to have that open restaurant/ other businesses/ promenade space in downtown Kirkland.	4/14/2021 8:09 AM
253	Close the street permanently to all parking and cars. There is no need to have cars drive through that street. You will need to open up other parking spots to accomodate. Remove the paid parking behind the Heathman hotel	4/14/2021 7:49 AM
254	Close it permanently	4/14/2021 7:41 AM
255	N/a	4/14/2021 7:39 AM
256	I’d support 24x7 closures but assume this would not be the wishes of the retailers	4/14/2021 7:39 AM
257	Close Park Lane to all vehicle traffic for the entire year. Provide for the creation of a "Bourbon Street" type atmosphere allowing people to wander, dine, shop, and socialize.	4/14/2021 7:37 AM
258	Parkland should be a pedestrian street all year and permanently	4/14/2021 7:33 AM
259	The outdoor space should be more important than a number of parking spaces lost due to the change.	4/14/2021 7:30 AM
260	I want to be able to drive thru regardless of any event.	4/14/2021 7:29 AM
261	It's safer for pedestrians to have Park Lane closed during the summer months, and easier for drivers to remember that it will be closed for a period of months instead of specific times each day.	4/14/2021 7:22 AM
262	Option 2 is a good second alternative. The closing of the area would allow merchants to use more of the space for outdoor seating / retail. Please also consider a relaxing of open container rules on the street too.	4/14/2021 7:15 AM
263	Using the Library garage one encounters homeless in the vicinity of bus depot and public bathrooms. It does not feel safe at night.	4/14/2021 7:13 AM
264	if you are truly worried about covid and the need to social distance than the city should not close Park Lane to cars. Closing it will encourage large gatherings. If the vaccines are effective than why social distance and wear masks??	4/14/2021 7:07 AM
265	Offer restaurant “pickup” stalls in the paid parking lot across from Starbucks.	4/14/2021 6:57 AM
266	Think about how many parking slots this would eliminate and where vehicles can be directed that would be free parking slots and not paid lots. It appears downtown Kirkland shoppers/diners are back in full force compared to last summer. This plan could be very important if King County is rolled back into Phase 2.	4/14/2021 6:51 AM
267	This is a very short Street, and that's easy to get where one is going without having to go through Park Lane. Why is it ever open to vehicles at all, except for emergency vehicles?	4/14/2021 3:50 AM
268	Honestly, I would love to see Park Lane closed all year. It would be a bit challenging at first, but folks would adapt and come to know what to expect when traveling to the DT Kirkkand	4/13/2021 11:34 PM

	area. I would also love to see local shops and stores open on Sundays, as that is the perfect time for many people to shop locally. Closing this area to vehicles, is one small step toward helping the city build a stronger sense of community and engagement.	
269	Parklets would be a compromise, parking is often very difficult and all the new apartments being built in the area don't help.	4/13/2021 10:52 PM
270	Close to cars permenently.	4/13/2021 10:28 PM
271	Consider parking for meal pickups in back alleys, so they still have easy access. Prefer no vehicles on Park Lane as it's much safer for pedestrians and more fun for families. Also, the city is quite festive with outdoor seating filling the street.	4/13/2021 9:50 PM
272	My wife and I ate outdoors on Park Lane at least once per week last year when it was an option. It was fabulous! That kind of thing is why I moved to Kirkland. Please help reboot our city's economy with this extra support to the restaurants.	4/13/2021 9:45 PM
273	Keep it closed, but expand food choices and seating. Add Food trucks or allow restaurants to set up pop ups.	4/13/2021 9:43 PM
274	Much nicer to have it closed.	4/13/2021 9:39 PM
275	If we go into lockdown then having the street n allows for pickup from the restaurants	4/13/2021 9:38 PM
276	Please get rid of the crosswalk that is not at a corner. This really fouls up traffic and there really isn't a reason they can't walk to the corner and cross at the light. It would really improve the street.	4/13/2021 9:21 PM
277	Close it to vehicles permanently. The car traffic there is minimal.	4/13/2021 9:06 PM
278	It should be closed for cars permanently	4/13/2021 8:52 PM
279	I would have no problem with Park Lane being close to vehicles permanently, year round.	4/13/2021 8:48 PM
280	Thank you for organizing! By far the best choice is to close to street to traffic and allow businesses to use the space.	4/13/2021 8:44 PM
281	This is such a no-brainer. Tons of cities are doing this type of thing--Kirkland does not have to be so car/parking dominated! There ARE other ways to enjoy the space.	4/13/2021 8:20 PM
282	Please close down Park Lane to vehicles all summer! More space for outdoor dining and for retail would be so amazing. We'd eat down there even more often than we already do if some of those patios were bigger.	4/13/2021 7:12 PM
283	With the transit center, that road doesn't make much sense for cars anyway	4/13/2021 7:05 PM
284	Close this AND the main downtown street to cars so pedestrians can enjoy our beautiful downtown while maintaining their personal bubbles when need be	4/13/2021 6:56 PM
285	I am not sure what STAFF TIME means/requires, but would be interested in what is best/easiest for the restaurants WHILE considering what the other retailers want. Parking is so close for walking to the retailers, that i would prioritize what is best/easiest for the restaurants.	4/13/2021 6:37 PM
286	I also like Option 3. I think this is a fantastic idea!!	4/13/2021 6:36 PM
287	People have been clamoring for this for YEARS. Pedestrian streets thrive in cities all over the world. Many of the business owners who were most strongly opposed are no longer there. Business will grow as word gets out that the street is a full time pedestrian street. It takes time for awareness to grow -- we have to be willing to give it time.	4/13/2021 5:30 PM
288	Close it earlier - 4:30 or 5pm	4/13/2021 5:20 PM
289	I'm in a wheelchair. I guess I can't go to downtown anymore.	4/13/2021 3:28 PM
290	Weigh the opinions of the businesses immediately on or adjacent to the street more heavily than the general response. They probably have a better feel for what brings people there. The constant reopening and closing of the street adds costs and toil for those stores in addition to the city's costs.	4/13/2021 3:28 PM
291	I think maximum utility would be meet by closing from memorial day to labor day. prime tourist season as well as summer vacation.	4/13/2021 3:01 PM

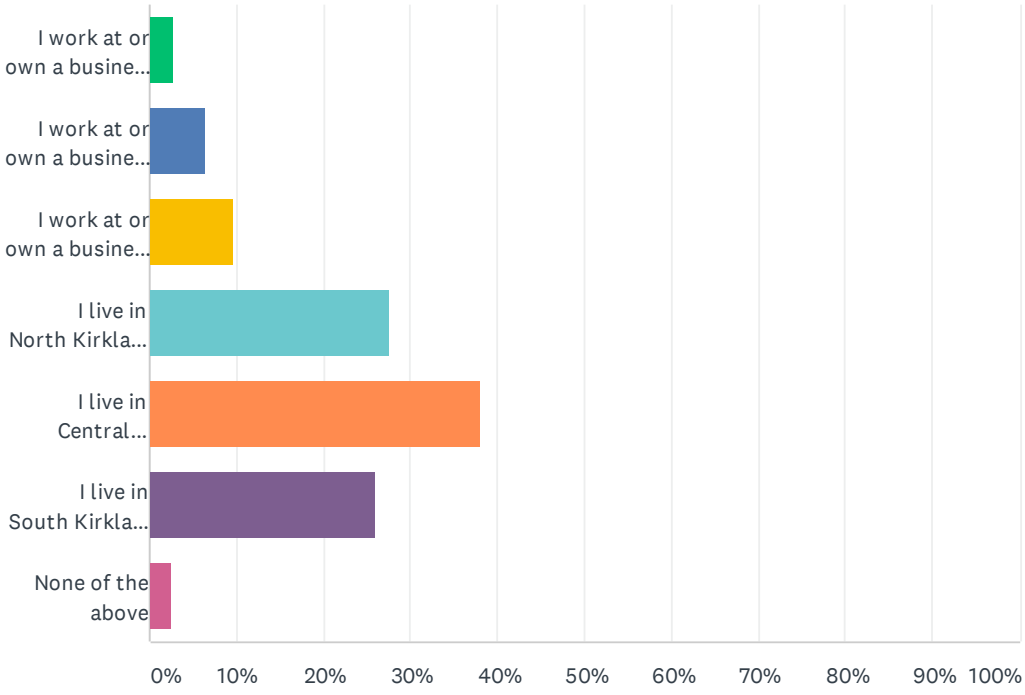
292	Permanently close the street, set up tables and make it a flex space for events, street fairs etc.	4/13/2021 2:29 PM
293	Opening to pedestrians 24/7 is much better because it ends confusion about who can access the street and when. Last year, I noticed a lot of people who were walking in the middle of the road even though it was open to cars. It's just better to keep the street open to pedestrians all day and that way people know that it is always available and pleasant.	4/13/2021 2:19 PM
294	I support the Parklet idea for outdoor seating all year long regardless of regulations on occupancy in restaurants.	4/13/2021 2:06 PM
295	Close it all year! It's just one block and has access from parking areas on both ends. Variations in schedule actually make it more frustrating to folks who would prefer to drive on this street, and closing it all the time would reduce confusion.	4/13/2021 1:48 PM
296	Make park lane permanently pedestrian only	4/13/2021 1:38 PM
297	Should be closed year around	4/13/2021 1:25 PM
298	More space for outdoor sitting during this time. Possibly open up to temporary vendors in form of stalls, food trucks or vendor stalls farmers market style. Additional spots should be setup for fast pickup of orders.	4/13/2021 1:22 PM
299	Alternative preference would be option 2.	4/13/2021 1:16 PM
300	Option 3 is my first choice, but would settle for Option 2. Please don't roll it back to Option 4!	4/13/2021 1:04 PM
301	Close the road to vehicles permanently.	4/13/2021 12:52 PM
302	Please considered disabled parking and deliveries to the businesses.	4/13/2021 11:12 AM
303	It should be permanently closed for cars so businesses can have longer term planning. When presenting options city should have conducted survey of the area about how many people v/s cars use this street and present public with the numbers. This surveys can be done by city's volunteer program but that one doesn't have any urbanization initiatives.	4/13/2021 10:40 AM
304	Our family would like to see Park Lane closed to all traffic all year. Make this a pedestrian corridor from downtown to Kirkland Urban (as proposed 2 decades ago).	4/13/2021 10:37 AM
305	We are so thrilled that the city is considering a closure to vehicles of Park Lane. We live in Norkirk with young kids and downtown Kirkland is so incredibly wonderful with Park Lane closed in the summer - kids can ride bikes, run without concern for traffic (safe place) - and it makes it easier to socially distance! It seems some people might think closing Park Lane could negatively impact the businesses - but I think its the opposite! There are SO MANY people that walk by the businesses when Park lane is closed to traffic. PLEASE PLEASE PLEASE close Park lane!!!!! Thank you so much to our wonderful city staff - appreciate your thoughtfulness and hard work!	4/13/2021 10:31 AM
306	Allow restaurant seating in all parking spaces.	4/13/2021 10:29 AM
307	Allow restaurant seating in entire area or parking spots	4/13/2021 10:28 AM
308	Rather than at 6:00PM, I recommend it close at 4:00 PM to allow the restaurants to seat customers in parking spaces and prepare for dinner guests	4/13/2021 10:26 AM
309	I prefer occasional weekend and holiday closures. It's hard enough now to find parking and pick up takeout. Plus, if I take my elderly parents out, it's nice to be able to park close or drop them off at the restaurant. Please do not close park lane to all traffic/parking forever!	4/13/2021 10:17 AM
310	Close park lane to traffic permanently. It is confusing to park there anyway, and there are only a few spots. To mitigate for the lost parking spots, rework the marina lot, or the lot adjacent to park lane/starbucks to fit in 5-10 more vehicles.	4/13/2021 10:11 AM
311	People will be inconvenienced either way. That’s the nature of the beast. Drivers will be held up in extra congestion and/or businesses will continue to suffer loss of revenue etc. This option seems to be a reasonable balance. There is no perfect solution. Such is life. People tend to vote based on what each person wants rather than what’s best for the community as a whole.	4/13/2021 10:10 AM
312	I'd like to see the evening closure start at 5:00 to allow for Happy Hours to take advantage of additional outdoor seating. And Option 3 would be preferable to 1.	4/13/2021 10:03 AM

313	Although I could support option 2, I prefer 3. Park Lane is a great spot to stroll and to eat. The atmosphere is SO much better without cars there. It makes it the center of town when traffic free.	4/13/2021 9:43 AM
314	You could start June 1 instead of May 1.	4/13/2021 9:05 AM
315	One of the things I love about going to Europe is that there are always large portions of downtowns that do not allow any cars, day or night! I love it! You can walk, dine, shop, without fear of having to navigate traffic! It's wonderful!!	4/13/2021 8:57 AM
316	Same should be done in other areas of the city, giving some more space to pedestrians	4/13/2021 8:23 AM
317	Close to cars forever!	4/13/2021 8:21 AM
318	I would like Park Lane to be closed permanently to vehicles.	4/13/2021 8:04 AM
319	Allow food trucks and craft/art fair or outdoor performance like theater or bands	4/12/2021 11:51 PM
320	Provide a few curbside pickup spaces for Park Lane restaurants in the parking lot adjacent to Park Lane.	4/12/2021 11:45 PM
321	Close this indefinitely to cars. The utility that this provides as a road and as a parking lot probably don't come close to the benefit of a pedestrian corridor and plaza.	4/12/2021 11:24 PM
322	Please make this a pedestrian zone as well as the little street between the Kirkland Urban buildings. We need more pedestrian zones that are safe for kids and adults. Also, please bring more restaurants to Park Lane, not fitness centers. And please bring food trucks to the Marina!	4/12/2021 10:41 PM
323	To create a welcoming environment for strolling, please provide plenty of "free" seating – benches, chairs, tables that are not exclusively for patrons of restaurants.	4/12/2021 10:35 PM
324	Option 2 as a second alternative	4/12/2021 10:34 PM
325	I'd suggest closure all day and weekends to Let the restaurants use the space for outdoor seating to entice foot traffic and an ambiance.	4/12/2021 10:06 PM
326	Having it open only part of the time creates confusion and potential injuries. I will forget when its open and when it isn't. I see pedestrians behaving entitled to walk through regardless of whether its closed or open. Won't the walking traffic make up for vehicle traffic for the businesses? I would think in this specific scenario that the old argument of traffic driving business is an outdated sentiment. I am MUCH more likely to window show while strolling through. If I'm in my car, I'm on a mission to pick up take out food and leave, I'm not going to window shop or purchase somewhere I hadn't planned on. I'm not an expert but I am a consumer who goes through there on foot, bike and car.	4/12/2021 9:52 PM
327	Park lane should have been shut down years ago. I would love to see it covered for year round outdoor dining and entertainment	4/12/2021 9:25 PM
328	Set Kirkland apart from Bellevue and make it pedestrian and kid friendly. This is a really small area that could be closed - it will be great for businesses and citizens	4/12/2021 8:31 PM
329	Park lane is a nightmare to navigate around with vehicles turn on to it and off of it and wow it if for parking. Just close it down for outdoor seating and vendor carts!	4/12/2021 8:15 PM
330	It should always be pedestrian-only!	4/12/2021 8:05 PM
331	Street fairs	4/12/2021 7:58 PM
332	Closed year round. Tents in the winter for all season outdoor dining	4/12/2021 7:53 PM
333	Should be a permanent closure to all traffic.	4/12/2021 7:42 PM
334	I'd like it to be permanently closed for outdoor seating at restaurants	4/12/2021 7:01 PM
335	I will make a closer permanently. There's no point to be open. Restaurants can have more tables outside. Also its very dangerous for kids, as you can see many times cars stopping suddenly when kids cross to the road, as the sidewalk its not very clear	4/12/2021 6:17 PM
336	instead of fitness centers in downtown, more diverse restaurants for people to hang out please. Would be nice if the city do something like Monday or Sunday food truck at the Marina (when the other restaurants nearby close and people still want to go out and enjoy the weather/water)	4/12/2021 5:45 PM

337	It should be closed year round.	4/12/2021 5:44 PM
338	I have always hoped for option 3.	4/12/2021 5:34 PM
339	If only part day, start earlier to accommodate families eating early at Park Lane restaurants so kids can run around	4/12/2021 5:34 PM
340	Open for happy hour as well. This is a big draw to bring people to the area to spend money at these downtown locations.	4/12/2021 5:23 PM
341	There is zero reason Park Lane should be open ever. Regardless of pandemic.	4/12/2021 5:16 PM
342	Open more free parking in other areas to compensate. Let the restaurants set up more outdoor dining in that area. Do not let any cars drive down that space but reserve spaces at the nearest parking areas for take out.	4/12/2021 5:14 PM
343	There is a VERY limited amount of parking on Park Lane but the coming and going of cars is maddening and significantly impedes pedestrian traffic and our ability to enjoy outdoor dining, etc. Please just end cars on that stretch entirely and make it a true community gathering place.	4/12/2021 5:14 PM
344	I think the City should permanently close the street to all vehicles. It will lower noise pollution, air pollution, and increase wellbeing and community cohesion.	4/12/2021 4:49 PM
345	Permanent pedestrian space	4/12/2021 4:35 PM
346	I really agree with all 3 options of closing down the street to allow social distancing while still allowing businesses to succeed. I chose option 3 simply bc of the cost savings to the city.	4/12/2021 4:21 PM
347	Allow more outdoor dining	4/12/2021 4:15 PM
348	For those dining out with small children, we appreciate the option to eat outside without the danger of moving vehicles nearby.	4/12/2021 4:11 PM
349	The best way to build consumer behavior is through predictability--establishing what to expect. If the street is predictably closed, Park Lane becomes a walking destination and drivers learn to park in other locations (like the Library). Variability = consumer frustration. People do not keep track of which weekends/evenings that half street is open or closed.	4/12/2021 4:10 PM
350	It would be great to have this space to distance all summer. Would still like to have some loading zones so we can get take out from local restaurants.	4/12/2021 3:39 PM
351	Parklane Gallery sales are consistantly better when there is more street traffic -- we are totally behind the idea. Larey McDaniel, President, Parklane Gallery	4/11/2021 10:59 AM
352	Should be closed to auto traffic permanently. I believe that foot traffic would drastically increase, benefitting the businesses on this section of road. It would also allow the businesses to extend out onto the sidewalk.	4/10/2021 1:44 PM
353	Kirkland already has a parking problem everyone says it, why make it worse? 17 spots that turn over every 2 hours 6 times a day, 102 less spots a day, 2,958 a month, 14,790 during the proposed 5 month closure..... I'm sure that will have a pretty significant impact on business's that already had to endure a 3 month closure and work around Covid restrictions, aren't there enough empty storefronts in Kirkland?	4/9/2021 11:03 PM
354	All businesses in Kirkland are struggling not just the restaurants. Working 25-50% capacity has put a huge strain on all businesses. Restaurants are the only businesses that can expand onto the sidewalks and streets. I feel that is great for them they need all the help they can get. That said, all businesses need to be considered.	4/9/2021 3:43 PM
355	Go through the zoning process and rezone the street to Restaurant only if those are the only businesses the city and the community want to support. Closing the stree to vehicles harms the actual retail businesses.	4/9/2021 2:15 PM
356	move up shut down time to 5pm on biz days and add more tables to the open areas so more people can hang out, also have an official "stage" at one end for live music	4/9/2021 1:40 PM
357	This project focuses on a small, two-block stretch and there is ample parking availability in both the surface lot on the west end of this, and the municipal lot on the eastern side.	4/9/2021 11:09 AM
358	Kirkland uniquely positioned to create a 'European walking city' connecting its waterfront to	4/9/2021 8:12 AM

Q3 Please select all that apply:

Answered: 1,216 Skipped: 10



ANSWER CHOICES	RESPONSES	
I work at or own a business on Park Lane.	2.80%	34
I work at or own a business on another street in downtown Kirkland	6.41%	78
I work at or own a business in another part of Kirkland.	9.62%	117
I live in North Kirkland (Finn Hill, Juanita, Kingsgate, Totem Lake)	27.55%	335
I live in Central Kirkland (Market, Norkirk, Highlands, North Rose Hill)	38.08%	463
I live in South Kirkland (Moss Bay, Everest, South Rose Hill, Lakeview, Central Houghton, Bridle Trails)	25.99%	316
None of the above	2.47%	30
Total Respondents: 1,216		

Q4 If you represent an affected business on Park Lane or downtown, please give us your thoughts on ways the City might help mitigate the potential impact on your business should Park Lane close to vehicles as described above.

Answered: 72 Skipped: 1,154

#	RESPONSES	DATE
1	There is not enough roads or parking as it is downtown. Eliminating driving and parking on Park Lane is just adding to the already too congested traffic.	4/25/2021 5:48 PM
2	I have no idea how the City could help mitigate loss of sales should Park Lane close. We are obviously just coming off of a pandemic that closed our business for multiple months and has had a dramatic affect on our business and now once again you want to shut down the street again. Kirkland has an ongoing reputation of a parking shortage and you want to magnify that by taking away what parking we do. I made additional comments on my feelings in response to question 1.	4/22/2021 11:21 PM
3	An evening closure is a reasonable compromise, and supported by our tenants. Daytime closure would be severely damaging, as it has been in Edmonds. I would expect a drastic reduction in property taxes, which would still not be adequate restitution for the loss in property value and the loss of my longtime tenants, who are teetering on the edge and have only survived as we have given them several months free rent. You can take over subsidizing their rent, if you paid at least half of it they might come out ok.	4/22/2021 3:46 PM
4	Our customers enjoy sitting outdoors (many, even in the winter!). The calm, quiet, cleaner, safer, and spacious atmosphere created by the absence of motor vehicles is conducive to mobility, socializing, and shopping. Many of our customers live nearby, and enjoy walking to our establishment. The presence of motor vehicles confines people to moving linearly. When people are comfortable moving about, freely crossing the street, then more engagement with the shops and galleries will naturally occur. Promoting the closing of Park Lane as a larger vision of an Urban to Lakefront Promenade will make it easier to satisfy those who can utilize motor vehicle parking at Kirkland Urban and the Library. More bike parking at the Marina, on Park Lane, and at Kirkland Urban, please. 😊	4/16/2021 6:36 AM
5	Allows for safer dining and more tables available to businesses.	4/15/2021 6:50 PM
6	N/A	4/15/2021 11:19 AM
7	I would let the businesses that are on that street decide. There is very limited parking as it is. Less spaces might detour people from wanting to go down there, but whatever benefits them the most I would be fine with.	4/15/2021 9:02 AM
8	NA but the rising tide lifts all boats. The more compelling Kirkland is overall, the more success everyone will have.	4/15/2021 7:38 AM
9	I am not a business owner but a consumer and many times have chosen not to shop or have a meal in parkland due to the traffic going through there. We would be more inclined to dine frequently in park lane if it was a pedestrian area.	4/14/2021 10:37 PM
10	I don't own a business in downtown Kirkland	4/14/2021 9:37 PM
11	N/A	4/14/2021 8:20 PM
12	yes	4/14/2021 7:35 PM
13	I am a frequent user and would go there even more often if it were always closed. Much could be done to make it an even more attractive strolling and dining area!	4/14/2021 7:01 PM
14	NA	4/14/2021 6:45 PM
15	N/A	4/14/2021 6:41 PM

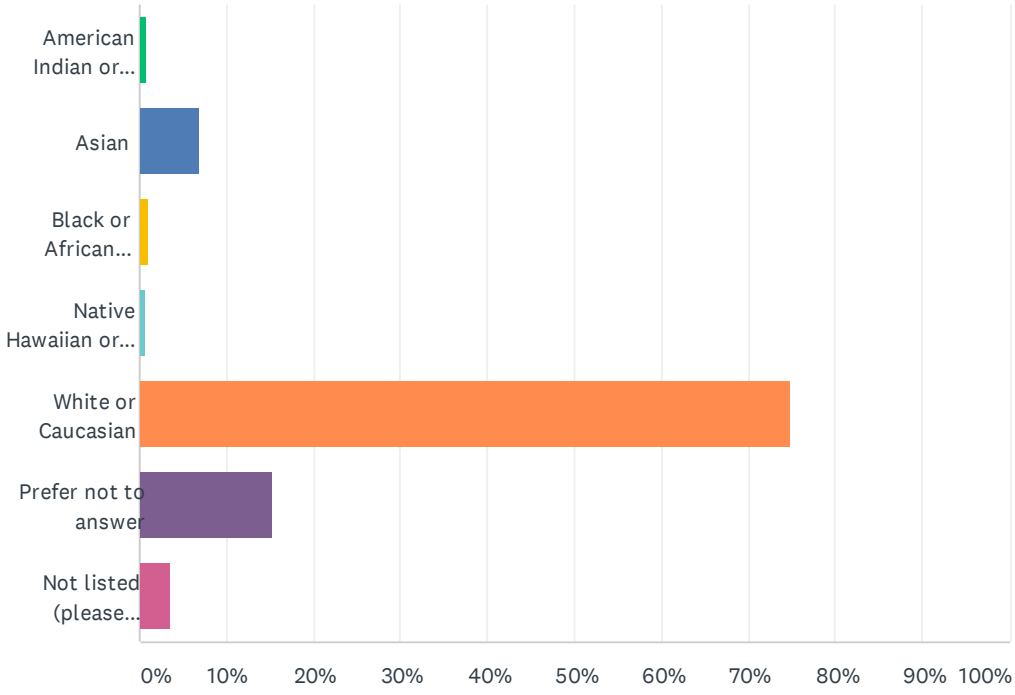
16	It should be closed Permanetly	4/14/2021 6:38 PM
17	They might end up using our business for parking	4/14/2021 6:24 PM
18	There is no need to park on Park Lane to patron these businesses. There are multiple lots and street parking nearby. The ability to walk down an actual "Park Lane" without vehicles would draw more people to these businesses.	4/14/2021 5:21 PM
19	Support the Kirkland police department and put the blue line flag back in the building. Stop being cowards.	4/14/2021 5:00 PM
20	we are at 50% cant pay rent it will cut our business down another 40 -50%--last year you closed the street it was a disaster for us....	4/14/2021 4:55 PM
21	Yes	4/14/2021 4:30 PM
22	N/A	4/14/2021 3:38 PM
23	NA	4/14/2021 3:37 PM
24	N/A - But please keep those 15 min parking spots somewhere nearby to do food pickup	4/14/2021 3:07 PM
25	Nope. We're on Kirkland Way	4/14/2021 2:57 PM
26	fixed parking problems.	4/14/2021 2:20 PM
27	Last year the street sat empty during weekend closures. Would love to see vendors, artist, food vendors open the street like a farmers market feel. Our customers come from all over to shop our stores and we get very few locals who shop.	4/14/2021 1:45 PM
28	No because parking spaces are already very limited	4/14/2021 12:55 PM
29	Please make sure there is a nearby food pick spot for drivers. There are plenty of parking spots next to the banks on Central that are nearby and could be converted in the evening to food pick up area.	4/14/2021 11:22 AM
30	Make parking in the Marina and the lot on Lake and Central free after 5:00pm	4/14/2021 10:47 AM
31	Everything should be closed until the pandemic ends, especially since new virus mutations that are 70% more infectious. How you may talk about parks, cafes, etc when people's lives are in danger and people are dying?	4/14/2021 10:45 AM
32	N//A	4/14/2021 10:44 AM
33	I believe there are plenty of other parking options for businesses already -	4/14/2021 10:42 AM
34	I do not represent a business.	4/14/2021 9:46 AM
35	Yes	4/14/2021 9:31 AM
36	Park lane closures will ease traffic on lake wa blvd as cars won't have to wait for other cars turning left onto park lane.	4/14/2021 9:28 AM
37	I don’t represent a business, but maybe reserve free parking for pick ups in the lot at the corner	4/14/2021 9:18 AM
38	N/a	4/14/2021 8:44 AM
39	NA	4/14/2021 8:39 AM
40	NA	4/14/2021 8:24 AM
41	N/a	4/14/2021 8:14 AM
42	I want to be able to drive thru regardless of any event.	4/14/2021 7:31 AM
43	no	4/14/2021 7:07 AM
44	I don’t own a business in this part of Kirkland, but do in another part of DT Kirkland. The biggest challenge might be transporting purchased items to a customers vehicle. Perhaps there could be a drive through pick up area, similar to the one at Bellevue Square. With ingenuity and resourcefulness, this could be a winning arrangement for everyone.	4/13/2021 11:39 PM

45	Improve parking to increased more people down town, perhaps open up temperature parking on the field	4/13/2021 9:40 PM
46	Get rid of the crosswalk and have pedestrians cross at the light!	4/13/2021 9:22 PM
47	I would be more likely to visit businesses if I didn't have to deal with car congestion on Park Lane.	4/13/2021 8:48 PM
48	No	4/13/2021 8:34 PM
49	No mitigation needed! I actually think it will draw MORE customers as more people can enjoy all that space when it's not full of cars.	4/13/2021 8:21 PM
50	N/a just a resident!	4/13/2021 7:13 PM
51	I've chosen Option 1 only as a compromise from Option 4 - for the sake of the restaurants on Park Lane. I supported this last year, and it seemed to work fine. 1) By providing additional free parking elsewhere near Park Lane, and making it well known to downtown visitors. 2) Ensure that the physical means to close off Park Lane are classy and aesthetically pleasing - i.e. potted plants, not road block barriers, etc. , and that any signage be done professionally. 3) It must be obvious that the closure of Park Lane is to vehicles only - not pedestrians / shop & restaurant patrons.	4/13/2021 3:06 PM
52	the primary issue to address would be the invaluable short term parking that was created during covid. the restaurants and guests have really come to count on this resource. maybe 3 or 4 stalls at lake and central lot would suffice	4/13/2021 3:03 PM
53	It would be great if the city encourage pop up attractions on Park Lane during the day to help attract more people to the businesses that are open during the day.	4/13/2021 2:20 PM
54	N/A	4/13/2021 1:24 PM
55	Yes	4/13/2021 11:24 AM
56	It should be a permanent pedestrian area.	4/13/2021 10:59 AM
57	N/a	4/13/2021 10:11 AM
58	N/A	4/12/2021 9:41 PM
59	Na	4/12/2021 8:50 PM
60	I believe there would be no negative effects on the businesses. Only positive. :)) Yes I own a business on Kirkland Ave	4/12/2021 6:53 PM
61	N/A	4/12/2021 5:35 PM
62	Larger wayfinding signs to parking, designating several "order pickup" parking spaces nearby, making parking in the Lake & Central lot free, creating a hop on shuttle that loops from City Hall to Heritage Park, down Lake, up second, down to library, and back.	4/12/2021 4:15 PM
63	Yes! I have kids and love to come down to Park Lane when it's closed. I also work at Cactus. The loading zones have been critical to our curbside take out business. It makes it easy for guests to pick up food so they can eat at home. Without them, it's very hard for guests to pick up of for delivery drivers to quickly get their orders.	4/12/2021 3:42 PM
64	Open more free parking. Not close Park lane. Customers that are actually coming to Kirkland to spend money need to be able to drive by and find us	4/12/2021 8:01 AM
65	The impact would be positive.	4/11/2021 11:13 AM
66	We have always done better when the street is open to pedestrians. We do appreciate having as much parking as possible in nearby areas, however.	4/11/2021 11:00 AM
67	I have asked many of our customers about closing the street. Every person I have asked has said they think it would be better if the street was closed to traffic.	4/10/2021 3:17 PM
68	Invest that money into maintaining down town Kirkland, have you walked around lately? Filthy streets, trash, plastic ribbons on every tree (doesn’t seem very green), flower beds that have not been maintained on park lane since it’s redevelopment (4 years ago), broken street balustrades.... etc. Look at U village they had high turnover rate and were loosing tenants	4/9/2021 11:13 PM

	because of limited parking, they actually listened to business's and consumers and in the last 5 years have built 3 parking garages and is once again thriving.	
69	no mitigation needed, this is a great move for business and the community.	4/9/2021 6:39 PM
70	Make all city parking lots "No Charge"	4/9/2021 3:46 PM
71	there is nothing you can do to replace the exposure and proximity the parking provides	4/9/2021 2:16 PM
72	add more bike parking as a great alternative on how to get there and park	4/9/2021 1:41 PM

Q5 Do you consider yourself...? Select all that apply. (Optional)

Answered: 1,153 Skipped: 73



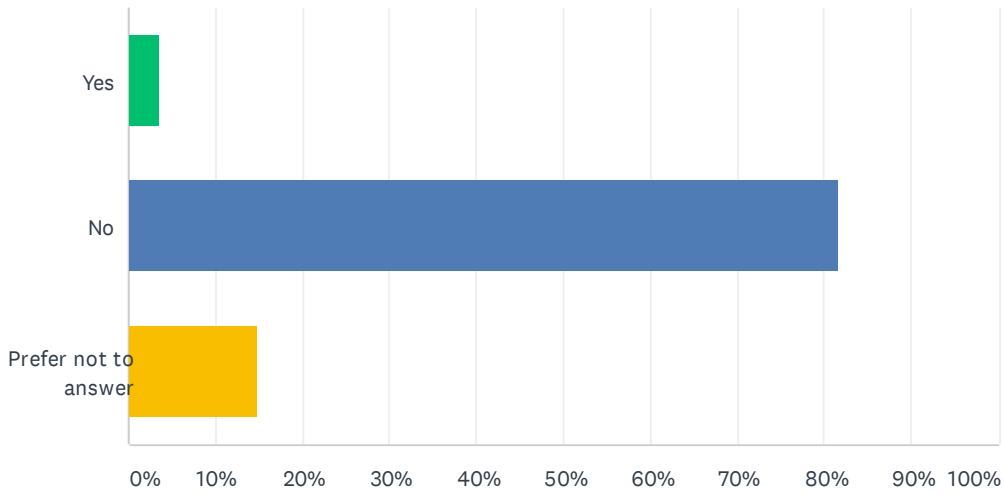
ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	0.78%	9
Asian	6.85%	79
Black or African American	1.13%	13
Native Hawaiian or Other Pacific Islander	0.69%	8
White or Caucasian	74.93%	864
Prefer not to answer	15.35%	177
Not listed (please specify)	3.47%	40
Total Respondents: 1,153		

#	NOT LISTED (PLEASE SPECIFY)	DATE
1	NOYB	4/24/2021 4:54 PM
2	European American - please make categories of ethnicity similar ... hate the word Caucasian	4/24/2021 2:51 PM
3	Biracial	4/24/2021 2:33 AM
4	Hispanic	4/23/2021 4:59 PM
5	I don’t know what ethnicity has to do with the issue at hand♀	4/22/2021 11:22 PM
6	Egyptian	4/19/2021 7:35 PM
7	I find that question offensive. What does race have to do with this?	4/19/2021 4:09 PM
8	Hispanic	4/19/2021 4:07 PM

9	south asian	4/19/2021 3:23 PM
10	Hispanic	4/19/2021 8:00 AM
11	Hispanic	4/17/2021 8:21 AM
12	Mixed races latino	4/16/2021 7:48 AM
13	Middle Eastern	4/16/2021 7:22 AM
14	human	4/15/2021 8:35 PM
15	human	4/15/2021 8:34 PM
16	Latino	4/15/2021 5:34 PM
17	Latino	4/15/2021 8:29 AM
18	East Asian	4/15/2021 12:12 AM
19	Jewish	4/14/2021 11:30 PM
20	Hispanic	4/14/2021 9:45 PM
21	Persian	4/14/2021 9:16 PM
22	European American	4/14/2021 6:51 PM
23	Hispanic	4/14/2021 6:42 PM
24	Hispanic	4/14/2021 6:29 PM
25	Hispanic	4/14/2021 12:59 PM
26	Hispanic	4/14/2021 12:49 PM
27	Mexican	4/14/2021 10:27 AM
28	Middle Eastern	4/14/2021 10:19 AM
29	Hispanic	4/14/2021 9:58 AM
30	Anglo-European	4/14/2021 7:40 AM
31	why do you care	4/14/2021 7:08 AM
32	mixed	4/14/2021 6:20 AM
33	Latino	4/13/2021 10:03 PM
34	Human	4/13/2021 9:23 PM
35	Middle Eastern	4/13/2021 5:04 PM
36	Mix of European and Indonesian	4/13/2021 10:39 AM
37	Mixed white and South Asian	4/13/2021 10:16 AM
38	This should not be a check the box question. Open ended only.	4/13/2021 8:33 AM
39	Latin	4/12/2021 8:21 PM
40	Caucasian is a very racist term and should no longer be used.	4/12/2021 5:15 PM

Q6 Do you consider yourself to be Hispanic or Latino? (Optional)

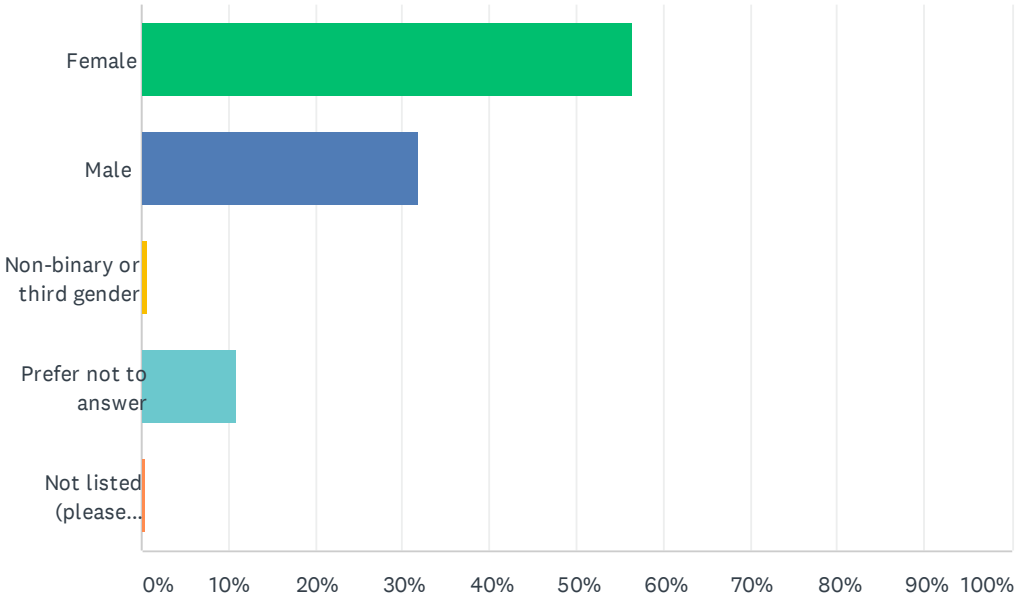
Answered: 1,148 Skipped: 78



ANSWER CHOICES	RESPONSES	
Yes	3.66%	42
No	81.53%	936
Prefer not to answer	14.81%	170
TOTAL		1,148

Q7 Which gender do you identify with? (Optional)

Answered: 1,157 Skipped: 69

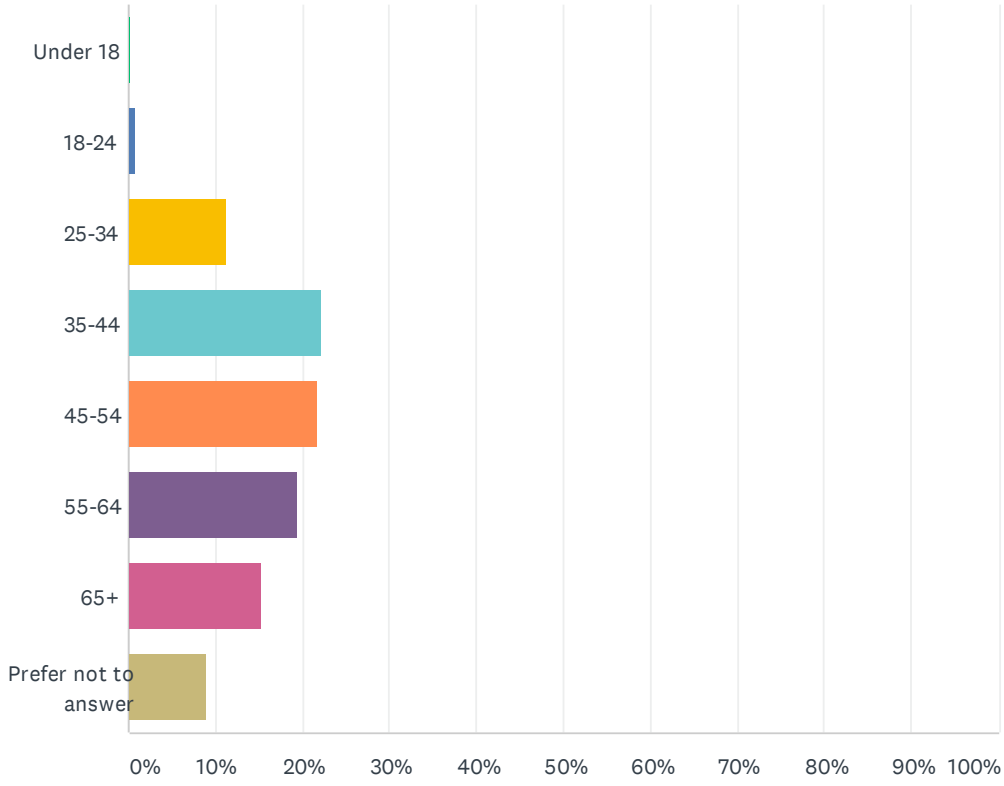


ANSWER CHOICES	RESPONSES	
Female	56.44%	653
Male	31.72%	367
Non-binary or third gender	0.61%	7
Prefer not to answer	10.89%	126
Not listed (please specify)	0.35%	4
TOTAL		1,157

#	NOT LISTED (PLEASE SPECIFY)	DATE
1	NOYB	4/24/2021 4:54 PM
2	This is strictly private info - nobody will provide in adequate mind and intelligence	4/14/2021 10:47 AM
3	again why do you care	4/14/2021 7:08 AM
4	This is stupid. We are all Americans and our gender or sex is irrelivent.	4/12/2021 5:25 PM

Q8 What is your age? (Optional)

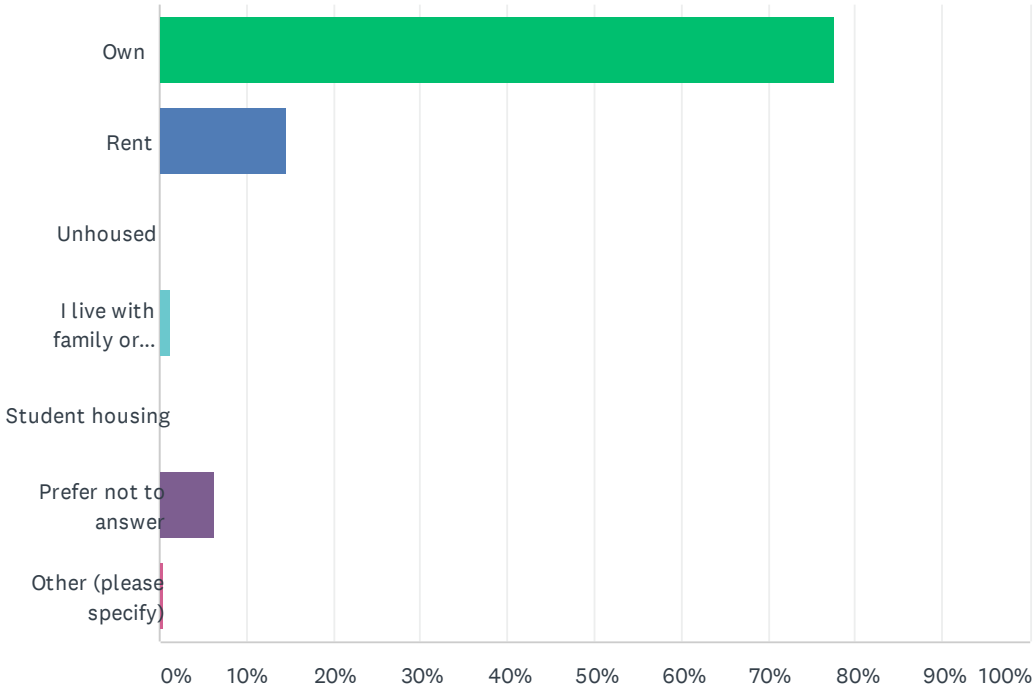
Answered: 1,161 Skipped: 65



ANSWER CHOICES	RESPONSES	
Under 18	0.17%	2
18-24	0.86%	10
25-34	11.20%	130
35-44	22.22%	258
45-54	21.71%	252
55-64	19.55%	227
65+	15.25%	177
Prefer not to answer	9.04%	105
TOTAL		1,161

Q9 What is your housing situation? (Optional)

Answered: 1,165 Skipped: 61



ANSWER CHOICES	RESPONSES	
Own	77.51%	903
Rent	14.59%	170
Unhoused	0.00%	0
I live with family or friends and don't pay rent	1.20%	14
Student housing	0.00%	0
Prefer not to answer	6.18%	72
Other (please specify)	0.52%	6
TOTAL		1,165

#	OTHER (PLEASE SPECIFY)	DATE
1	NOYB	4/24/2021 4:54 PM
2	Own two properties in Kirkland. Have lived here for 26+ years. Love having the European dining experience in Downtown.	4/23/2021 4:58 PM
3	This is strictly private info - nobody will provide in adequate mind and intelligence	4/14/2021 10:47 AM
4	why?	4/14/2021 7:08 AM
5	Shelter	4/13/2021 1:06 PM
6	Family/friends, pay rent	4/13/2021 10:11 AM

List of Constituent Comments for Park Lane Summer 2021 Options

Q4 SURVEY COMMENTS: Only Park Lane Stakeholders/Businesses (as indicated in Question 3)
"If you represent an affected business on Park Lane or downtown, please give us your thoughts on ways the City might help mitigate the potential impact on your business should Park Land close to vehicles."
There is not enough roads or parking as it is downtown. Eliminating driving and parking on Park Lane is just adding to the already too congested traffic.
I have no idea how the City could help mitigate loss of sales should Park Lane close. We are obviously just coming off of a pandemic that closed our business for multiple months and has had a dramatic affect on our business and now once again you want to shut down the street again. Kirkland has an ongoing reputation of a parking shortage and you want to magnify that by taking away what parking we do. I made additional comments on my feelings in response to question 1.
An evening closure is a reasonable compromise, and supported by our tenants. Daytime closure would be severely damaging, as it has been in Edmonds. I would expect a drastic reduction in property taxes, which would still not be adequate restitution for the loss in property value and the loss of my longtime tenants, who are teetering on the edge and have only survived as we have given them several months free rent. You can take over subsidizing their rent, if you paid at least half of it they might come out ok.
"Our customers enjoy sitting outdoors (many, even in the winter!). The calm, quiet, cleaner, safer, and spacious atmosphere created by the absence of motor vehicles is conducive to mobility, socializing, and shopping. Many of our customers live nearby, and enjoy walking to our establishment. The presence of motor vehicles confines people to moving linearly. When people are comfortable moving about, freely crossing the street, then more engagement with the shops and galleries will naturally occur.
Promoting the closing of Park Lane as a larger vision of an Urban to Lakefront Promenade will make it easier to satisfy those who can utilize motor vehicle parking at Kirkland Urban and the Library.
More bike parking at the Marina, on Park Lane, and at Kirkland Urban, please. ☺"
Allows for safer dining and more tables available to businesses.
They might end up using our business for parking
we are at 50% cant pay rent it will cut our business down another 40 -50%--last year you closed the street it was a disaster for us....
Nope. We're on Kirkland Way
fixed parking problems.
Last year the street sat empty during weekend closures. Would love to see vendors, artist, food vendors open the street like a farmers market feel. Our customers come from all over to shop our stores and we get very few locals who shop.
N//A
I don't own a business in this part of Kirkland, but do in another part of DT Kirkland. The biggest challenge might be transporting purchased items to a customers vehicle. Perhaps there could be a drive through pick up area, similar to the one at Bellevue Square. With ingenuity and resourcefulness, this could be a winning arrangement for everyone.

No mitigation needed! I actually think it will draw MORE customers as more people can enjoy all that space when it's not full of cars.
"I've chosen Option 1 only as a compromise from Option 4 - for the sake of the restaurants on Park Lane. I supported this last year, and it seemed to work fine.
1) By providing additional free parking elsewhere near Park Lane, and making it well known to downtown visitors.
2) Ensure that the physical means to close off Park Lane are classy and aesthetically pleasing - i.e. potted plants, not road block barriers, etc. , and that any signage be done professionally.
3) It must be obvious that the closure of Park Lane is to vehicles only - not pedestrians / shop & restaurant patrons."
the primary issue to address would be the invaluable short term parking that was created during covid. the restaurants and guests have really come to count on this resource. maybe 3 or 4 stalls at lake and central lot would suffice
It would be great if the city encourage pop up attractions on Park Lane during the day to help attract more people to the businesses that are open during the day.
N/A
Yes
I believe there would be no negative effects on the businesses. Only positive. :)) Yes I own a business on Kirkland Ave
Yes! I have kids and love to come down to Park Lane when it's closed. I also work at Cactus. The loading zones have been critical to our curbside take out business. It makes it easy for guests to pick up food so they can eat at home. Without them, it's very hard for guests to pick up of for delivery drivers to quickly get their orders.
Open more free parking. Not close Park lane. Customers that are actually coming to Kirkland to spend money need to be able to drive by and find us
The impact would be positive.
We have always done better when the street is open to pedestrians. We do appreciate having as much parking as possible in nearby areas, however.
I have asked many of our customers about closing the street. Every person I have asked has said they think it would be better if the street was closed to traffic.
"Invest that money into maintaining down town Kirkland, have you walked around lately? Filthy streets, trash, plastic ribbons on every tree (doesn't seem very green), flower beds that have not been maintained on park lane since it's redevelopment (4 years ago), broken street balustrades.... etc.
Look at U village they had high turnover rate and were loosing tenants because of limited parking, they actually listened to business's and consumers and in the last 5 years have built 3 parking garages and is once again thriving."
no mitigation needed, this is a great move for business and the community.
Make all city parking lots "No Charge"
there is nothing you can do to replace the exposure and proximity the parking provides
Q2 SURVEY COMMENTS: Park Lane Stakeholders/Businesses Only
"Please tell us about any alternative preferences you might have or any other things we should consider."

Option 1 as we proposed last year would be the only alternative I would support. I do want to say that it is exhausting and frustrating that every year we need to go through this. We are leasing (expensive) RETAIL space and as of late community members (some who do not even live in the city of Kirkland) continually want to turn Park Lane into a "recreational park" area.
"Businesses are struggling to hold on after an awful year. Turning Park Lane into a playground for the benefit of those who have no financial stake here will be a death knell for many, and severely damage property values. How ""fun"" will Park Lane be with boarded-up storefronts?
Evening-only closure is a reasonable compromise, helping restaurants while having minimal impact on other retail businesses."
We have an opportunity to make the promenade from Kirkland Urban to the lakefront a vibrant, pleasant, and safe place to shop, stroll, and socialize. Reducing the speed limit on Third Ave (between Kirkland Ave and Central Ave) to 15mph would be one way to facilitate this. Another (and a means of achieving Vision Zero goals) would be strict enforcement of correct motor vehicle stopping in front of all marked and unmarked pedestrian right-of-ways, including not allowing cars to block midblock crosswalks. The four-way stop at Main Street and Park Lane has low, correct-stopping adherence, as do the stops at Central and Main, Kirkland Ave and Main, Central and Third (right-turning vehicles are in the crosswalk prior to stopping), and the midblock crosswalk at Park Lane and Lake Street is often blocked. Finally, more bike parking around downtown, please. "Build it, and they will come!"
Use the street and not just leave it open, similar to Ballard on Sundays that draws people in. An empty street is useless.
give more room to social distance and with more car free times the people will feel safer there for will come out more and support the company's
I think maximum utility would be meet by closing from memorial day to labor day. prime tourist season as well as summer vacation.
It would be great to have this space to distance all summer. Would still like to have some loading zones so we can get take out from local restaurants.
Parklane Gallery sales are consistently better when there is more street traffic -- we are totally behind the idea. Larey McDaniel, President, Parklane Gallery
Kirkland already has a parking problem everyone says it, why make it worse? 17 spots that turn over every 2 hours 6 times a day, 102 less spots a day, 2,958 a month, 14,790 during the proposed 5 month closure..... I'm sure that will have a pretty significant impact on business's that already had to endure a 3 month closure and work around Covid restrictions, aren't there enough empty storefronts in Kirkland?
All businesses in Kirkland are struggling not just the restaurants. Working 25-50% capacity has put a huge strain on all businesses. Restaurants are the only businesses that can expand onto the sidewalks and streets. I feel that is great for them they need all the help they can get. That said, all businesses need to be considered.
Go through the zoning process and rezone the street to Restaurant only if those are the only businesses the city and the community want to support. Closing the street to vehicles harms the actual retail businesses.
Emails to Staff from Park Lane Business Owners
I don't think you know how detrimental this will be, there is a reason in one of the wealthiest suburbs in Wa there is a 30% percent retail vacancy, it's because of parking. Talk to any of the businesses that have recently left, Birdcage, Paint and Sip, Istina they all said customers

complained about parking. We care a lot about our community as we have business and live here and are always trying to attract better retailers to Park Lane and they simple won't come because of the parking deficit. Most recently we were in contact with Warby Parker and after they did a parking study and had their exploratory team down they decided to open in Bellevue Square, these coveted retailers have a formula to open stores so they are as successful as possible and they NEED to have a certain amount of parking spots within close proximity. There is a reason in the last 5 years U Village has built three new parking structures and with it attracted a variety of retailers and restaurants. I know the leasing agent for U Village and they were essentially forced to invest in infrastructure because their large anchor tenants were threatening to leave, since all they heard from customers were complaints about parking. I worry if Kirkland keeps valuing the voices of random outsiders over businesses our downtown will consist of nail salons, gyms, vape shops and tattoo shops..... which to be honest we are almost there. Especially after Covid we are just fatigued by once again (it happens every year) the prospect of the street closing and with our lease coming up considering whether Kirkland is where we want to be. Thank you for keeping us in the loop and for the opportunity to voice our opinion, we look forward to continued dialogue.
As a business and property owner on Park Lane, I've always been a proponent of closing the street and this summer is no different. What is different, however, is the need to have dedicated parking the restaurants on Park Lane can use to facilitate take out. If the street is going to close and we lose the short term take-out stalls, I'll have to find an alternative quickly as the town has become so dependent on the service and happy to not have to leave their car to get tacos/Italian/pizza/thai/feast/coffee.
I've chosen Option 1 only as a compromise from Option 4 - for the sake of the restaurants on Park Lane. We were in support of this last year, and it seemed to work fine. 1) By providing additional free parking spots elsewhere near Park Lane, and making them well known to downtown visitors. 2) Ensure that the physical means to close off Park Lane are classy and aesthetically pleasing - i.e. potted plants, not road block barriers, etc., and that any signage be professionally produced. 3) It must be obvious that the closure is to vehicles only - not pedestrians / shop & restaurant patrons.
OUR KIRKLAND COMMENTS: All
Please add my vote for option #3. As a second choice #2 is ok but would like more legs less tires for Park Lane. Karen Piotrowicz On Tuesday evening, City Council will discuss Park Lane options for the months of May thru September. The following options are on the table. Send comments toCitycouncil@kirklandwa.gov and cc jlopez@kirklandwa.gov. 1. Same as last year: pedestrian only each evening after 6 pm (and limited daytimes during special events) 2. Same as last year, but also add all day weekends and holidays as pedestrian only 3. Pedestrian only full-time from May through September 4. No "pedestrian only" evenings or days, but still allow restaurants to have parklets
Dear Council, I would like to see Park Lane closed to cars full-time all summer. This option has many advantages: - allows shops and restaurants to set up outdoor infrastructure without having to take it down every night - reduces city costs for installing and removing barricades and other required infrastructure - reduces confusion for pedestrians, drivers, and business owners about when the street will be closed - gives people a chance to learn about the closure and for participation to build - gives Kirkland a better chance to experience the many economic, community, and tourism benefits of pedestrian streets, which so many cities all over the world have Thanks, Karen Story

Hello, I am a fellow Kirkland resident weighing in on the matter of the potential Park Lane closure. I think you should go with Option 3: keep the lane closed except for bicyclists and pedestrians, ideally year-round. Make it a shared space, something like the Burke GIlman Trail or Sammamish River Trail in Redmond. The existing parking spaces can be repurposed for bicycle parking and outdoor dining/community space. This also creates a direct conduit to the core Kirkland downtown, linking all the amenities surrounding Peter Kirk park, to the transit hub on 3rd St, all the way to Marina Park with minimal interaction with vehicles. I'd also encourage you to really lean into this idea, by making the north and south portions of Main St dead end at Park Lane, allowing continuous usage of the space free from motorists. (Ideally, this could be the start of a direct pedestrian/cyclist link to the Cross-Kirkland Corridor, but that's a topic for another day.) Alternative infrastructure is one of those things where you can't base all decisions on current demand. It's very much a 'If you build it, they will come," kind of situation. I encourage you to be bold in this decision. As a result, I think simple moveable fences or A-frame signs are the right choice, as they're cheap and allow for simple filtering of pedestrians and cyclists from motorists. As Kirkland will undoubtedly continue to grow (and densify), we must embrace more sustainable and scalable methods of transit. And given the smaller, more narrow streets that make up the bulk of our road network, catering to pedestrians and cyclists is a necessity. This is something I've grown very passionate about as of late (too much time at home, most likely), and I'd love to be more involved going forward. Thank you for engaging and listening to community feedback. Regards, Lucas Moriarty
Dear Council: I would support, at a minimum, option 1 of: pedestrian only each evening after 6 pm (and limited daytimes during special events). From my perspective, providing opportunities for socially distant dining would be beneficial to the restaurants along Park. It is too premature to determine if the regulations will be stricter, the same or relaxed further during the summer months.. As such, providing for outdoor tables and seating makes sense to help the local businesses. If the establishments along Park think that there is sufficient opportunity for weekend days and holidays to warrant the inclusion of those times as well, then I would support that expansion. Let's provide as much opportunity as the businesses feel they can take advantage of. The pandemic has forced so many limitations that any relief such as this should be provided. Thank you for the opportunity to provide input. Sincerely, original signed by Bob Keller Bob Keller
Dear City Council I truly believe that pedestrian only park lane all the time would greatly enhance downtown Kirkland - however as that is not an option on the table - I would strongly urge the council to enact Option 2 - create a pedestrian only Park Lane - May through September and all day weekends and public holidays! Cars parked outside restaurants where there is outdoor dining is really unappealing, unattractive and unhealthy. There are plenty of other parking options in the area than the few spaces afforded by Park Lane! Thank you for your consideration! Sincerely Grace MacArthur 609 1st St, Kirkland, WA 98033
Dear City Council, Please consider designating PARK LANE as "Pedestrian Onlyâ€□ full-time from May through September. While I have been opposed to this designation in the past because I oppose losing on street parking, the pandemic has shown us how retail and restaurants can thrive when cities convert street to pedestrian only. I think that now is the time for Kirkland to make this move. Thank you for your consideration. Best, Rob Rob Butcher Chump Change Events (425) 456-1111 chumpchange.org
Extend Hours eliminating parking by 5 on Weekdays and Saturdays. Close Street All Sunday. add more tables in empty spots on the East end....for non connected to restaurants seating...a few "official" street performing spaces. Woohoo!!! Thanks! See how well it worked

sorta halfway baked last year...finish baking...and enjoy the rewards! Best, Troy Thiel 10 18th Ave, Kirkland
I would like to cast my vote for Park Lane: 3. Pedestrian only full-time from May through September Look at other cities where this is already in place, so much better. Thanks, Nicolette Bouw 1006 5th Street Kirkland, WA 98033
Hello City Council, I would be in favor of keeping Park Lane pedestrian only full-time May - September. I would even be in favor of keeping it pedestrian only throughout the year. I think making Park Lane a car-free street would make our little downtown even more appealing. Thank you! -- Jane Ainbinder Norkirk Neighborhood Association Co-chair norkirk.org
We prefer live near downtown Kirkland, and prefer: Pedestrian only full-time from May through September
Sending comments regarding the status of Park Lane through the sunny months I understand the following are the options: 1. Same as last year: pedestrian only each evening after 6 pm (and limited daytimes during special events) 2. Same as last year, but also add all day weekends and holidays as pedestrian only 3. Pedestrian only full-time from May through September 4. No "pedestrian only" evenings or days, but still allow restaurants to have parklets I believe that option 2 would be excellent and would fit with the plans for many to be vaccinated by the fall. Until then we need more options to gather safely outdoors. So adding the weekends with no parking in Park Lane would allow more safe gathering space. There are fewer people traveling and driving so I don't believe this would be a problem for finding parking. It might encourage more walking Thank for taking comments. Laurie Hanson
Dear Kirkland City Council, Regarding your discussion on car use on Park Lane this summer. It seems to me that the council is wasting a lot of its time discussing this issue every year. I encourage the council to just pick a policy and make it permanent. I also encourage the council to use the time that it saves from discussing Park Lane every year to work on other non-motorized transportation issues which are also important for the residents of Kirkland. Also regarding Park Lane. I take the city's touting the street as an "American woonerf" seriously. Meaning to me that I am free to walk on the street to walk around crowds or sidewalk diners or just when it is merely convenient to me. I hope that the city is also serious about this designation, but if it is not then this needs to be clarified and the claim needs to be removed from the city's web site. Regards, Doug Murray
Hi I understand you were looking for community input on park lane, and the options you have offered are below: 1. Same as last year: pedestrian only each evening after 6 pm (and limited daytimes during special events) 2. Same as last year, but also add all day weekends and holidays as pedestrian only 3. Pedestrian only full-time from May through September 4. No "pedestrian only" evenings or days, but still allow restaurants to have parklets My household preference would be number 3, and at the very least number 2. Our overriding preference would be that park lane is always closed to traffic. By keeping the street closed, you can allow the restaurants to have additional outdoor seating and making it safer for families, couples, or anyone to enjoy Kirkland and all that it has to offer. Thank you! -- Hope 404-320-2007
My vote: Same as last year, but also add all day weekends and holidays as pedestrian only. Thank you.
I actually prefer closing Parklane to traffic year round.

Thank you for considering ways to enhance our community. I appreciated very much the closure of park lane last year. I would like to advocate for expanding the closure to full time pedestrian May to September. As a destination community on the water I believe the enhanced weekday and weekend day closures are beneficial for both residents and visitors alike. My second choice would be same as last year but closed all day on weekends and holidays. Thank you, Tammy Cohen 585.314.9966
Hi, I'm a Juanita resident who greatly enjoyed the Park Lane closures last year and hope for at least the same amount of pedestrian/bike access to that area this year, if not more. Kirkland is heavily car/parking overrepresented as evidenced by the complete lack of protected cycling infrastructure as well as many streets that don't even have sidewalks. Restricting traffic/parking, on one small street for a few weeks is a drop-in-the-bucket compared to what other cities are doing to make themselves more pedestrian/bike friendly, and should be strongly supported. thanks, Leo Gilbert
Hello! I received this email from our Neighborhood Association - I think we should go with option #2. Designating Park Lane as pedestrian only on weekends/holidays is a great idea because having more outside gathering space options is so badly needed for everyone this summer! thank you, Mary Sakaguchi ---------- Forwarded message --------- From: Karen Story Date: Sun, Apr 4, 2021 at 5:15 PM Subject: HNA: Send Park Lane comments to Council before Tuesday To: On Tuesday evening, City Council will discuss Park Lane options for the months of May thru September. The following options are on the table. Send comments to Citycouncil@kirklandwa.gov and cc jlopez@kirklandwa.gov. 1. Same as last year: pedestrian only each evening after 6 pm (and limited daytimes during special events) 2. Same as last year, but also add all day weekends and holidays as pedestrian only 3. Pedestrian only full-time from May through September 4. No "pedestrian only" evenings or days, but still allow restaurants to have parklets -- You received this message because you are subscribed to the Google Groups "Highlands Neighborhood Association" group. To unsubscribe from this group and stop receiving emails from it, send an email to kirklandhighlands+unsubscribe@googlegroups.com. To view this discussion on the web visit https://groups.google.com/d/msgid/kirklandhighlands/3f7e9d33-6e94-ecc7-34f2-193581534804%40nwnative.us.
Councilmembers, Thank you for the leadership you showed last year in opening Park Lane to pedestrians during evenings in the summer last year. My wife and I must have gone down there at least two nights a week, strolling, eating and window shopping. We especially enjoyed the bands. I know you are considering whether or not to do this again this year. PLEASE DO. In fact, I would ask you to choose option 3 - opening the street to pedestrians 24/7 all summer. thank you again for your leadership. Best, David Allen 201 2nd Street South, #310 david@bikeallover.com 425.623.9215
A good compromise would be to close for the weekends. Friday noon thru Sunday evening. Mobility impaired? A small shuttle similar to those they run at the airport. But a cost that the city or local businesses may balk at. Good luck. Russ East Finn Hill
I prefer option 3, pedestrian only full time. We need to emphasize people, not cars. I love European cities with pedestrian zones, we need more fun places to shop, walk and dine and enjoy beer and wine outdoors. Thank you, Lynn Geib
Park Lane is a quaint street in the center of downtown with multiple restaurants. The restaurants and people would benefit from Park Lane being completely closed between the months of May and October.

Hi â€“ I'd like to provide the comments below related to the Park Lane closure project that is currently underway by the City. It appears that you are the primary contact person in the City Manager's office for the Park Lane conversation. I've taken the poll and wanted to directly submit some broader thoughts on the impacts of Park Lane, whether it's open or closed. Thank you for your consideration. Bruce J Reid | reid.bruce@comcast.net| Cell: 425.985.3663 In my humble opinion, the Council and Staff discussion on Park Lane closures should also include a broader look at the car and pedestrian traffic patterns and impacts on Lake Street between Central and Kirkland Ave. As a 25+ year Norkirk and Downtown resident, it's pretty clear to me that some adjustments need to be made to accommodate the current traffic and pedestrian impacts in this small corridor. That discussion and review should include: i. Prohibiting left turns from Lake Street southbound onto Park Lane eastbound, and ii. Eliminating the mid-block Lake Street/Park Lane crosswalk. The Park Lane left turn from Lake Street southbound and the mid-block crosswalk are pretty clearly the primary reasons for gridlock eastbound/westbound on Central Way and southbound/northbound on Lake Street, and the Lake Street/Central intersection. The crosswalk is also a contributing factor to northbound gridlock at the Kirkland Ave/Lake Street intersection. This appears to be the case primarily on weekends and weekday afternoon/evenings for car and pedestrian traffic. The traffic gridlock is further exacerbated with the Park Lane closures, especially in the spring and summer months when the car and pedestrian traffic volume is substantially increased. There are reasonable options for access to Park Lane and the parking lot if the Lake Street southbound left turn to eastbound Park Lane is prohibited. The Central Way entrance for eastbound Central Way traffic and redirecting Central Way westbound traffic to Kirkland Avenue and northbound Lake Street via Main Street or 3rd St., should accommodate vehicle traffic that would otherwise use Lake Street southbound to access the Lake and Central parking lot and /or Park Lane. There would likely need to be an adjustment to the traffic/pedestrian control system at the Kirkland Ave/Lake St intersection to limit any potential gridlock as a result of the change. Additionally, it's interesting to note that the last time I checked, the left/eastbound turns from Lake Street southbound onto Kirkland Ave are prohibited from 3-6pm (except transit), but no similar prohibition for left/eastbound turns from Lake Street south onto Park Lane. Based on my experience and observation, it's far more likely during heavy traffic periods to see left turns from Lake Street southbound onto eastbound Park Lane, than traffic turning left eastbound onto Kirkland Ave. It seems that at a minimum the same restriction for Kirkland Ave turns should also apply to Park Lane, although I believe there is a basis for a broader restriction for Park Lane turns. I'm assuming that it is not likely that the City has done any traffic studies of the section of Lake Street between Central Way and Kirkland Ave in some time, since the no left turn signage/transit only turn at Kirkland Ave for southbound and northbound traffic is years out of date. There hasn't been any transit traffic in that downtown area for a very long time. In the case of the mid-block crosswalk, it doesn't take a lot of observation to see how severely the pedestrian crosswalk traffic impacts the flow of car traffic through this corridor. There is no pedestrian control at the crosswalk. With the constant flow of pedestrians during the high-volume car and pedestrian traffic periods, the impact on the flow of car traffic through the downtown core is exponential. The traffic-controlled intersection crosswalks at Kirkland Ave and Central Way should be sufficient in this Lake Street corridor. If I'm not mi

KIRKLAND CITY COUNCIL MEETING MINUTES
April 20, 2021

1. CALL TO ORDER

Mayor Penny Sweet called the study session to order at 5:30 p.m. and called the regular meeting to order at 7:30 p.m.

2. ROLL CALL

ROLL CALL:
Members Present: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.
Members Absent: None.

3. STUDY SESSION

a. Vision Zero Action Plan and Active Transportation Update

Transportation Planner Kimberly Scrivner provided a presentation about the Vision Zero Action Plan development and the Active Transportation Plan update and received feedback and direction.

4. HONORS AND PROCLAMATIONS

Mayor Sweet read a statement on behalf of the Council on the Chauvin Trial verdict.

a. Earth Month Proclamation

Mayor Sweet asked Councilmember Black to read the proclamation which was accepted by Senior Planner David Barnes.

b. Stand Against Racism Proclamation

Mayor Sweet asked Councilmember Falcone to read the proclamation which was accepted by Human Services Supervisor Leslie Miller.

c. Records and Information Month Proclamation

Mayor Sweet asked Councilmember Nixon to read the proclamation which was accepted by City Clerk Kathi Anderson.

5. COMMUNICATIONS

a. Announcements

b. Items from the Audience

Lisa McConnell
Sydney Leardi
Kristin Dixon
Andrea Dickstein
Jarec Goelzer
Genn Zentz
Matthew Gelser
Phil Allen

c. Petitions

6. PUBLIC HEARINGS

None.

7. SPECIAL PRESENTATIONS

a. State of the College Address – Eric Murray, President of Cascadia College

Cascadia College President Dr. Eric Murray Presented a state of the college address to the Council.

b. COVID-19 Update

City Manager Kurt Triplett provided information on recent actions related to the COVID-19 response.

c. Resolution R-5434 Update

City Manager Kurt Triplett provided a briefing on upcoming actions relating to the implementation of Resolution R-5434.

8. CONSENT CALENDAR

a. Approval of Minutes

(1) April 6, 2021

b. Audit of Accounts

Payroll:	$3,378.387.10
Bills:	$5,610,842.67
TB0407	Checks #718751-718803
TB0409	Check #718804
SS412A	Wire #318

SS412B	Wire #317
SS412C	Wire #320
	Checks #718805-718811
TB0414	Checks #718812-719017
SS416A	Wire #323
SS419A	Wire #324
SS419B	Wire #321

c. General Correspondence

d. Claims

(1) Claims for Damage

Claims received from John Bacolas and Curtis Thompson were acknowledged via approval of the consent calendar.

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) NE 132nd Street Sidewalk Improvements

Council accepted the work on the NE 132nd Street Sidewalk Improvements as completed by Trinity Contractors, Inc., of Marysville, Washington, thereby establishing the statutory lien period, and also approved returning funds to REET 1 reserves, to Surface Water Construction reserves, and to return an unneeded amount of State grant funds via approval of the consent calendar.

(2) Annual Street Preservation Program – 2020 Street Overlay Project

Council accepted the work on the Annual Street Preservation Program - 2020 Street Overlay Project, as completed by Lakeside Industries of Issaquah, Washington, thereby establishing the statutory lien period, and also approved the fiscal note returning unspent funds to the street preservation accounts for use in future overlay projects via approval of the consent calendar.

g. Approval of Agreements

h. Other Items of Business

(1) 2021 Spring and Summer Recreation Fee Notification

Council acknowledged the program list and fee schedule via approval of the consent calendar.

(2) Declaration of Surplus Vehicles and Equipment

The list of equipment/vehicles declared surplus and to be disposed of, as presented, was approved via the consent calendar.

(3) Resolution R-5472 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE 2021-2026 URBAN FORESTRY SIX-YEAR WORK PLAN."

The Resolution was approved via approval of the consent calendar.

(4) February 2021 Financial Dashboard

The report was acknowledged via approval of the consent calendar.

(5) Procurement Report

The report was acknowledged via approval of the consent calendar.

Motion to Approve the consent calendar.
Moved by Councilmember Kelli Curtis, seconded by Councilmember Neal Black
Vote: Motion carried 7-0
Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

9. BUSINESS

a. 2021 Neighborhood Safety Program Recommended Projects and Neighborhood Street Lights Project Update

Senior Neighborhood Services Outreach Coordinator David Wolbrecht presented the recommended Neighborhood Safety Program projects for 2021 and received direction about the usage of the School Zone Safety Cameras as a funding source for the 2021 Neighborhood Safety Program, and also provided an update on the Neighborhood Street Light Projects completed in 2020 and those recommended for 2021.

Motion to Approve the recommended Neighborhood Safety Program Projects for 2021 and to authorize the use of the $200,000.00 from the school zone speed camera program reserves.
Moved by Councilmember Jon Pascal, seconded by Councilmember Amy Falcone
Vote: Motion carried 7-0
Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Council recessed for a short break.

b. 2021 State Legislative Update #7

Intergovernmental Relations and Economic Development Manager Lorrie McKay provided an update on legislative activities to date related to the City's adopted 2021 legislative priorities.

c. Allocation of Human Services Grant Funding from 2020 Balance and Reserves

Human Services Supervisor Leslie Miller presented an overview of recommended funding allocations to respond to homelessness within the City of Kirkland and received Council feedback to incorporate in a fiscal note for Council consideration at their May 4, 2021 regular meeting.

d. Moss Bay and Everest Neighborhood Plans Update

Senior Planner David Barnes provided an overview of the process to update the Moss Bay and Everest Neighborhood Plans and received Council direction.

e. Totem Bowl Community-Initiated Amendment Request (Phase I)

Senior Planner Scott Guter presented an overview of the proposed Community-Initiated Amendment Request (CAR) application from Totem Bowl and Investment. Planning Commission Chair John Tymczyszyn reported on the Planning Commission's recommendation of the project.

Motion to Approve the Planning Commission recommendation to proceed with further review of the Totem Bowl Community-Initiated Amendment Request (Phase I) and to proceed with a Phase 2 study of the request.
Moved by Councilmember Toby Nixon, seconded by Deputy Mayor Jay Arnold
Vote: Motion carried 7-0
Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

10. REPORTS

a. City Council Regional and Committee Reports

Councilmembers shared information regarding a Regional Transit Committee transit workshop; an Eastside Transportation Partnership meeting; the upcoming Puget Sound Regional Council's General Assembly; an Eastside Embrace Sit Down and Listen event; the upcoming performance of the Alaska Suite; an upcoming Ismaili Community Engaged in Responsible Volunteering (i-CERV) food drive; the Sound Cities Association Public Issues Committee meeting; a King Conservation District meeting; and the upcoming Kirkland Volunteer Appreciation event; a King County Regional Water Quality Committee meeting; a King County Metropolitan Solid Waste Management Advisory Committee; several meetings

with the Friends of Taylor Fields; a meeting with the Market Neighborhood Association; the Kirkland Downtown Association Operation Clean Sweep event; and a bench dedication at Juanita Beach Park with the Rotary Club of Kirkland Downtown.

Motion to Request that staff prepare a Legislative Request Memorandum exploring the placement of lifeguards on public beaches earlier than July 1st.
Moved by Councilmember Kelli Curtis, seconded by Councilmember Amy Falcone
Vote: Motion carried 7-0
Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

b. City Manager Reports

City Manager Kurt Triplett reported on his recent election to the Chair of the board of A Regional Coalition for Housing (ARCH).

(1) Kirkland Visitor Center Sign Funding

Motion to Approve the Tourism Development Committee's recommendation to use up to $20,000 of lodging tax reserves to fund signage for the new Kirkland Visitor Center and to try to use funding source option 2 and create a percentage split between lodging tax reserves and funds from the City Manager's Office economic development professional services.
Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Toby Nixon
Vote: Motion carried 7-0
Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

(2) Legislative Request Memoranda

Motion to Accept option 5 (take no action at this time but include this issue in the comprehensive review of business license fees that is scheduled for the first quarter of 2022) as detailed in Memoranda 042021A - Long-Term Rental Business License Review.
Moved by Councilmember Kelli Curtis, seconded by Councilmember Amy Falcone
Vote: Motion carried 7-0
Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

(3) Calendar Update

City Manager Kurt Triplett requested and received Council direction to add the topic of the King County discussion of supportive housing in Kirkland to the April 29 Council retreat agenda; and informed the Council that the issue of the Lake Washington bike pilot program and the options for the Lake Washington Boulevard closure will be presented at the May 4 Council meeting. Mayor Sweet informed the Council that the City of Kirkland was awarded the Housing Development Consortium's Municipal Champion Award recognizing actions Kirkland has taken to increase "Missing Middle Housing" across the city.

11. ITEMS FROM THE AUDIENCE

None.

12. EXECUTIVE SESSION

None.

13. ADJOURNMENT

The Kirkland City Council regular meeting of April 20, 2021 was adjourned at 10:52 p.m.

Kathi Anderson, City Clerk

Penny Sweet, Mayor

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: George Minassian, P.E., Supervisor
Rod Steitzer, P.E., Capital Projects Manager
Julie Underwood, Public Works Director

Date: April 22, 2021

Subject: 98TH AVENUE NE STREET PRESERVATION PROJECT—AWARD CONTRACT

RECOMMENDATION:

Staff recommends that the City Council award a construction contract for the 98th Avenue NE Street Preservation Project (Project), to Lakeside Industries of Issaquah, Washington, in the amount of $1,284,732.50.

By taking action on this item under the Consent Calendar, the City Council is awarding a construction contract for the subject Project.

BACKGROUND DISCUSSION:

98th Avenue NE is one of the busiest north-south arterials in Kirkland. This roadway between Forbes Creek Drive and NE 116th Street has been deteriorating and has a low pavement condition index (PCI=48), with areas of point stress failure causing roadway bumps. The City's overall PCI is 76. The Project will correct subsurface issues and resurface the roadway, resulting in a smooth driving surface, uniform drainage, and an increased the life cycle of the road.

The Project will resurface 98th Avenue NE from Forbes Creek Drive to NE 116th Street including the bridge deck surface and bridge joints (see Attachment A, "Project Vicinity & Area Map"). The Project also will repair or replace damaged sections of pavement, broken curbing, gutter, upgrade curb ramps to ADA requirements, replace traffic loops where needed, and restripe pavement markings.

With an engineer's estimate of $1,157,425 for construction, the Project was first advertised on February 25, 2021. Three bids were received on March 22, 2021, with the bid results presented in Table 1, below:

Table 1: Project Bid Results

Contractor	Total Bid
Cadman Materials, Inc.	$950,608.63
Engineer's Estimate	*$1,157,425.00*
Lakeside Industries	**$1,284,732.50**
Watson Asphalt	$1,294,624.40

Although Cadman Materials submitted the lowest bid, Cadman did not submit complete Disadvantaged Business Enterprise (DBE) paperwork and was deemed to be non-responsive by WSDOT for this federally-funded project. Lakeside Industries submitted complete bid documents and was determined to be the lowest responsive and responsible bidder. Staff conducted reference checks for Lakeside, which were satisfactory, and the City has a long history of working with this contractor.

Budget

The Project is funded in part by a $631,293 Federal Preservation Grant and by $1,501,807 of City funds. Project funds and estimated expenses are shown in Table 2, below, and in the Project Budget Report (see Attachment B).

Table 2: Project Funding and Expenses

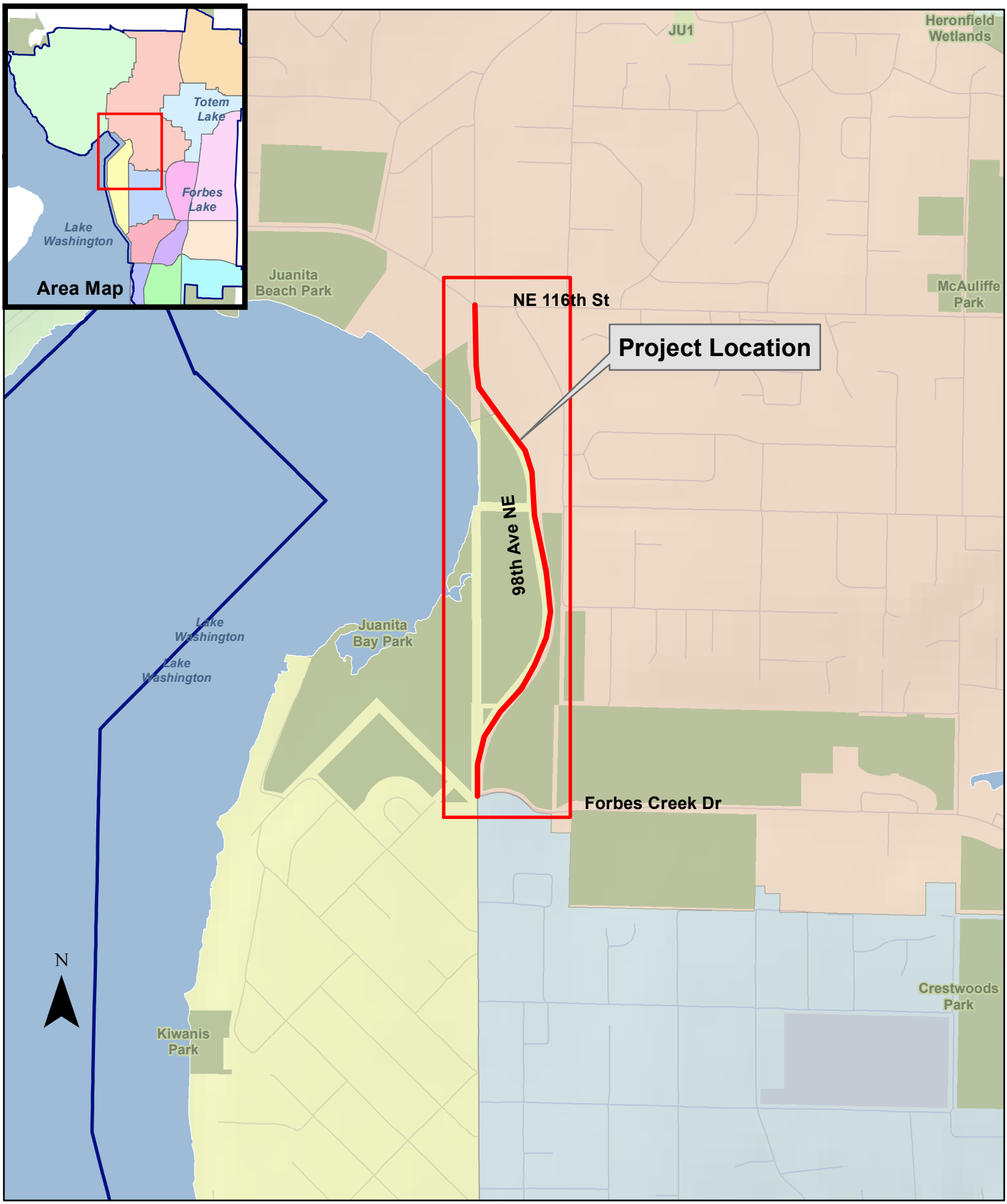
Item	Amount
City Funds STC0060700	$1,501,807
Federal Funds	$631,293
Available Funding	**$2,133,100**
	Estimated Expenses
Design/Insp./CM/Staff	($575,000)
Construction Overlay	($1,284,733)
Contingency [21.3%]	($273,367)
ESTIMATED TOTAL EXPENSES	**($2,133,100)**
Estimated Funding Balance	**$0**

Conclusion

With a contingency of 21.3% and a responsive bidder, staff recommends awarding the Project construction contract to Lakeside Industries. With the City Council's approval of award of the construction contract at its May 4 meeting, staff will begin the pre-construction public outreach process by notifying adjacent property owners with an informational mailer describing the 98th Avenue NE Street Preservation Project. This information, along with a regularly updated construction schedule, also will be posted on the City's website. Portable construction notice signs will be placed on adjacent streets a few days prior to construction. Project informational signs will be installed in more pedestrian oriented locations. Door hangers describing the work will also be distributed to all adjacent properties at least 24 hours prior to construction.

Attachment A: Vicinity & Area Map
Attachment B: Project Budget Report

Attachment A

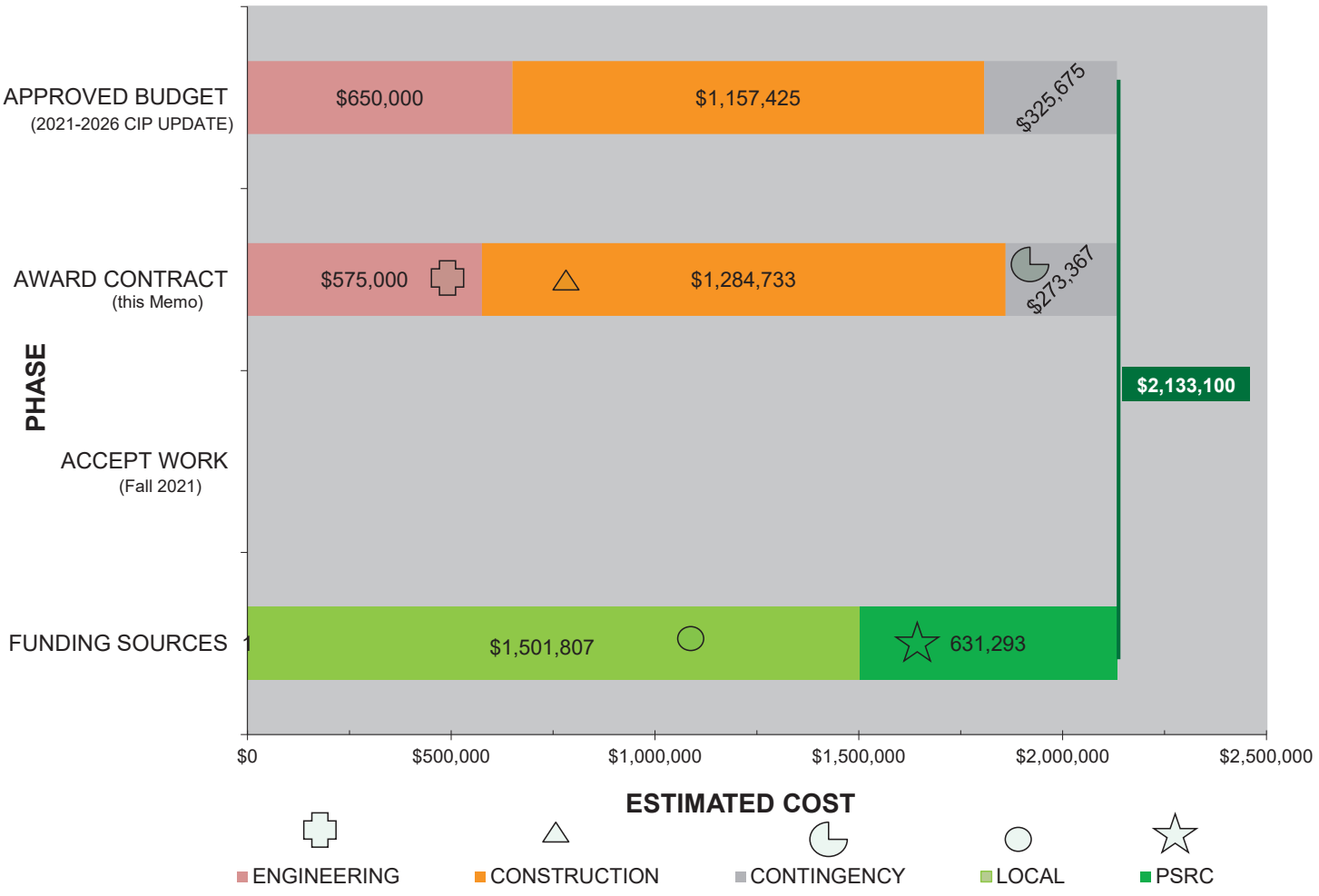


Vicinity & Area Map
98th Avenue NE Street Preservation Project

Project Budget Report

Attachment B

98th Avenue NE Street Preservation Project
(STC0060700)



CITY OF KIRKLAND
Department of Public Works
123 FIFTH AVENUE, KIRKLAND, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Ryean-Marie Tuomisto, Water Quality Program Coordinator
Kelli Jones, Surface Water Program Supervisor
Julie Underwood, Director of Public Works

Date: April 22, 2021

Subject: ORDINANCE TO AMEND SURFACE WATER MANAGEMENT REGULATIONS

RECOMMENDATION:

It is recommended that City Council approve an ordinance amending *Kirkland Municipal Code* chapter 1.12 through approval of the consent calendar.

BACKGROUND:

Staff provided background regarding proposed amendments to the surface water management regulations at the Council's April 6 Regular Meeting. At that meeting, the Council had questions regarding clarifications to the *Code* that are addressed below.

Clarification to Proposed Amendments Related to Enforcement of Surface Water Management Codes

The primary goals of the Illicit Discharge, Detection and Elimination (IDDE) program are to respond to all water quality concerns, provide technical assistance in the field, and to educate people living and working in Kirkland of the surface water regulations and the need and reasons for such regulations.

If there is a violation of the *Code* and the City can identify the violator, then the violator is billed for the costs of correcting the violation with some exceptions. As example, the City does not bill for costs to clean the stormwater system for vehicular accidents that cause surface water violations. But if the identified violator also has been educated in the past about how to avoid such violations, then the City also will assess a fine in addition to the costs of correction.

Below is a summary of the surface water code enforcement process:

1. Notice of Surface Water Fines and Cost Recovery is issued with a deadline. If the issue is resolved before the deadline, the case is closed.

2. Notice of Civil Violation is issued with a Hearing Examiner date. If the issue is resolved before the Hearing date, the case is closed.
3. Hearing is conducted.

In 2020, out of the 266 water quality calls that the City received, 88 were confirmed violations, and 39 of those violations resulted in code enforcement. Six (6) code enforcement cases (15%) went to Hearing (some of these cases were carried over from 2019).

Proposed amendments to the Kirkland Municipal Code will not affect this current process.

1) Staff proposed removing criteria #4 and #7 from the penalty matrix. #4 relates to "willful and knowing violations," and #7 relates to whether the violator received an "economic benefit from noncompliance."

Removal of criteria #4. Council expressed concern that removal of criteria #4 leaves first-time flagrant violators unpunished. The City's experience has been that every violator claims their actions were a "mistake" or they did not know what they were doing was wrong. Even though staff has suspected willful and knowing violations in the past, it has not been able to prove this criterion when the matter goes to the Hearing Examiner. Thus, staff determined it was not an effective tool for compelling compliance.

If a violation continues after staff provides education and assistance, then it considers it a "willful and knowing violation." Additionally, under the City's *Code*, the violator also is a "repeat violator." For repeat violators, their fine is increased automatically by the number of prior violations on their record. For example, the fine for a second violation is multiplied by two; the fine for a third violation is multiplied by three, etc.

Removal of criteria #7. Under a common interpretation of this criterion, every violator obtains some economic benefit from noncompliance. Perhaps it is a small benefit, such as saving the cost of an extra hose that would allow water to be discharged to a place and in a manner that is compliant with the *Code* (whereas use of a shorter hose, which discharges in the middle of the site that washes mud and debris into the street, is a violation). In other situations, the savings can be large, such as saving the cost of renting a vactor truck for a day or more. But as with criteria #4, staff has not been able to prove criteria #7 when such a matter goes to the Hearing Examiner. The Hearing Examiner often opines these proposed "cost savings" are too subjective to be considered a code violation.

In sum, staff's goal for removing criteria #4 and #7 is to make the penalty matrix more objective and less subject to challenge, so as to encourage violators to pay their fines and to minimize the extra staff time and resources to appear before the Hearing Examiner. It is expensive for staff to take a matter to the Hearing Examiner, and staff's experience has been that the Hearing Examiner routinely will strike criteria #4 and #7, so it has not been an effective use of staff resources.

2) **Criteria question #5 is "Improper Operation or Inadequate Maintenance." Staff proposed amending the criteria question to state, "Improper operation, inadequate maintenance, or inadequate implementation of a required plan that addresses stormwater management (e.g., but not limited to temporary erosion and sediment control (TESC) plan, stormwater pollution prevention plan (SWPPP), permit conditions and notes)."**

   Council asked for clarification of whether the terms "Improper Operation," "Inadequate Maintenance," and "Improper Implementation" are all associated with a "required plan." Yes, the intention of this criteria question is to determine if the violation was a result of failure to properly operate, maintain, or implement an already completed Required Plan.

   "Required Plan" is now included in the definitions section for clarification and to simplify the matrix. The matrix language was also modified for clarification.

3) **Criteria question #5 - References to "stormwater" and "surface water."**
   Council asked for clarification of whether use of the term "stormwater" was appropriate in this criteria question, or if it should be "surface water." After further consideration, staff determined that both "stormwater" and "surface water" should be included in this criteria question to encompass all water that falls from the sky and runs off-site to the nearest wetland, stream, or lake.

   The *Kirkland Municipal Code* requires that the City adopt definitions from the King County Surface Water Design Manual (KCSWDM). According to the KCSWDM, the definition of "stormwater" is "water produced during precipitation or snowmelt, which runs off, soaks into the ground, or is dissipated through evapotranspiration. Stormwater that runs off or soaks into the ground ultimately becomes surface water or groundwater." The definition of "Surface water" is "water that exists on land surfaces before, during, and after stormwater runoff occurs and includes, but is not limited to, the water found on ground surfaces and in drainage facilities, rivers, streams, springs, seeps, ponds, lakes, wetlands, and Puget Sound. It also includes shallow groundwater."

   Therefore, criteria question #5 has been changed to read, "Improper Operation, Inadequate Maintenance, or Inadequate Implementation of a Required Plan that Addresses Stormwater and Surface Water Management (including, but not limited to, a temporary erosion and sediment control (TESC) plan, stormwater pollution prevention plan (SWPPP), permit conditions and/or notes).

4) **Staff proposed to exclude the City of Kirkland from the definition of "person."**
   The proposed change to exclude the City of Kirkland from the definition of "person" stems from issues surrounding contract language with City projects and the City becoming a "repeat violator" and increasing the fines the amount of times the City was deemed a "violator."

Removal of "City" from the definition of "person" does not exempt the City from required regulations. If it is determined the City violated the Kirkland Municipal Code, staff will follow all required processes, including promptly responding to the issue, thoroughly performing spill clean-up measures, and reporting and complying with all state and federal regulations.

NEXT STEPS:

This staff report has attempted to answer for the record questions that the Council posed during its April 6 meeting. Staff continues to recommend adoption of the proposed amendments to KMC chapter 1.12. If the Council concurs, then those amendments will be adopted via approval of the ordinance on the Consent Calendar, and it will go into effect five days after passage and publication.

Attachment A: Proposed Ordinance
Attachment B: Publication Summary

ORDINANCE O-4756

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING SURFACE WATER MANAGEMENT REGULATIONS.

WHEREAS, the Environmental Chapter of the Comprehensive Plan sets forth policies for environmental protection, including protection of surface water; and

WHEREAS, since May of 2016, the City has enforced its surface water code, Kirkland Municipal Code ("KMC") Chapter 15.52, through a special chapter in its code enforcement regulations, KMC 1.12.200, to recover clean-up costs from violators and to levy fines in appropriate cases, such as when a violation has been committed and the responsible Party(s) have been previously educated on the KMC; and

WHEREAS, based upon the City's experience with these code enforcement regulations over the past several years, including the effectiveness of the regulations to prevent environmental damage and/or correct environmental damage, and the clarity of the language of the code language, staff recommends certain revisions to the City's Code Enforcement Regulations in Chapter 1.12 KMC.

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. Kirkland Municipal Code Section 1.12.020 is amended to read as follows:

1.12.020 Definitions.

As used in this chapter, unless a different meaning is plainly required:

(a) "Abate" means to repair, replace, remove, destroy or otherwise remedy a condition which constitutes a civil violation by such means, in such a manner and to such an extent as the applicable department director determines is necessary in the interest of the general health, safety and welfare of the community.

(b) "Act" means doing or performing something.

(c) "Applicable department director" means the director of the department or his or her designee.

(d) "Civil violation" means a violation for which a monetary penalty may be imposed as specified in this chapter. Each day or portion of a day during which a violation occurs or exists is a separate violation. Traffic infractions issued pursuant to Title 12 are specifically excluded from the application of this chapter.

(e) "Development" means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or use of any land above, at or below ground or water level, and all acts governed by a city regulation.

(f) "Emergency" means a situation which in the opinion of the applicable department director requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

(g) "Hearing examiner" means the Kirkland hearing examiner and the office thereof established pursuant to Chapter 3.34.

(h) "Omission" means a failure to act.

(i) "Person" means any individual, firm, association, partnership, corporation, or any entity, public or private. For purposes of this chapter only, "person" does not mean the City of Kirkland.

(j) "Person responsible for the violation" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission which is a civil violation or causes or permits a civil violation to occur or remain upon property in the city, and includes but is not limited to owner(s), lessor(s), tenant(s), vendor(s), contractor(s), or other person(s) entitled to control, use and/or occupy property where a civil violation occurs. For violations of the city sign regulations, this definition includes, but is not limited to, sign installers/posters, sign owners, and any other persons who cause or participate in the placement of a sign in a manner that constitutes a civil violation. For violations of city tree regulations, this definition includes any person who caused or participated in the removal of a tree in a manner that constitutes a civil violation.

(k) "Regulation" means and includes the following, as they now exist or are hereafter amended:

(1) Title 23 (Kirkland Zoning Code);

(2) Title 21, Buildings and Construction (including codes adopted by reference);

(3) Chapter 15.52 (Surface Water Management);

(4) Title 29 (Land Surface Modification);

(5) Chapter 19.04 (Obstructing Streets or Sidewalks);

(6) Chapter 11.76 (Junk Vehicles);

(7) Chapter 11.24 (Nuisances);

(8) Chapter 11.64 (Littering);

(9) The terms and conditions of any permit or approval issued by the city, or any concomitant agreement with the city;

(10) Chapter 7.74 (Fair Housing Regulations);

(11) Chapter 16.05 (Retail Carryout Bags, including definitions set forth in Chapter 16.04);

(12) Chapter 16.08 (Garbage Disposal); and

(13) Chapter 7.02 (Business Licenses and Regulations).

(l) "Repeat violation" means a violation of the same regulation in any location in the city by the same person or responsible party for which compliance previously has been sought or a notice of civil violation has been issued.

(m) "Required Plan" means a city-required plan that addresses Stormwater or Surface Water Management including, but not limited to, a temporary sediment and erosion control (TESC) plan, stormwater pollution prevention plan (SWPPP), permit conditions and/or notes.

~~(m)~~(n) "Responsible party" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission which is a civil violation or causes or permits a civil violation to occur or remain upon property in the city, and includes but is not limited to owner(s), lessor(s), tenant(s), vendor(s), contractor(s), or other person(s) entitled to control, use and/or occupy property where a civil violation occurs.

~~(n)~~(o) "Violation" means an act or omission contrary to a city development regulation including an act or omission at the same or different location by the same person and including a condition resulting from such act or omission.

Section 2. Kirkland Municipal Code Section 1.12.200 is amended to read as follows:

1.12.200 Special provisions relating to enforcement of Chapter 15.52 (Surface Water Management).

(a) General Requirements. This section applies to violations of Chapter 15.52, including illicit discharges and connections that discharge into the municipal storm drain system and/or surface and ground waters. Enforcement shall be conducted in accordance with procedures set forth in this chapter.

Special enforcement provisions related to illicit discharges and connections are set forth in this section.

(b) Authority. It shall be the duty of the public works director or designee to administer the provisions of this section.

(c) Determining Fines for Illicit Discharges and Connections and Other Violations of Chapter 15.52.

(1) Each action or omission taken in violation of Chapter 15.52 shall constitute a separate violation.

(2) Any person who aids or abets the violation shall be considered to have committed a violation for purpose of assessment of fines.

(3) Fines for a violation shall be determined using the surface water enforcement matrix (Table 1) and administered per violation.

Table 1. Surface Water Enforcement Matrix

Enforcement Evaluation Criteria	**~~No~~ Zero (0) points~~)~~**	**~~Possibly~~ One (1) point~~)~~**	**~~Definitely~~ Two (2) points~~)~~**
1) ~~Perceived~~ Public Health Risk?			
2) Environmental Damage?			
3) ~~Impacting~~ Discharge into Municipal Storm Drain System?			
~~4)~~ ~~Willful or Knowing Violation?~~			
~~5~~ 4) Unresponsive in Correcting Action?			
~~6~~ 5) Was the violation a result of a responsible party(s) failure to properly operate, maintain, or implement a Required Plan ? ~~Improper Operation or Inadequate Maintenance?~~			
~~7)~~ ~~Economic Benefit to Noncompliance?~~			

The surface water enforcement matrix (Table 1) is comprised of a set of criteria formulated as questions for the director to evaluate and answer. The director uses the guidelines below to determine the total

points to be assessed according to the violation. The surface water fine(s) are determined by the total score of the matrix.

1. Did the violation result in a public health risk?

a. ~~Answer "no"~~ Assess zero (0) points if there is no evidence to support a claim of public health risk or adverse health effects.

b. ~~Answer "possibly"~~ Assess one (1) point if evidence supports a claim of public health risk and there is a plausible connection between this violation and health effect.

c. ~~Answer "definitely"~~ Assess two (2) points if there is ~~direct~~ evidence directly linking public health risk or adverse effects with the violation.

2. Did the violation result in environmental (e.g., physical, chemical, or biological) damage?

a. ~~Answer "no"~~ Assess zero (0) points if there is no evidence to support a claim of environmental damage.

b. ~~Answer "possibly"~~ Assess one (1) point if environmental damage can be reasonably inferred from evidence or knowledge of the effects of the violation.

c. ~~Answer "definitely"~~ Assess two (2) points if there is ~~direct~~ evidence directly linking environmental damage with the violation.

3. Did the violation ~~impact~~ discharge into the municipal storm drain system?

a.~~)~~ ~~Answer "no"~~ Assess zero (0) points if there is no evidence to support a claim of impact to municipal storm drain system.

b. ~~Answer "possibly"~~ Assess one (1) point if impact to municipal storm drain system can be reasonably inferred from evidence or knowledge of the effects of the violation.

c. ~~Answer "definitely"~~ Assess two (2) points if there is ~~direct~~ evidence directly linking municipal storm drain system impacts to the violation.

~~4. Was the action a willful and knowing violation?~~

~~a. Answer "no" if the violator obviously did not know that the action or inaction constituted a violation.~~

~~b. Answer "possibly" if the violator should have known.~~

~~c. Answer "definitely" if the violator clearly knew or was previously informed of the violation by the city's inspectors or permit conditions.~~

~~5~~4. Was the responsible party unresponsive in correcting the violation?

a. ~~Answer "no"~~ Assess zero (0) points if the violation was corrected as soon as the responsible party learned of it.

b. ~~Answer "possibly"~~ Assess one (1) point if the violation was corrected, or measures were attempted to be implemented, in a less timely and cooperative fashion.

c. ~~Answer "definitely"~~ Assess two (2) points if the responsible party made no attempt to correct the violation or no measures were attempted to be implemented to prevent further violation.

~~6~~ 5. Was the violation a result of a responsible party(s) failure to properly operate, maintain, or implement a Required Plan? ~~improper operation or inadequate maintenance?~~

a. ~~Answer "no"~~ Assess zero (0) points if the violation was not the result of improper ~~operation~~ or inadequate ~~maintenance~~ actions or inactions described above.

b. ~~Answer "possibly"~~ Assess one (1) point if proper operation or actions described above were ~~and/or maintenance was~~ completed but a violation still occurred.

c. ~~Answer "definitely"~~ Assess two (2) points if the violation was a result of improper ~~operation~~ or inadequate ~~maintenance~~ actions or inactions described above.

~~7. Did anyone benefit economically from noncompliance?~~

~~a. Answer "no" if it is clear that no one gained an economic benefit.~~

~~b. Answer "possibly" if someone might have benefited.~~

~~c. Answer "definitely" if the economic benefit is quantifiable.~~

Once the total amount of penalty points is determined, a rating and a corresponding surface water fine amount are established (Table 2).

Table 2. Penalty Points Rating and Corresponding Surface Water Fine Amount

Rating	1—2	3—4	5—6	7~~—8~~	8~~9—10~~	9~~11—12~~	10~~13—14~~
Fine	$500	$1,500	$2,500	$4,000	$6,000	$8,000	$10,000

(d) Self-Reported Violations. The director or designee may reduce or waive the surface water fine for persons who immediately self-report violations to the city at 425-587-3900.

(e) Assessment of Fines.

(1) Fines. The director or designee shall assess the surface water fine against any responsible party in a written notice that sets forth the nature of the violation and the determination of the amount of the fine. The director or designee may elect not to seek surface water fines if he or she finds that rare and unique circumstances do not warrant imposition of fines.

(2) Repeat Violations. Where the city finds a repeat violation of Chapter 15.52 has occurred pursuant to Section 1.12.020(l), the fine for the repeat violation shall be determined by multiplying the surface water fine amount in Table 2 by the number of violations. For example, the fine for second time violators is multiplied by two, and the fine for third time violators is multiplied by three, and so on.

(f) Corrective Action and Summary Abatement. In addition to surface water fines, the city may require the responsible party to take corrective action to cease violating Chapter 15.52, including, but not limited to, requiring the responsible party to fully remove pollutants from private storm system(s) which enter into the municipal storm system. In the event the responsible party fails to take necessary corrective action in a timely fashion, the city may take summary abatement action in accordance with Section 1.12.060(b).

(g) Cost Recovery. The director or designee shall assess costs associated with cleaning or restoring the municipal storm drain system against any responsible party in a written notice that sets forth the nature of the violation and the determination of the amount. The director or designee may elect not to seek costs if he or she finds that unique circumstances do not warrant such collection.

(h) Real Property Owner Liability. Where a violation of Chapter 15.52 has occurred at least in part on private property, and when more than one person is responsible for fines and/or costs under subsection (d), (e) and/or (f) of this section, the director or designee may determine that the owner of the real property where the violation occurred shall be jointly and severally liable for all of the fines and/or costs assessed against each person.

(i) Notice of Civil Violation and Hearing on Violation. The city may issue a notice of civil violation to any responsible party who violates Chapter 15.52 and who fails to pay surface water fines and/or costs of recovery, and/or costs of abatement, and/or fails to take other necessary corrective action. The hearing on the notice of civil violation shall be held in accordance with Section 1.12.050.

Section 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 4. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2021.

Signed in authentication thereof this _____ day of _____, 2021.

_____
Penny Sweet, Mayor

Attest:

_____
Kathi Anderson, City Clerk

Approved as to Form:

_____
Kevin Raymond, City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4756

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING SURFACE WATER MANAGEMENT REGULATIONS.

SECTION 1. Amends Kirkland Municipal Code Section 1.12.020 related to definitions for code enforcement regulations.

SECTION 2. Amends Kirkland Municipal Code Section 1.12.200 updating special provisions relating to enforcement of surface water management, Kirkland Municipal Code Chapter 15.52.

SECTION 3. Provides a severability clause for the ordinance.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2021.

I certify that the foregoing is a summary of Ordinance 4756 approved by the Kirkland City Council for summary publication.

_____
Kathi Anderson, City Clerk

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: David Wolbrecht, Senior Neighborhood Services Coordinator
Julie Underwood, Director of Public Works

Date: April 21, 2021

Subject: 2021 NEIGHBORHOOD SAFETY PROGRAM FUNDING

RECOMMENDATION:

It is recommended that the City Council approve the attached fiscal note (Attachment A) to provide $200,000 of funding from the School Zone Safety Camera Program, which amount is from revenues that are in excess of net Camera Program operating costs, to help fund the 2021 Neighborhood Safety Program (NSP).

By taking action on the consent agenda, this one-time expenditure will be approved.

BACKGROUND DISCUSSION:

At Council's April 20, 2021, regular meeting, staff sought Council's direction to apply $200,000 from the School Zone Safety Camera revenues above net program operations costs to the 2021 NSP. This funding would replace $200,000 from the Walkable Kirkland Initiative, which had funded $200,000 annually for NSP between 2015 and 2020. Beginning this year, those Walkable Kirkland funds are no longer available for the NSP.

Council approved by motion the use of the School Zone Safety Camera revenues above net program operations costs for the 2021 NSP, thereby authorizing staff to bring forward a fiscal note for approval at the May 4, 2021, Council meeting.

Attachment A: Fiscal Note

ATTACHMENT A

FISCAL NOTE

CITY OF KIRKLAND

Source of Request

Julie Underwood, Director of Public Works

Description of Request

At Council's April 20, 2021 regular meeting, Council approved by motion the use of $200,000 from the School Zone Safety Camera revenues above net program operations costs for the 2021 Neighborhood Safety Program (NSP). This funding replaces $200,000 from the Walkable Kirkland Initiative, which had funded $200,000 annually for NSP from 2015-2020. As of 2021, Walkable Kirkland funds are no longer available for the NSP.

Legality/City Policy Basis

Fiscal Impact

One-time transfer of $200,000 from School Zone Safety Camera Reserve to the 2021 Neighborhood Safety Program (NMC0062100).

Recommended Funding Source(s)

	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions	Amount This Request	Revised 2022 End Balance	2022 Target
Reserve	School Zone Safety Camera Reserve*	2,119,545	(469)	0	(200,000)	1,919,076	N/A
	Finance processing notes: School Zone Safety Camera Reserve - PL: PDTSSZCAMS, GL: 01019503*599010 Neighborhood Safety Program - PL: NMC0062100, GL: 32020191						
Revenue/Exp Savings							
Other Source							

Other Information

*The assumed reserve balances are based on the beginning balance in 2021 ($546,709) and estimated revenues above expenditures in 2021 and 2022. Estimated School Zone Safety Camera revenues were calculated using a limited time frame of actual revenues and will be recalculated. Reserve balances will be adjusted accordingly in 2021 as part of the mid-biennial budget update.

Prepared By	Andrea Peterman, Budget Analyst	Date	April 21, 2021

CITY OF KIRKLAND
Department of Parks & Community Services
123 5th Avenue, Kirkland, WA 98033 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
Leslie R. Miller, Human Services Supervisor

Date: May 4, 2021

Subject: ALLOCATION OF HUMAN SERVICES RESERVES

RECOMMENDATION

That City Council confirm its support of the allocation of a portion of the Human Services Reserve to address the homelessness crisis through the attached fiscal note. By taking action on the consent agenda, this fiscal note will be approved.

BACKGROUND DISCUSSION

City staff proposed allocating a portion of the 2021 Human Services Reserve to address the homelessness crisis at the City Council's April 19th meeting. Councilmembers agreed to the proposed allocation presented in summary form below. Unless otherwise indicated, the amount listed is for each year in the 2021-2022 biennium.

RECOMMENDATION TABLE

	Agency/Program	**Recommended Total for Each Year**	**Priority Areas**
1	Catholic Community Services—CReW Street Outreach Program for Kirkland (from .5 to 1 FTE)	$75,000	Response to Homelessness within Kirkland
2	Motel Voucher Program for Kirkland	$10,000	Response to Homelessness within Kirkland
3	Congregations for the Homeless—Enhanced 24/7 Shelter *(to fully fund 2021-2022 application ask)*	$48,965	Shared Eastside Response to Homelessness Crisis
3	Congregations for the Homeless—Enhanced 24/7 Shelter for Men *(additional contribution to support 24/7 operations)*	$150,000 for 2021 only	Shared Eastside Response to Homelessness Crisis

4	Friends of Youth—Day Center & Outreach *(to fully fund 2021-2022 application ask)*	$6,000	Shared Eastside Response to Homelessness Crisis
4	Friends of Youth—Youth and Young Adult Shelters *(to fully fund 2021-2022 application ask)*	$40,000	Shared Eastside Response to Homelessness Crisis
4	Friends of Youth—24/7 Support for Young Adult Day Center and Shelter *(additional contribution to support 24/7 operations)*	$100,000 For 2021 only	Shared Eastside Response to Homelessness Crisis
5	Hopelink—Emergency Food	$27,487	Pandemic Priority: Food Insecurity
6	Kindering—Families in Transition (FIT)	$22,792	Supportive Services to Families Experiencing Homelessness
7	LifeWire—Emergency Shelter Internet Access	$10,000 For 2022 only	Supportive Services to Families Experiencing Homelessness & Pandemic Domestic Violence Response
	SUBTOTAL	**$230,244 x 2**	**$460,488**
	SUBTOTAL	**$260,000 x 1**	**$260,000**
	TOTAL		**$720,488**

The recommendations shore up the response to homelessness within the City of Kirkland and contribute to the effort of the Cities of Bellevue, Kirkland and Redmond to close the funding gap for the 24/7 shelters in the short term while they advocate for additional community stakeholders to step forward to provide funding. Providers of services to unhoused community members have been stretched thin with the continuing strong demand for services, which has been additionally challenged by the COVID-19 pandemic. The system will likely face increased demand for services depending upon the region and the state's mitigation of the impact of the end of the eviction moratorium. For these reasons it is critical that the programs have their deficits erased. The funding gap for the men and young adult services are addressed here. Support to address the funding gap for women and families with children will be included in the allocation recommendation of Community Development Block Grant funding that will be available later this spring. Recommendations in June will address other community needs, in particular mental health and behavioral health support needs.

HUMAN SERVICES RESERVE SUMMARY TABLE

Human Services Reserve Available Balance	$1,258,253
2021-22 Funding Recommendations	$720,488
Human Services Reserve Remaining	$537,765

Attachment A Fiscal Note

ATTACHMENT A

FISCAL NOTE

CITY OF KIRKLAND

Source of Request

Lynn Zwaagstra, Director, Parks & Community Services

Description of Request

One-time funding of $720,488 from the Human Services Reserve to fund a variety of grants to nonprofits and community partners to recommendations shore up the response to homelessness within the City of Kirkland and contribute to the effort of the Cities of Bellevue, Issaquah, Kirkland and Redmond to close the funding gap for the 24/7 shelters in the short term while they advocate for additional community stakeholders to step forward to provide funding.

Legality/City Policy Basis

Fiscal Impact

One-time transfer of $720,488 from Human Services Reserve to PCS-Human Services Professional Services operating budget for the purpose of funding 8 grants to local service providers. The Human Services Reserve is $1,258,253 and will be $537,765 after this fiscal note.

Recommended Funding Source(s)

	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions	Amount This Request	Revised 2022 End Balance	2022 Target
Reserve	Human Services Rsv.	1,258,253	0	0	(720,488)	537,765	N/A
Revenue/Exp Savings							
Other Source							

Other Information

Prepared By	Kevin Lowe Pelstring, Budget Analyst	Date	April 14, 2021

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: James Lopez, Deputy City Manager
Chris Hendrickson, Web and Multimedia Content Specialist

Date: April 22, 2021

Subject: FUNDING FOR EXTERIOR SIGNAGE AT THE KIRKLAND VISITOR CENTER

RECOMMENDATION:

It is recommended that the City Council approve the attached fiscal note (Attachment A) for funding of up to $10,000 from the lodging tax reserves to support the Kirkland Downtown Assocation's installation of exterior signage and related expenses at the Kirkland Visitor Center. By taking action on the consent agenda, this one-time expenditure will be approved.

BACKGROUND DISCUSSION:

At Council's April 20, 2021, regular meeting, staff sought Council's decision on the Tourism Development Committee's recommendation to create a percentage split between lodging tax reserves and other City funds to fund exterior signage and related expenses at the Kirkland Visitor Center totaling up to $20,000.

During the meeting, Council approved by motion staff's use of up to $10,000 in lodging tax reserves and directed staff to divide the proposed expenditure equally between the lodging tax reserves and the City Manager's Office Economic Development budget, with up to $10,000 coming from the lodging tax reserves and up to $10,000 from CMO economic development professional services. This action authorized staff to bring forward a fiscal note to the May 4, 2021, Council meeting. The economic development professional services budget in the CMO is already authorized as part of the 2021-2022 budget adoption and no fiscal note is needed to reallocate those funds.

Attachment A: Fiscal Note

ATTACHMENT A

FISCAL NOTE

CITY OF KIRKLAND

Source of Request

James Lopez, Deputy City Manager

Description of Request

The use of up to $10,000 from the Lodging Tax Reserves to support the Kirkland Downtown Assocation's installation of exterior signage and related expenses at the Kirkland Visitor Center.

Legality/City Policy Basis

Fiscal Impact

The use of up to $10,000 in Lodging Tax Reserve. The reserve is able to fully fund this request.

Recommended Funding Source(s)

	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions	Amount This Request	Revised 2022 End Balance	2022 Target
Reserve	Lodging Tax Reserves	77,937	0	0	(10,000)	67,937	
	Finance processing notes: Lodging Tax Reserves - 11202411*599000 Professional Services: 01002101*541010						
Revenue/Exp Savings							
Other Source							

Other Information

Prepared By	Andrea Peterman, Budget Analyst	Date	April 23, 2021

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Tracey Dunlap, Deputy City Manager of Operations
Chris Dodd, Facilities Services Manager
Andreana Campbell, Management Analyst

Date: April 28, 2021

Subject: PROPOSED LEASE OF REAL PROPERTY - 10829 NE 68th STREET

RECOMMENDATION:

That the City Council approve Resolution R-5474, authorizing the City Manager to execute a lease of real property as part of the Fire Proposition 1 Implementation Plan, providing travel time mitigation for Station 22's service area while Station 22 in Houghton is renovated. By approving the consent agenda, Council will be approving the resolution and authorizing the City Manager to execute the lease of the Longhouse Property at 10829 NE 68th Street in Houghton.

BACKGROUND:

Late in 2020, staff began evaluating potential sites for a temporary fire station to house Firefighter/EMTs while Stations 22 in Houghton and 26 in Rose Hill are renovated. Initially, staff were working through the logistics with the Washington State Department of Transportation (WSDOT) and King County Metro to build a temporary facility at the Houghton Park and Ride. TCA architects estimated a cost of roughly $3.2 million to permit, build, operate, and lease the land needed for this temporary fire station. Due to a high estimated cost and the fact that this temporary facility would need to be demolished and the pavement restored after both stations' renovations are complete, staff began looking at alternative, and more cost-effective options for a temporary station, such as purchasing or renting a house/commercial building and/or leasing space in an already existing commercial building.

Currently, the team has identified space within the Rose Hill Plaza commercial building located at 12801 NE 85th Street in Rose Hill as a temporary station location as shown in the map at the top of the next page. While the Rose Hill Plaza lease is still being negotiated, staff is confident the City will be able to enter into a lease agreement for this property or another in a similar location and will return to Council for separate action to execute that lease. Given the distance of the Rose Hill Plaza property from Station 22, housing Station 22's Firefighter/EMTs at this property or another similarly located property does impact response times to Station 22's

area and would require mitigation strategies in order to maintain the current level of service to Station 22's area while Station 22 is renovated.

To mitigate the response time impacts on Station 22's response area, staff will also be stationing a twelve-hour aid car during peak call hours from 0900 to 2100 (9:00am to 9:00pm) at the Longhouse Offices located at 10829 NE 68th Street in Houghton (as shown in the map below). This location is very close to Station 22 to improve travel times while Station 22 is being renovated. Staff is bringing this lease to Council first in order to secure the location effective May 1, 2021.

For the space required for the twelve-hour aid car, the estimated lease cost is expected to be less than $70,000. The Fire Department will be staffing the twelve-hour aid car with overtime beginning March 1, 2022 for the duration of Station 22's renovation, at an estimated cost of roughly $500,000. This amount assumes the use of overtime for all shifts. But the Fire Department may be able to staff the aid car with current on-duty Firefighter/EMTs, offsetting some of the use of overtime by backfilling those positions with new Proposition 1 hires. This twelve-hour aid car would be in addition to a cross-staffed aid car and fire engine at the site of the future temporary station.

Contingent on the outcome of the lease for the Rose Hill Plaza property, the total preliminary cost of leasing both properties and staffing the twelve-hour aid car during peak hours is estimated at $2.2 million, including a $280,000 contingency. This is a savings of $1 million from the preliminary estimates provided to the City from TCA Architects when evaluating the Houghton Park and Ride as the site of the temporary fire station. Should the City engage in a lease for the Rose Hill Plaza property, staff is recommending that the $1 million savings be set aside as a contingency for the fire station projects.

Staff is in the process of finalizing lease negotiations with both property owners and a draft lease for the Longhouse Property is included as an attachment to the resolution. Staff will return to Council for separate action to execute a lease for the temporary fire station.

RESOLUTION R-5474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL PROPERTY LEASE AND LEASE AGREEMENT TO PROVIDE A TEMPORARY FIRE STATION IN A LOCATION THAT MAINTAINS CURRENT LEVELS OF SERVICE IN FIRE AND EMS RESPONSE TIMES WHILE STATION 22 IN HOUGHTON IS RENOVATED.

WHEREAS, staff is currently negotiating leasing space within the Rose Hill Plaza commercial building located at 12801 NE 85th Street as a temporary station location; and

WHEREAS, staff also recommends stationing a twelve-hour aid car during peak call hours at the Longhouse Offices located at 10829 NE 68th Street in Houghton to maintain travel times while Station 22 is being renovated; and

WHEREAS, staff has negotiated the proposed Lease Agreement as provided in the attached Exhibits A for the total amount of less than $70,000 to lease the Longhouse Offices in Houghton; and

WHEREAS, staff is bringing this lease separate of the Rose Hill Plaza property lease in order to secure the location of the Longhouse Offices effective May 1, 2021, and

WHEREAS, contingent on the outcome of the lease for the Rose Hill Plaza property, the total preliminary cost of leasing both properties and staffing the twelve-hour aid car during peak hours is estimated at $2.2 million, including a $280,000 contingency, which is a savings of $1 million from the preliminary estimates for a temporary station.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland a Real Property Lease and Lease Agreement for the property substantially similar to that attached to this Resolution as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 4th day of May, 2021.

Signed in authentication thereof this ____ day of _____, 2021.

_____
Penny Sweet, Mayor

Attest:

_____
Kathi Anderson, City Clerk

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330 112th Ave NE Ste #200
Bellevue, WA 98004
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LEASE AGREEMENT

(Multi -Tenant - Modified Gross (Base Year) Lease)

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of this _____ day of _____ , 20 21 between Howdy Partners III, L.P. , a(n) Municipal corporation organization under the laws of _____ ("Tenant"). the State of Washington ("Landlord"), and City of Kirkland , a(n) Landlord and Tenant agree as follows:

1. **LEASE SUMMARY.**

a. **Leased Premises.** The leased commercial real estate (the "Premises") i) consists of an agreed area of approximately 577 rentable square feet and is outlined on the floor plan attached as Exhibit A; ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as Suite C 10829 NE 68th St (Longhouse Offices) , Kirkland , WA 98033 (insert suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all Common Areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 5,733 rentable square feet.

b. **Lease Commencement Date.** The term of this Lease shall commence upon (check one):

☐ Substantial completion of (choose one) ☐ Landlord's Work, or ☐ Tenant's Work as further described in the attached Exhibit C ("Work Letter"), but in no event later than _____ , 20 __

☒ May 1 , 20 21 SUBJECT TO VACATION OF EXISTING TENANT

(the "Commencement Date").

c. **Lease Termination Date.** The term of this Lease shall terminate at midnight on the last day of the Twenty Seventh (27th) full month following the Commencement Date or such earlier or later date as otherwise provided in this Lease (the "Termination Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).

d. **Base Rent.** The monthly base rent shall be (check one): ☐ $ _____ , or ☒ according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable by wire transfer or at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.

e. **Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of $ 1,634.83 as prepaid Rent, to be applied to Rent due for the ~~months~~MONTH Thirteen (13) ~~through~~ _____ of the Lease.

f. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of $ 5,000.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): ☒ cash, check or wire transfer, or ☐ letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto.

g. **Permitted Use.** The Premises shall be used only for Fire and Emergency personel to stage and respond to emergency response calls , subject to applicable zoning and other laws, and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

h. **Notice and Payment Addresses:**
Landlord:
Howdy Partners III, L.P.
c/o Wallace Properties, Inc.
330 112th Ave NE Ste 200
Bellevue WA 98004
Email: jlottinville@wallaceproperties.com

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Tenant:
City of Kirkland
_____
_____
Email: _____

i. **Tenant's Pro Rata Share.** Landlord and Tenant agree that Tenant's "Pro Rata Share" is 10.1 %, based on the ratio of the rentable area of the Premises stated in Section 1.a to the rentable area of all buildings on the Property stated in Section 1.a. Tenant's Base Rent and Pro Rata Share shall be proportionally adjusted in the event of any adjustment to the Premises', Building's or Property's rentable floor area either by remeasurement, which measurement standard shall be selected by Landlord in its reasonable discretion, or by physical change thereto.

2. **PREMISES.**

a. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.

b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described in the Work Letter attached as Exhibit C ("Landlord's Work"), Tenant shall accept the Premises and its appurtenances in their respective AS-IS, WHERE-IS condition, and shall further be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. **Tenant Improvements.** The Work Letter attached as Exhibit C sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant ("Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth in the Work Letter.

3. **TERM.** The term of this Lease shall commence on the Commencement Date, and shall end on the Termination Date, subject to any option to extend the term of this Lease set forth in a rider attached hereto (the "Term").

a. **Early Possession.** Tenant shall have reasonable access to the Premises during the _____ days ((0) days if not filled in) preceding the Commencement Date for the sole purpose of installing Tenant's furniture, telecommunications, fixtures, telephone systems and computer cabling and the performance of Tenant's Work, if any. Such access shall be fully coordinated with Landlord in advance and Tenant shall not interfere with Landlord's Work. All of the terms and conditions of this Lease, including Tenant's insurance and indemnification obligations, shall apply during such time, except for payment of Base Rent. If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1.

b. **Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. If Landlord does not deliver possession of the Premises to Tenant within _____ days ((60) days if not filled

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in) after the Commencement Date specified in Section 1 (check one): ☐ Tenant may elect to cancel this Lease by giving written notice to Landlord no later than _____ days ((10) days if not filled in) after such time period ends, or ☐ then all Base Rent and Additional Rent shall be abated for each one (1) day after the Commencement Date during which possession of the Premises has not been delivered to Tenant. If Tenant gives such notice of cancellation, as Tenant's sole and exclusive remedy, the Lease shall be cancelled, all prepaid Rent (as such term is defined below) and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other.

Notwithstanding anything in this Paragraph 3(b) to the contrary, to the extent that the tenant improvements are not sufficiently complete in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease ("Tenant Delays"), the Lease Term and Tenant's obligation to submit Base Rent and Additional Rent shall nevertheless commence on the Commencement Date set forth in Section 1, or upon the date that the Commencement Date would have occurred but for the Tenant Delays. The first "Lease year" shall commence on the Commencement Date and shall end on the date which is 12 months from the end of the month in which the Commencement Date occurs. Each successive Lease year during the Term shall be 12 months, commencing on the first day following the end of the preceding Lease year.

4. **RENT.**

a. **Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Term beginning on (check one): ☒ the Commencement Date, or ☐ _____ (if no date specified, then on the Commencement Date), and shall also pay any other additional payments, including Operating Costs, due to Landlord ("Additional Rent" and together with Base Rent, "Rent") when required under this Lease. Payments for any partial month during the Term shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon Tenant's failure to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent.

b. **Base Year Lease.** This Lease is what is commonly called a "Base Year" or "modified gross" Lease, which means that the Base Rent paid by Tenant under this Lease includes Tenant's Pro Rata Share of Operating Costs for the calendar year in which the Commencement Date occurs (the "Base Year"). Landlord shall receive all Base Rent free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to Base Rent, Tenant shall pay to the parties respectively entitled thereto, or satisfy directly, all Additional Rent, impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, including without limitation the Operating Costs described in Section 8, which arise with regard to the Premises or may be contemplated under any other provision of the Lease during its term, except for costs and expenses expressly made the obligation of Landlord in this Lease.

c. **Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of $100 or 5% of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of 15% per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

d. **Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or

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compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 4.

5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant defaults in the performance of any covenant or condition of this Lease, Landlord shall have the right, but not the obligation, to use or retain all or any portion of the security deposit for the payment of: (i) Base Rent, Additional Rent, or any other sum as to which Tenant is in default; or (ii) the amount Landlord spends or may become obligated to spend, or to compensate Landlord for any losses incurred by reason of Tenant's default.. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If at any time during the Lease the security deposit delivered by Tenant becomes insufficient to cover the amounts required under this Section 5, whether or not due to Landlord's application of all or a portion of the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefore by Landlord, deposit with Landlord an amount sufficient to replenish the security deposit to the amount required in Section 1 above. If Tenant is not in default of any covenant or condition of this Lease at the end of the Term, Landlord shall return any unused portion of the security deposit without interest within 30 days after the surrender of the Premises by Tenant in the condition required hereunder by Section 13 of this Lease.

6. **USES.** The Premises shall be used only for the Permitted Use, and for no other business or purpose without the prior written consent of Landlord. Tenant shall not do or permit any act to be done on or around the Premises that violates any law, ordinance, or governmental regulation or order or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

7. **COMPLIANCE WITH LAWS.** Landlord represents to Tenant that, as of the Commencement Date, to Landlord's actual knowledge, but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, and orders, including without limitation, the Americans With Disabilities Act, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for the Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make such changes and alterations at its expense.

8. **OPERATING COSTS.**

   a. **Definition.** As used herein, "Operating Costs" shall mean all costs of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Landlord and (to the extent used) deductibles for insurance applicable to the Property; water, sewer and all other utility charges (other than utilities separately metered and paid directly by Tenant or other tenants); janitorial and all other cleaning services; refuse and trash removal; supplies, materials, tools, and equipment used in the operation, repair, and maintenance of the Property; refurbishing and repainting; carpet replacement; to the extent serving areas other than just the Premises, heating, ventilation and air conditioning ("HVAC") service, repair and replacement when necessary;

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elevator service and repair and replacement of elevators when necessary; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; repair, maintenance, and, where reasonably required, replacement of signage; amortization of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing Operating Costs (the useful life of which shall be a reasonable period of time as determined by Landlord); costs of legal services (except those incurred directly relating to a particular occupant of the Building); and accounting services, labor, supplies, materials and tools. Landlord and Tenant agree that if the Building is not 90% occupied during any calendar year (including the Base Year, if applicable), on a monthly average, then those portions of the Operating Costs that are driven by occupancy rates, as reasonably determined by Landlord, shall be increased to reflect the Operating Costs of the Building as though it were 90% occupied and Tenant's Pro Rata Share of Operating Costs shall be based upon Operating Costs as so adjusted. Operating Costs shall not include: Landlord's income tax or general corporate overhead; depreciation or amortization on the Building or equipment therein; loan or ground lease payments; real estate broker's commissions; capital improvements to or major repairs of the Building shell (i.e., the Building structure, exterior walls, roof, and structural floors and foundations), except to the extent expressly permitted above; any costs regarding the operation, maintenance and repair of the Premises, the Building, or the Property paid directly by Tenant or other tenants in the Building or otherwise reimbursed to Landlord, or other cost for which another party is required to pay Landlord (except as part of operating cost recoveries under other tenant leases) so that Landlord shall not recover any item of cost more than once. If Tenant is renting a pad separate from any other structures on the Property for which Landlord separately furnishes the services described in this paragraph, then the term "Operating Costs" shall not include those costs of operating, repairing, and maintaining the enclosed mall which can be separately allocated to the tenants of the other structures. Operating Costs which cannot be separately allocated to the tenants of other structures may include but are not limited to: insurance premiums; taxes and assessments; management (fees and/or personnel costs); exterior lighting; parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; and costs of legal services and accounting services.

b. **Type of Payment.** Commencing upon the first day of the first month following expiration of the Base Year 2021, as Additional Rent, Tenant shall pay to Landlord on the first day of each month with Tenant's payment of Base Rent, one-twelfth of the amount, if any, by which Tenant's Pro Rata Share of Operating Costs exceeds Tenant's annualized Pro Rata Share of Operating Costs for the Base Year, which amount is determined in the manner set forth in Section 8(c) below.

c. **Method of Payment.** Tenant shall pay to Landlord the Operating Costs pursuant to the following procedure:

i. Landlord shall provide to Tenant, on or before the Commencement Date, a good faith estimate of annual Operating Costs for the Base Year. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding calendar year, a good faith estimate of Tenant's annual Pro Rata Share of Operating Costs for the then-current year.

ii. Each estimate of Tenant's annual Pro Rata Share of Operating Costs determined by Landlord, as described above, shall be divided into 12 equal monthly installments. Tenant shall pay to Landlord with each monthly payment of Base Rent the amount, if any, by which such monthly installments of Operating Costs exceed one twelfth of Tenant's annualized Pro Rate Share of Operating Costs for the Base Year. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs has not yet been determined for any calendar year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to Tenant. When the estimate for the current calendar year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current calendar year and shall, thereafter, make the monthly installment payments in accordance with the current estimate.

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iii. As soon as reasonably possible following the end of each calendar year of the Term, Landlord shall provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs actually payable by Tenant with respect to such calendar year. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within 30 days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the Term has expired, the excess shall be refunded to Tenant within 30 days after delivery of such Operating Costs Statement.

iv. If Tenant disputes any amount shown on the Operating Costs Statement, Tenant may audit at its expense Landlord's books and records for the calendar year covered by such Operating Costs Statement upon written notice to Landlord given within 90 days after Tenant's receipt of such Operating Costs Statement. If Tenant fails to provide notice of dispute within such 90 day period, the Operating Costs Statement shall be final and conclusive. Any audit conducted by Tenant shall be completed within 60 days after Tenant's request therefor. If Landlord concurs with the audit results, and (x) if the audit reveals that Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within 30 days following completion of the audit; or (y) if the audit reveals that the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within 30 days after completion of the audit. If Landlord does not concur with the results of Tenant's audit, the parties shall within twenty (20) days thereafter agree on a neutral auditor who shall complete an audit within thirty (30) days after selection, and the decision of the neutral auditor shall be binding on the parties. The parties shall share evenly in the costs of any such neutral auditor. Landlord and Tenant shall cooperate as may be reasonably necessary in order to facilitate the timely completion of any audit. Nothing in this Section shall in any manner modify Tenant's obligations to make payments as and when provided under this Lease.

9. **UTILITIES AND SERVICES.** Landlord shall provide the Premises the following services for the Premises (7) days per week, (24) hours per day, the cost of which shall be included in the Operating Costs to the extent not separately metered to and exclusively serving the Premises (with the costs of such separately metered services to be directly billed to and paid by Tenant): (check all that apply) ☒ water; ☒ electricity; ☒ sewer; ☒ trash and/or recycling removal; ☒ HVAC from 7 a.m. to 6 p.m. Monday through Friday; 8 a.m. to 1 p.m. on Saturday; and _____ ~~a.m. to~~ _____ ~~p.m. on Sunday;~~ ☒ janitorial service in the Premises and Building _____ nights ((5) nights if not filled in) each week, exclusive of holidays. HVAC services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as Additional Rent. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility service charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

Tenant shall furnish all other utilities (including, but not limited to, telephone, internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord and included in Operating Expenses as described above.

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10. **TAXES AND ASSESSMENTS.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all taxes and assessments with respect to the Property, all of which shall be included in Operating Costs and subject to partial reimbursement by Tenant as set forth in Section 8.

11. **COMMON AREAS.**

    a. **Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant and other tenants of the Property and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common HVAC systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with, and shall use commercially reasonable efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees to comply with, reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time, and shall not interfere with the use of Common Areas by others. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof of the Building and other improvements at the Property, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

    b. **Use of the Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants of the Property to whom Landlord has granted or may grant such rights, to use the Common Areas.

    c. **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. This maintenance cost shall be includable in Operating Costs pursuant to Section 8. In performing such maintenance, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

12. **ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises (the "Alterations"), only with the prior written consent of Landlord, which consent, with respect to Alterations not affecting the structural components of the Premises or utility systems therein or for which the aggregate cost and expense does not exceed $10,000, shall not be unreasonably withheld, conditioned, or delayed.Landlord shall have 30 days following Tenant's request for Landlord's consent to any Alterations to respond to such request, provided that Tenant's request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include: (i) any of Tenant's Work approved by Landlord pursuant to Exhibit C, (ii) Tenant's Signage (as further provided in Section 15), or (iii) the installation of shelves, movable partitions, Tenant's equipment and trade fixtures that may be installed and removed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay when due, or furnish a bond for payment of (as set forth in Section 20), of all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmens' liens against the Premises or the Property or any interest therein. Except as

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otherwise provided in the Work Letter attached as Exhibit C with respect to Tenant's Work, any improvements installed as part of Tenant Work's or Alterations performed or caused to be performed by Tenant (check one): ☐ shall become the property of Landlord, or ☐ shall be removed by Tenant at its sole cost and expense upon the expiration or earlier termination of the Term (unless Landlord conditioned its consent in writing upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property). Tenant shall immediately repair any damage to the Premises caused by removal of improvements performed as part of Tenant's Work and/or Alterations.

13. **REPAIRS AND MAINTENANCE; SURRENDER.** Tenant shall, at its sole cost and expense, maintain the entire Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, including all HVAC components and other utilities and systems to the extent exclusively serving the Premises. Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems to the extent serving more than just the Premises, and the Common Areas, the costs of which shall be included as Operating Costs unless otherwise expressly excluded pursuant to Section 8(a). Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after 10 days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof, together with interest thereon at the default rate set forth in Section 4, shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration or earlier termination of the Term, Tenant shall promptly and peacefully surrender the Premises to Landlord, together with all keys, in materially as good condition as when received by Tenant from Landlord or as thereafter improved (but subject to any obligations to remove any Tenant's Work and Alterations and/or restore the same as further provided in this Lease), reasonable wear and tear and insured casualty excepted.

14. **ACCESS AND RIGHT OF ENTRY.** After 24 hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Term; and (b) posting "for lease" signs within 180 days prior to the expiration or sooner termination of the Term.

15. **SIGNAGE.** Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install and maintain any approved signage ("Signage") at Tenant's sole expense and in compliance with all applicable laws. Unless as otherwise provided in Exhibit C with respect to any Tenant Work, any Signage installed by Tenant shall be removed from the Premises, Building and Property at Tenant's expense upon the expiration or earlier termination of the Lease term. Tenant shall not damage or deface the Premises in installing or removing Signage and shall repair any injury or damage to the Premises caused by such installation or removal.

16. **DESTRUCTION OR CONDEMNATION.**

    a. **Damage and Repair.** If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged by fire or other insured casualty but not rendered untenantable, then

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Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving 20 days written notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenantable if 25% or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within 60 days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenantable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon 20 days' notice to Landlord unless Landlord, within such 20 day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and Base Rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole Premises, provided that there shall be a Base Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any Alterations or improvements paid for by Tenant; any Tenant's Work identified in Exhibit C (regardless of who may have completed them); Signage; Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

b. **Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenantable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenantable, then this Lease shall continue in full force and effect and Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenantable if 25% or less of each of those areas are condemned. Landlord shall be entitled to the entire

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award from the condemning authority attributable to the value of the Premises, the Building or the Property and Tenant shall make no claim for the value of its leasehold estate, Tenant's Work or Alterations. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses, provided that in no event shall Tenant's claim reduce Landlord's award.

17. **INSURANCE.**

a. **Tenant's Liability Insurance.** During the Term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall (i) contain an endorsement identifying Landlord, its property manager (if any), and other parties designated by Landlord, as additional insureds using an endorsement form acceptable to Landlord, (ii) insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than $2,000,000 per occurrence, and a deductible of not more than $10,000, and (iii) contain a provision requiring the insurer to deliver or mail written notice of cancellation to the named insureds at least 45 days before the effective date of the cancellation. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain at Tenant's sole cost business income coverage for at least 6 months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

b. **Tenant's Property Insurance.** During the Term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment, Tenant's Work, and Alterations in the amount of their full replacement value, with a deductible of not more than $10,000.

c. **Miscellaneous.** Tenant is self insured through the WCIA. Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after 30 days prior written notice to Landlord. Tenant shall deliver to Landlord, prior to Tenant's first taking possession of or occupying the Premises, and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. **Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, liability insurance with respect to the Common Areas, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate. The cost of any such insurance shall be included in Operating Costs, and if such insurance is provided by a "blanket policy" insuring other parties or locations in addition to the Building, then only the portion of the premiums allocable to the Building and Property shall be included in Operating Costs.

e. **Waiver of Subrogation.** Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by

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insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.

18. **INDEMNIFICATION.**

a. **Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord and its property manager (if any) harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or willfull act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant.

b. **Indemnification by Landlord.** Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any GROSSLY negligent or wrongfulWILLFUL act or omission of Landlord or Landlord's employees, officers, agents, servants, co~~ntractors~~, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord.

c. ~~**Waiver of Immunity.** Landlord and Tenant each specifically~~ and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. **Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any other person in or about the Premises or the Property.

e. **Survival.** The provisions of this Section 18 shall survive expiration or termination of this Lease.

19. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing the same, including attorneys' fees, upon demand of Landlord, up to a maximum of $1,250.

Any transfer of this Lease by merger, consolidation, redemption or liquidation of Tenant, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor for the payment of Rent and performance of all obligations of Tenant under this

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Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreements and related documents.

20. **LIENS.** Tenant is not authorized to subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Property and Premises free from any liens created by or through Tenant. Tenant shall indemnify, defend, and hold Landlord and the Property and Premises harmless from liability for any such liens including, without limitation, liens arising from any of Tenant's Work or Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall have the right to contest the correctness or validity of the lien, provided, however, within 10 days after Landlord's demand, at Tenant's expense, Tenant shall either remove the lien or procure and record a lien release bond issued by a surety satisfactory to Landlord in form and amount sufficient to satisfy statutory requirements for satisfaction and release of the subject lien(s) from the Premises and Property. Tenant shall indemnify Landlord and the Premises and Property from and against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

21. **DEFAULT.** Each of the following events shall be an "Event of Default" by Tenant under this Lease:

    a. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

    b. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

    c. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.

    d. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.

    e. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of 30 days after notice by Landlord to Tenant of the breach, provided that, if the nature of such default is such that it cannot be cured within such 30 day period, no Event of Default shall occur so long as Tenant commences such cure within 30 days of notice by Landlord and diligently pursues such cure to completion, but in no event longer than 60 days from the date of Landlord's notice.

    f. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date following five (5) days' notice from Landlord of Tenant's failure to take possession.

    Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within 30 days after notice by Tenant to Landlord, provided that, if the nature of such default is that it cannot be cured within such 30 day period, Landlord shall not be in default if Landlord commences such cure within 30 days of notice by Tenant and diligently pursues such cure to completion. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

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Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

22. **REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative and not exclusive.

    a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which Rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid Rent which had been earned at the time of termination; (ii) the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of Rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid Rent for the balance of the term of the Lease after the time of award exceeds the amount of Rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

    b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

    c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Term, or any extension thereof.

    d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this

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Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within 5 days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid Rent, if any.

23. **MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than 15 days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

24. **NON-WAIVER.** Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

25. **HOLDOVER.** If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy at sufference, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect other than any options to extend the Term. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

26. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, or (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1. The addresses for notices and payment of Rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

27. **COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

28. **ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute,

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acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Term of the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within 10 days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

29. **TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid Rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

30. **LANDLORD'S LIABILITY.** Notwithstanding anything in this Lease to the contrary, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

31. **RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf. Tenant shall, within 10 days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

32. **HAZARDOUS MATERIAL.** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's actual knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date in excess of reportable quantities except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released in excess of reportable quantities through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or

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disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent (except in de minimis quantities typical of the Permitted Use, such as in office supplies and household cleansers) and only upon strict compliance with all applicable federal, state and local laws, regulations, codes, ordinances, and product labels. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Material on the Premises or the Property or any adjacent property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or the Property or such adjacent property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section shall survive expiration or earlier termination of this Lease.

33. **QUIET ENJOYMENT.** Provided Tenant pays Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

34. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

35. **GENERAL.**

    a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

    b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described or disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described or disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

    c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and

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Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife; provided in no event shall any of the foregoing events operate to extend the Term of this Lease.

f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully executed by both parties.

i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way affect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. **Authority of Parties.** Each party to this Lease represents and warrants to the other that the person executing this Lease on behalf of such party has the authority to enter into this Lease on behalf of such party, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against such party.

k. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

36. **EXHIBITS AND RIDERS.** The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Floor Plan Outline of the Premises
Exhibit B: Legal Description of the Property
Exhibit C: Work Letter

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

☒ Rent Rider
☐ Arbitration Rider
☐ Letter of Credit Rider
☐ Guaranty of Tenant's Lease Obligations Rider
☒ Parking Rider
☐ Option to Extend Rider

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☐ Rules and Regulations

37. **AGENCY DISCLOSURE.** At the signing of this Lease, Landlord is represented by Ann Bishop and Tom Gockel with Wallace Properties, Inc. (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker"), and Tenant is represented by None (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

    This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord's Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents, Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on the attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

38. **COMMISSION AGREEMENT.** If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

    ☐ $ _____
    ☐ _____ % of the gross rent payable pursuant to the Lease
    ☐ $ _____ per square foot of the Premises
    ☒ Other Per separate agreement

    Landlord's Broker ☐ shall ☒ shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Term pursuant to any right reserved to Tenant under the Lease calculated ☐ as provided above or ☐ as follows _____ (if no box is checked, as provided above). Landlord's Broker ☐ shall ☒ shall not (shall not if not filled in) be entitled to a commission upon any expansion of Premises pursuant to any right reserved to Tenant under the Lease, calculated ☐ as provided above or ☐ as follows _____ (if no box is checked, as provided above).

    With respect to any commission earned upon execution of this Lease or pursuant to any expansion of the Premises, Landlord shall pay one-half upon execution of the Lease or any amendment/addenda thereto expanding the Premises, and one-half upon occupancy of the Premises by Tenant. With respect to any commission earned upon extension of the Term of this Lease, Landlord shall pay one-half upon execution of any amendment/addenda to the Lease extending the Term and one-half upon the commencement date of such extended term. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, $ 0.00 or Zero (0) % (complete only one) of any commission paid to Landlord's Broker, within 5 days after receipt by Landlord's Broker.

    If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord ☐ shall ☒ shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay

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any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

39. **BROKER PROVISIONS.**

LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES; THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE; LANDLORD'S OR TENANT'S FINANCIAL STANDING; ZONING; COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS; SERVICE OR CAPACITY OF UTILITIES; OPERATING COSTS; OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

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IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD:	TENANT:
LANDLORD:	TENANT:
Jeanne Anderson BY:	BY:
Managing Member ITS:	ITS:

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STATE OF WASHINGTON

COUNTY OF King

This record was acknowledged before me on _____ , 20 21 , by Jeanne Anderson

as Managing Member of Howdy Partners III, L.P. .

_____
Notary Public for the State of Washington

My commission expires: _____

STATE OF WASHINGTON

COUNTY OF _____

This record was acknowledged before me on _____ , 20 ___ , by _____

as _____ of _____ .

_____
Notary Public for the State of Washington

My commission expires: _____

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STATE OF WASHINGTON

COUNTY OF _____

This record was acknowledged before me on _____ , 20 ___ , by _____

as _____ of _____ .

_____
Notary Public for the State of Washington

My commission expires: _____

STATE OF WASHINGTON

COUNTY OF _____

This record was acknowledged before me on _____ , 20 ___ , by _____

as _____ of _____ .

_____
Notary Public for the State of Washington

My commission expires: _____

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EXHIBIT A

[Outline of the Premises]

Suite C
Dimensions are approximate and subject to Tenant's verification.

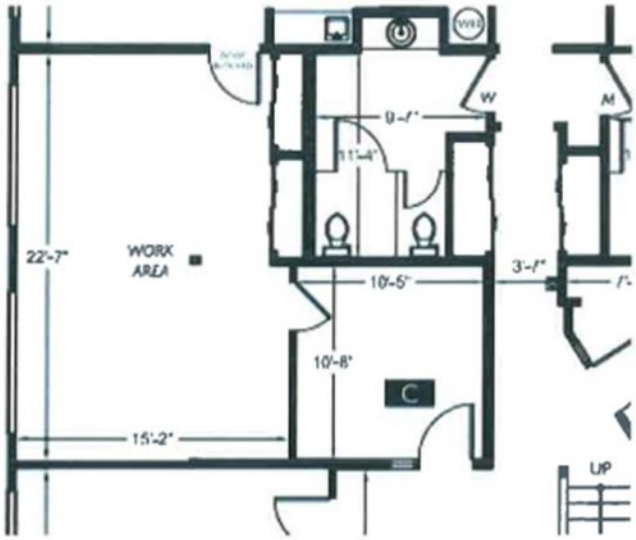

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EXHIBIT B

[Legal Description of the Property]

Parcel A:
Parcel A-2 of City of Kirkland Short Plat No. SS-80-48, recorded October 1, 1980 under recording no. 8010010668, in King County, Washington.

Parcel B:
An easement for ingress, egress, parking and utilities as delineated on City of Kirkland Short Plat No. SS-80-49, recorded October 1, 1980 under recording no. 8010010688, in King County, Washington.

Tax Parcel Number(s): 082505-9312-02

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EXHIBIT C

[Work Letter]

CHECK IF APPLICABLE:

1. ☒ **Improvements to be Completed by Landlord**

A. Performance of Improvements. Subject to the terms and conditions of this Lease and any Improvement Allowance provided herein, Landlord's obligations to improve the Premises shall be limited to the work ("Landlord's Work") described below. All other work shall be performed by Tenant at its sole expense or, if performed by Landlord, shall be promptly reimbursed by Tenant. Landlord's Work shall be deemed to be "substantially complete" on the date that Landlord's notifies Tenant that Landlord's Work is complete, except for punch list items that do not impair the use or operations thereof, would not prevent Tenant from occupancy and/or performing Tenant's Work, and except for that portion of Landlord's Work, if any, which cannot be feasibly performed before Tenant completes Tenant's Work, fixturing, or decorating.

The work to be done by Landlord in satisfying its obligation to complete Landlord's Work under the Lease shall be limited to the following (check one):

☒ As identified below (check and describe all that apply);

☐ FLOOR: _____
☐ WALLS: _____
☐ CEILING: _____
☐ LIGHTING: _____
☐ WASHROOM(S): _____
☐ ELECTRICAL: _____
☐ HVAC: _____
☒ OTHER: Landlord shall deliver Premises "as is" in normal janitorial-clean condition with all systems in good working order.

☐ As mutually agreed upon between Landlord and Tenant as follows:

a. Within _____ days (ten (10) days if not filled in) after mutual acceptance of the Lease, Tenant shall prepare and submit for Landlord's review a preliminary sketch of the improvements to be performed by Landlord ("Preliminary Landlord Plan"). Landlord and Tenant shall cooperate in good faith to adopt a mutually acceptable Preliminary Landlord Plan.

b. Upon Landlord's approval of the Preliminary Landlord Plan, Landlord shall promptly prepare (or cause to be prepared) construction documents (i.e., those plans used for submittal to the appropriate governmental bodies for all necessary permits and approvals for Landlord's Work, if any) for Tenant's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, The construction documents, once approved, shall then constitute "Landlord's Improvement Plans."

c. Landlord shall submit the Landlord's Improvement Plans to the appropriate governmental body for plan checking and issuance of necessary permits and approvals, as applicable. Landlord and Tenant shall cooperate and use commercially reasonable efforts to cause to be made any changes in the Landlord's Improvement Plans necessary to obtain such permits and approvals; provided, however, any costs and expenses resulting from the foregoing changes to Landlord's Work that exceed the Improvement Allowance shall be borne at Tenant's sole cost and expense.

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B. Defects in Landlord's Work. If Tenant fails to notify Landlord of any defects in the Landlord's Work within 30 days of delivery of possession of the Premises to Tenant, Tenant shall be deemed to have accepted the Premises in their then-existing condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until after Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

2. ☐ **Improvements to be Completed by Tenant**

A. Performance of Improvements. Subject to the terms and conditions of the Lease and any Improvement Allowance provided herein, Tenant shall complete, at its sole cost and expense, the work identified in the Tenant Improvement Plans (as such term is defined below) adopted by Landlord and Tenant in accordance with the provisions below ("Tenant's Work"). Tenant's Work shall be performed lien free and in a workmanlike manner, without interference with other work, if any, being done in the Premises or Property, including any of Landlord's Work, and in compliance with all laws and reasonable rules promulgated from time to time by Landlord, its property manager, architect, and contractors.

The work to be done by Tenant in satisfying its obligation to complete Tenant's Work under the Lease shall be limited to the following (check one):

☐ As identified below (check and describe all that apply);

☐ FLOOR: _____
☐ WALLS: _____
☐ CEILING: _____
☐ LIGHTING: _____
☐ WASHROOM(S): _____
☐ ELECTRICAL: _____
☐ HVAC: _____
☐ OTHER: _____

☐ As mutually agreed upon between Landlord and Tenant as follows:

a. Within _____ days (ten (10) days if not filled in) after mutual acceptance of the Lease, Tenant shall prepare and submit for Landlord's review a preliminary sketch of the Tenant Improvements ("Preliminary Tenant Plan"). Landlord and Tenant shall cooperate in good faith to adopt a mutually acceptable Preliminary Plan.

b. Upon approval of the Preliminary Tenant Plan by Landlord, Tenant shall promptly prepare construction documents (i.e., those plans used for submittal to the appropriate governmental bodies for all necessary permits and approvals for the Tenant's Work, if any) for Landlord's review and approval. The construction documents, once approved, shall then constitute the "Tenant Improvements Plans."

c. Upon approval by Landlord, Tenant shall submit the Tenant Improvements Plans to the appropriate governmental body for plan checking and issuance of necessary permits and approvals. Tenant, with Landlord's approval, shall cause to be made any changes in the Tenant Improvements Plans necessary to obtain such permits and approvals.

d. Landlord makes no warranty or representation of any type or nature with respect to the adequacy

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or sufficiency of the Tenant Improvements Plans for any purpose. Landlord makes no warranty or representation of any type or nature with respect to the quality, suitability, or ability of contractor or the quality of the work or materials supplied or performed with respect to the Tenant Improvements by contractor, the subcontractors, Tenant's agents, or any other person or entity.

B. General Requirements. Tenant shall submit to Landlord, prior to the commencement of the construction of Tenant's Work, the following information for Landlord's review and approval (check all that apply):

☐ The names, contact names, addresses, and license numbers of all general contractors and subcontractors Tenant intends to use in the construction of Tenant's Work.

☐ A reasonably detailed schedule for Tenant's performance of Tenant's Work (including, without limitation, the date on which Tenant's Work will commence, the estimated date of completion of Tenant's Work, and the date on which Tenant expects to open for business in the Premises).

☐ Evidence of insurance as required in the Lease and any other insurance usual and customary for performance of Tenant's Work and requested by Landlord.

☐ Copies of all required governmental permits.

C. Contractor Qualifications. All contractors and subcontractors to perform Tenant's Work shall be licensed contractors, capable of performing quality workmanship and working in harmony with Landlord's general contractor in the Building, if any. Upon notice from Landlord, Tenant shall stop using (or cause contractor or any subcontractor to stop using) any person or entity disturbing labor harmony with any work force or trade engaged in performing Tenant's Work or other work, labor, or services in or about the Building. All work shall be coordinated with any on-going construction work on the Building. Landlord shall have the right to disapprove, in Landlord's reasonable discretion, any contractor or subcontractor which Tenant desires to engage for Tenant's Work.

3. **Improvement Allowance**

Provided there is no uncured Event of Default by Tenant under the Lease, upon completion of Landlord's Work or Tenant's Work, as applicable, Landlord shall provide an allowance ("Improvement Allowance") toward the costs and expenses associated with improvements to the Premises in accordance with the following (check one):

☐ $ _____ per rentable square foot of the Premises. The Improvement Allowance shall be used only for (choose one): ☐ Landlord's Work, or ☐ Tenant's Work, excepting _____ . If costs associated with completing Tenant's Work exceed the Improvement Allowance, or if any costs of Tenant's Work are not to be paid out of the Improvement Allowance, then the excess or excluded amount shall be paid directly by Tenant.

☐ None; Tenant shall be obligated to pay all costs, expenses and fees associated with completing the Tenant's Work in accordance with the Tenant Improvement Plans.

☐ None; Landlord shall be obligated to pay all costs, expenses and fees associated with completing the Landlord's Work in accordance with the Landlord Improvement Plans, however, excepting any costs related to Tenants' furniture, cabling, fixtures and equipment, Signage, design services, and _____ , and in no event in an amount exceeding $ _____ .

4. ☐ **Removal of Improvements/Surrender.** The following scope of Tenant's Work (check one):

☐ shall become the property of Landlord

☐ shall be removed by Tenant at its sole cost and expense

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330 112th Ave NE Ste #200
Bellevue, WA 98004
Phone: 425-455-9976
Fax: 425-646-3374

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LEASE AGREEMENT
(Multi -Tenant - Modified Gross (Base Year) Lease)

upon the expiration or earlier termination of the Lease Term: _____ .

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RENT RIDER

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This Rent Rider ("Rider") is a part of and incorporated by this reference into that certain Lease Agreement dated _____, 20 21 ("Lease") between Howdy Partners III, L.P. , a(n) limited partnership ("Landlord") and City of Kirkland , a(n) _____ ("Tenant"), as the same may be amended, concerning the commercial space commonly known as _____ ("Premises"), which Premises are part of the real property located at 10829 NE 68th St (Longhouse Offices) , Suite C , Kirkland , WA 98033 and commonly known as _____ ("Property").

☒ **1. BASE MONTHLY RENT SCHEDULE.** Tenant shall pay to Landlord base monthly rent during the initial Lease Term according to the following schedule:

Lease Year (Stated in ~~Years or~~ Months)	Base Monthly Rent Amount
01 - 12: May 1, 2021 - April 30, 2022	$ 1,586.75
13 - 24: May 1, 2022 - April 30, 2023	$ 1,634.83
25 - 27: May 1, 2023 - July 31, 2023	$ 1,634.83
_____	$ _____
_____	$ _____
_____	$ _____

☐ **2. CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT.** The base monthly rent shall be increased on the first day of the second year of the Term, which shall occur on the first day of the calendar month after the calendar month in which the Commencement Date occurs and on the first day of each year of the Term thereafter (each, an "Adjustment Date") (but not during any extended or renewal term(s) unless specifically set forth elsewhere in the Lease or set forth in this Rent Rider below). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100)(the "Index"). The base monthly rent payable immediately prior to the applicable Adjustment Date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in base rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased base rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date, or if the Index is discontinued during the Lease term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent be decreased pursuant to this paragraph.

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RENT RIDER

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☐ **3. EXTENDED TERM BASE MONTHLY RENT SCHEDULE.** Tenant shall pay to Landlord base monthly rent during the Extended Term of the Lease commencing upon (check one): ☐ the date that is _____ months following the Commencement Date of the initial Term, or ☐ _____ , 20 __ , as follows (choose one):

☐ As set forth in the Option to Extend Rider attached to the Lease

☐ **BASE MONTHLY RENT SCHEDULE.** Tenant shall pay to Landlord base monthly rent during the Extended Term of the Lease according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

☐ **CONSUMER PRICE INDEX ADJUSTMENT ON EXTENDED TERM BASE MONTHLY RENT.** The base monthly rent shall be increased on the first day of the first year of the Extended Term of the Lease and on the first day of each year of the Extended Term of the Lease thereafter (each, an "Adjustment Date"). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) (the "Index"). The base monthly rent payable immediately prior to the applicable Adjustment Date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in base rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased base rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date of the Extended Term, or if the Index is discontinued during the Extended Term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent for the Extended Term be decreased pursuant to this paragraph.

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PARKING RIDER

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This Parking Rider ("Rider") is made part of and incorporated by this reference into that certain Lease Agreement dated _____, 20 21 ("Lease") between Howdy Partners III, L.P. , a(n) limited partnership ("Landlord") and City of Kirkland , a(n) _____ ("Tenant"), as the same may be amended, concerning the leased commercial space commonly known as _____ (Premises"), which Premises are part of the real property located at 10829 NE 68th St (Longhouse Offices) Suite C , Kirkland , WA 98033 and commonly known as _____ ("Property").

1. Tenant's Parking Rights. Tenant's right to park on the Property shall be in accordance with the following (check one):

☐ Tenant shall be entitled to use and rent parking stalls on the Property or other parking area designated by Landlord from time to time on a (check one) ☐ reserved, or ☐ unreserved, first-come, first-served (unreserved, if neither box checked) basis at the monthly rate established by Landlord from time to time, plus all applicable taxes, which monthly charge and applicable taxes shall be payable by Tenant as Additional Rent under the Lease. Tenant shall comply with the reasonable rules and regulations which Landlord and/or its parking operator may adopt from time to time for the safe and orderly operation of the parking areas, including without limitation, with respect to any Common Areas as further provided in the Lease. If parking is on a reserved basis, Landlord shall have no obligation to monitor the use of parking spaces designated as reserved for Tenant's use, to tow cars, or to ensure that such parking spaces are available for use by Tenant; provided that Landlord will take reasonable efforts to enforce such reserved parking if Tenant is unable to use and access the same during normal business hours for a period of five (5) consecutive business days, provided further that Landlord shall incur no out of pocket expense in doing so and such lack of parking access shall not constitute a default hereunder. If parking is on an unreserved basis, in no event shall Tenant use more spaces than the number derived by applying Tenant's Pro Rata Share (as defined in the Lease) to the total number of unreserved spaces in the parking area or areas designated by Landlord from time to time. The parking rights granted to Tenant under this Rider are non-assignable and shall automatically be deemed null and void upon any Transfer (as such term is defined in the Lease) of the Lease.

☒ **Free Parking.** TENANT SHALL BE PROVIDED TWO (2) ADJACENT RESERVED STALLS TO PARK A SINGLE AMBULANCE. Tenant shall be entitled to share parking on a first-come, first-served basis, in common with other tenants and occupants of the Building and Property in the designated parking areas at no charge. In no event shall Tenant use more spaces than the number derived by applying Tenant's Pro Rata Share (as defined in the Lease) to the total number of unreserved spaces in the parking area or areas designated by Landlord from time to time. Tenant shall comply with the terms of the Lease, this Rider, and any reasonable rules and regulations adopted by Landlord from time to time for the safe and orderly sharing of parking, including without limitation, with respect to any Common Areas.

☐ **No Parking.** Tenant's rights under the Lease do not include the right to park on the Property.

2. Miscellaneous. For purpose of this Rider, only, the term "Tenant" shall include Tenant and Tenant's employees, officers, contractors, licensees, agents, and invitees, except as follows: _____ . Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Property's parking facilities at any time and to institute valet parking and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under the Lease, from time to time, close-off or restrict access to the Property's parking facilities for purposes of permitting or facilitating any such construction, alteration or improvements. Tenant's continued right to use the parking spaces is conditioned upon Tenant abiding by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facilities, including any sticker or other identification system established by

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Landlord, Tenant's reasonable cooperation in ensuring that Tenant's employees, officers, contractors, licensees, agents, and invitees also comply with such rules and regulations, and Tenant not being in default under this Lease.

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CITY OF KIRKLAND
Planning and Building Department
123 Fifth Avenue, Kirkland, WA 98033
www.kirklandwa.gov

MEMORANDUM

To: City Council

From: Adam Weinstein, AICP, Director of Planning and Building
Dawn Nelson, Planning Manager

Date: April 21, 2021

Subject: 9040 NE JUANITA DRIVE CONDITIONAL CERTIFICATE FOR MULTIFAMILY PROPERTY TAX EXEMPTION, FILE HSG21-00126

RECOMMENDATION

It is recommended that the City Council approve the enclosed resolution as part of the consent agenda, authorizing the Planning and Building Director to:

- Enter into a contract with AL-ASR, LLC for a potential multifamily housing property tax exemption (Exhibit A to the Resolution); and
- Issue a conditional certificate of acceptance of tax exemption.

BACKGROUND DISCUSSION

The Multifamily Housing Property Tax Exemption (MFTE) is one of two parts of the incentive offered by the City of Kirkland to market rate housing developers to offset the cost of the inclusion of affordable housing units within their developments. The City Council adopted the affordable housing requirement, where at least 10 percent of new housing units in most multifamily and mixed-use developments must be affordable, with an aggressive level of affordability required for rental units at 50% of King County median income. This provides ten percent of multifamily housing units that are significantly more affordable than new market rate units, which typically have rents only affordable to those who earn at least 80% of median income, and often much more. The tax exemption is granted for eight years, while the affordability requirement remains in perpetuity.

The other incentive element created by the City is an increase in development capacity, which is accomplished through increases in height or density as written into the zoning regulations for multifamily and mixed-use zones. In zoning districts where affordable housing is not required, the MFTE remains as an incentive to encourage the creation of affordable housing, with relaxed but still significant affordability levels required.

The City's inclusionary zoning program has been in place since 2010 and has resulted in the construction of 112 units of affordable housing and payment of $6.3 million into an in-lieu fund,

with another 140 affordable units under construction, and 560 affordable units in the development pipeline. To date, MFTE has been used ten times: twice in voluntary situations in the North Rose Hill Business District, once in the Central Business District, and seven times as a part of projects where affordable housing was required.

The MFTE regulations allow applicants of projects that include a minimum of four new multifamily units in defined geographic areas to request an exemption from ad valorem taxes (i.e., property taxes levied on real estate) on the residential improvement value in exchange for providing affordable housing. The City allows an eight-year exemption if at least 10 percent of the units in a project are affordable, and a twelve-year exemption if at least 20 percent of the units are affordable. While the tax exemption ends after the prescribed period, the affordability requirement remains in perpetuity. The length of the exemption is established by Revised Code of Washington (RCW) 84.14. The current regulations are included in Kirkland Municipal Code (KMC) 5.88. Additional background information about the financial implications of the program is available in the June 7, 2011 City Council presentation.

Over the next few months, staff plans to gather more information about the efficacy of the MFTE program in fostering the production of new affordable housing units and will evaluate options for modification to the existing program.

9040 NE Juanita Drive MFTE

The 9040 NE Juanita Drive Apartment project, located at the intersection of NE Juanita Drive and NE 116th Place, is a 12-unit multifamily residential apartment development (see Attachments 1 and 2). The project includes all two-bedroom units ranging in size from 1,156 square feet to 1,448 square feet. The allowed density on the property is eight units, which would have required one affordable unit and two bonus units. The developer wanted to build a total of 12 units and was allowed to do so with the provision of two affordable units. The affordable units are required to be affordable to those who earn no more than 50% of King County median income. The affordability required in exchange for the tax exemption must remain for the life of the project and is secured by the agreements attached to the contract. The tax relief provided is from the ad valorem taxes on all of the residential improvement value on the property for eight years. Taxes are still collected on the land and any non-residential improvements.

The process for approving an MFTE includes the following steps:

- Review and approval of application for conditional certificate for tax exemption by the Planning and Building Director – *completed on April 7, 2021*

- Approval of resolution to enter into contract with City – *pending action by City Council on May 4, 2021*

Actions to occur following approval of the resolution:

- Execution of contract and issuance of conditional certificate of acceptance of tax exemption

- Recording of covenant that addresses long term affordability requirements (Exhibit D to contract)

- Upon completion of construction, submittal of initial compliance report and request for final certificate for tax exemption and review by Planning and Building Director;

- If the Director determines that the project has met all requirements of Chapter 5.88 KMC, Chapter 84.14 RCW, and the contract, issuance of final certificate of tax exemption and filing with the King County Assessor;

- Submittal of annual compliance report by property owner containing at a minimum the following:

  a. A statement of the occupancy and vacancy of the Multifamily Housing units during the previous year;
  b. A statement that the Multifamily Housing has not changed use since the date of filing of the Final Certificate;
  c. A statement that the Multifamily Housing continues to be in compliance with this Agreement and the requirements of Chapter 5.88 KMC;
  d. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification;
  e. A statement of the change in ownership of all or any part of the property since the Final Certificate was filed; and
  f. Information and documentation sufficient to demonstrate, to the satisfaction of the Director, compliance with the affordability requirements of KMC 5.88.090 and this Agreement, which shall, at minimum, include the following:

     (1) Identification of each Affordable Unit, and any substitution of Affordable Units during the previous year, and for each Affordable Unit, the current Household Income limits and maximum allowed rent.
     (2) For each Affordable Unit that was initially occupied or that had a change of tenancy during the previous year, the date of each tenant's initial occupancy, the household size and Household Income of each tenant household at initial occupancy, and the rent charged at initial occupancy.
     (3) For each Affordable Unit that was occupied by the current tenant prior to the previous year, the date of each tenant's initial occupancy, the tenant's current Household Income, the tenant's Household Income at initial occupancy, and current contract rent.

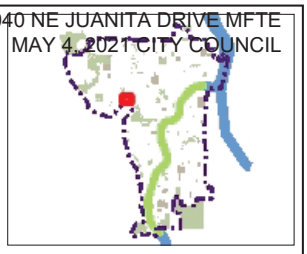
ATTACHMENTS

1. Vicinity Map
2. 9040 NE Juanita Drive Site Plan

ATTACHMENT 1

City of Kirkland GIS

9040 NE JUANITA DRIVE MFTE
MAY 4, 2021 CITY COUNCIL



Legend

- Address
  - Other Address
  - Current Address
  - Current ADU
  - Pending Address
- City Limits
- Grid
- QQ Grid
- Cross Kirkland Corridor
- Regional Rail Corridor
- Streets
- Parcels
- Buildings
- Lakes
- Parks
- Schools
- Olympic Pipeline Corridor

1: 2,282

Notes

380.4 0 190.18 380.4 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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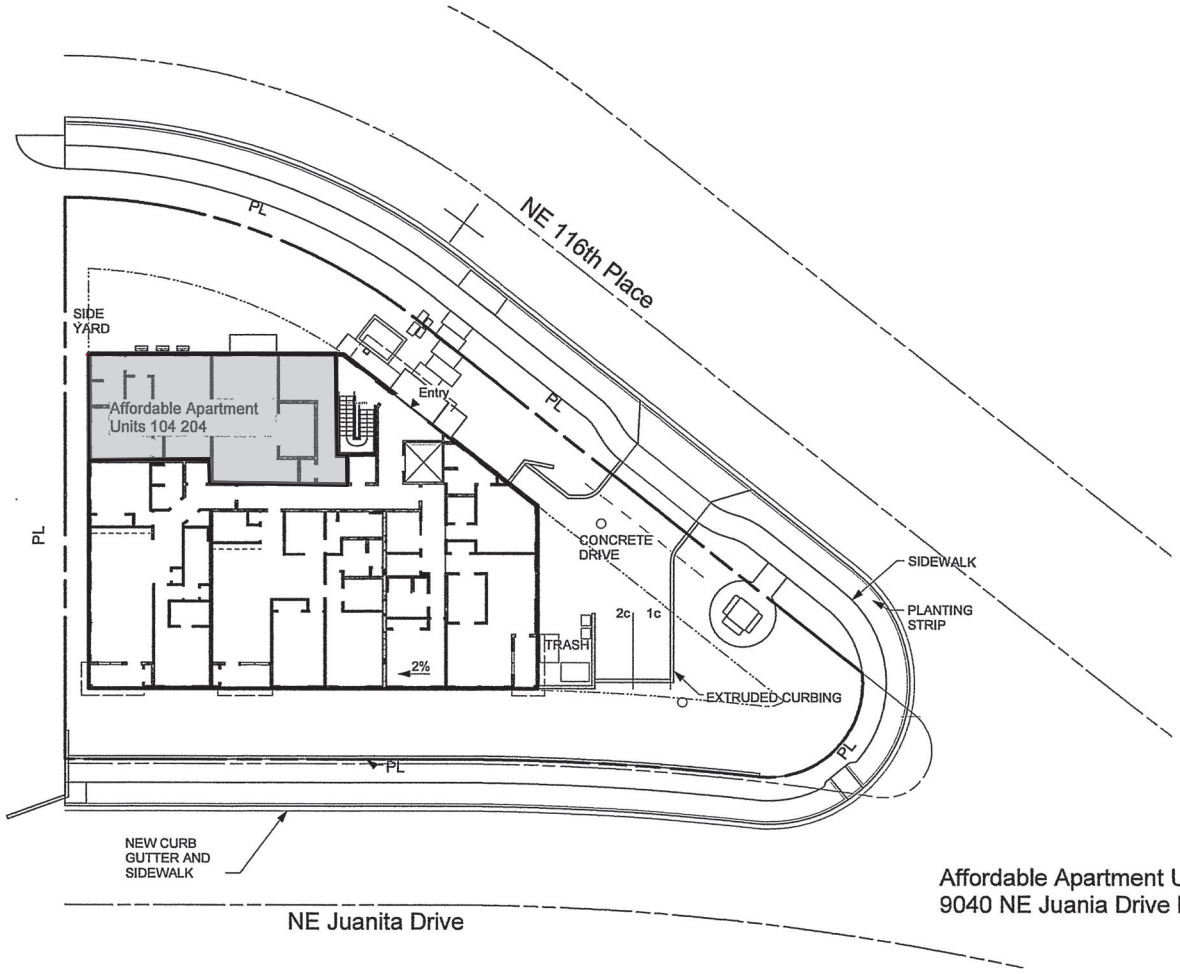
ATTACHMENT 2
9040 NE JUANITA DRIVE MFTE
MAY 4, 2021 CITY COUNCIL



Affordable Apartment Unit Site Plan
9040 NE Juania Drive Kirkland WA

RESOLUTION R-5476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A CONTRACT WITH AL-ASR, LLC, REGARDING A POTENTIAL MULTIFAMILY HOUSING PROPERTY TAX EXEMPTION, AND APPROVING THE ISSUANCE OF A CONDITIONAL CERTIFICATE OF TAX EXEMPTION.

WHEREAS, AL-ASR, LLC, has applied for a limited property tax exemption as provided for in Chapter 84.14 RCW and Chapter 5.88 KMC for multifamily residential rental housing ("Multifamily Housing") in the Juanita Residential Targeted Area, and the Director of Planning and Building has approved the application; and

WHEREAS, AL-ASR, LLC has submitted to the City preliminary site plans and floor plans for twelve (12) units of new Multifamily Housing to be constructed on property situated at 9040 NE Juanita Drive, Kirkland, Washington; and

WHEREAS, the Director has determined the multifamily housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager or designee is authorized and directed to execute on behalf of the City of Kirkland, an agreement substantially similar to that attached as Exhibit "A", which is entitled "Multifamily Housing Limited Property Tax Exemption Agreement" and to issue a Conditional Certificate of Acceptance of Tax Exemption.

Passed by majority vote of the Kirkland City Council in open meeting this _____day of _____, 2021.

Signed in authentication thereof this ____ day of _____, 2021.

_____
Penny Sweet, Mayor

Attest:

_____
Kathi Anderson, City Clerk

MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT

9040 NE Juanita Drive

THIS CONTRACT, entered into this _____ day of _____, _____, between the City of Kirkland, a State of Washington municipal corporation ("City") and AL-ASR, LLC ("Applicant"), and incorporated attachments and exhibits, contains all terms and conditions agreed to by the City and the Applicant to undertake the activities described herein.

RECITALS

1. Applicant has applied for a limited property tax exemption as provided for in Chapter 84.14 of the Revised Code of Washington (RCW) and Chapter 5.88 of the Kirkland Municipal Code (KMC) for multifamily residential rental housing ("Multifamily Housing") in the Juanita Residential Target Area, and the City's Director of Planning and Building ("Director") has approved the application; and

2. Applicant has submitted to the City preliminary site plans and floor plans for new Multifamily Housing to be constructed as part of a twelve-unit project ("Project") on property situated at 9040 NE Juanita Drive in Kirkland, Washington ("Property), and as more particularly described in **Exhibit A** which is attached hereto, and incorporated by reference herein; and

3. Applicant is the owner of the Property; and

4. No existing rental housing building that contained four (4) or more occupied dwelling units was demolished on the Property within eighteen (18) months prior to Applicant's submission of its application for limited property tax exemption; and

5. The City has determined that the Multifamily Housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption ("Final Certificate").

6. This Contract is entered into pursuant to City Council action taken on May 4, 2021.

NOW, THEREFORE, in consideration of the mutual promises herein, City and Applicant do mutually agree as follows:

1. Definitions.

a. Words and terms capitalized in this Contract, unless explicitly defined in this Contract, shall have the meanings ascribed them by Chapter 5.88 KMC as of the date this Contract was executed or as they are hereafter amended.

b. "Eligible Household." One or more adults and their dependents, which adults certify that their household income does not exceed the applicable percent of the King County Median Income given in Section 4.a. of this Contract.

c. "King County Median Income." The median family income for the Seattle-Bellevue, WA HUD Metro FMR Area as most recently determined by the Secretary of Housing and Urban Development ("HUD") under Section 8 of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median family income figures for King County, the City may estimate the King County Median Income in such manner as the Director shall determine.

2. Conditional Certificate of Acceptance of Tax Exemption.

City agrees, upon execution of this Contract following approval by the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption ("Conditional Certificate"), which Conditional Certificate shall expire three (3) years from the date of approval of this Contract by the Council, unless extended by the Director as provided in KMC 5.88.070.

3. Agreement to construct Multifamily Housing.

a. Applicant agrees to construct the Project on the Property, including the Multifamily Housing, substantially as described in the site plans, floor plans, and elevations attached hereto in **Exhibit B**, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, including the design review process. In no event shall Applicant provide fewer than four new dwelling units designed for permanent residential rental or ownership occupancy, nor shall permanent residential housing comprise less than fifty percent (50%) of the gross floor area of the Project constructed pursuant to this Contract.

b. Applicant agrees to construct the Project on the Property, including the Multifamily Housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in Titles 21, 22, 23, and 25 KMC or other applicable law. Applicant further agrees that approval of this Contract by the City Council, its execution by the Director, or issuance of a Conditional Certificate by the City pursuant to KMC 5.88.060 in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of Titles 21, 22, 23, and 25 KMC or other applicable law or obligates the City to approve proposed improvements.

c. Applicant agrees that the Multifamily Housing will be completed within three years from the date of approval of this Contract by the Council, unless extended by the Director for cause as provided in KMC 5.88.070.

4. Agreement to provide affordable housing.

Applicant agrees to provide two dwelling units ("Affordable Units") for rent, reserved for occupancy by Eligible Households and having a monthly housing expense, including rent, one parking space, utilities or an applicable utility allowance, and other expenses required by the landlord as a condition of tenancy, that is no greater than thirty percent (30%) of the Income Level given in the table, adjusted for household size.

	Affordability Level	
	Percent of King County Median Income	
Unit Type	**50%**	**Total Units**
Studio	0	0
Open 1-bedroom	0	0
1-bedroom	0	0
2-bedroom	2	12
3-bedroom	0	0
Total	2	12

5. Location and design of Affordable Units – Affordability Covenant – Conversion.

a. The Affordable Units shall be those units indicated in **Exhibit C**. The Applicant may propose to change the particular units dedicated for the Affordable Units, provided that a total of two (2) units are designated for Affordable Units, and the same unit mix and minimum sizes of Affordable Units is maintained. The Applicant shall request in writing the City's approval of any proposed change to the units dedicated for the Affordable Units. The City will review the proposed changes and shall base its approval or disapproval of the proposed changes upon the criteria set forth in this section.

b. The exterior designs of the Affordable Units are to be compatible and comparable with the market rate units. The interior finish of the Affordable Units shall at a minimum include standard features and result in a totally finished and livable home.

c. Prior to issuing a certificate of occupancy, an agreement in a form acceptable to the city attorney ("Covenant") and substantially in the form of **Exhibit D** that addresses price restrictions, Eligible Household qualifications, long-term affordability, and any other applicable topics of the Affordable Units shall be recorded with the King County recorder's office. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the Applicant. Affordable Units that are provided under this section shall remain as affordable housing for the life of the .

d. In the event 9040 NE Juanita Drive is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Applicant must submit to the City for its

approval a plan for preserving the Affordable Units. The City can consider options which would convert the Affordable Units to owner-occupied Affordable Units. In the event a condominium conversion occurs during the period of the property tax exemption and owner-occupied Affordable Units are provided at the affordability levels as defined in KMC 5.88.020(a) or that have such other comparable level of affordability as provided for in the city's affordable housing multifamily tax exemption incentive program, as regulated through Chapter 112 of the Kirkland Zoning Code, per Section 6 of this Contract, the Affordable Units will continue to be eligible for the property tax exemption for the balance of the exemption period or for the period of time the conversion allows, whichever is appropriate. The balance of the Project would no longer be eligible for the exemption, and City will not cancel the Final Certificate as provided in Section 11 of this Contract.

6. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption. The request shall be in a form approved by the City and directed to the City's Planning and Building Department and at a minimum include the following:

a. A statement of expenditures made with respect to the overall Project and the residential and non-residential portions of the Project.

b. A description of the completed work, including floor area of residential and non-residential area, and a statement of qualification for the exemption.

c. Documentation that the Multifamily Housing was completed within the required three-year period or any authorized extension and in compliance with the terms of this Contract.

d. Information regarding Applicant's compliance with the affordability requirements in KMC 5.88.090 and this Contract, which shall include the following:

(1) Identification of all Affordable Units, whether rented or held vacant to be rented by Eligible Households, the sizes of the Affordable Units, and the maximum rents and household incomes for each affordable unit at time of initial leasing;

(2) Rents (or offering rents, as applicable) for all Affordable Units;

(3) A copy of the application and income verification form used for rental of Affordable Units; and

(4) A copy of the form of lease or rental agreement to be used for Affordable Units; and

e. Any such further information that the Director deems necessary or useful to evaluate eligibility for the Final Certificate.

7. Agreement to Issue Final Certificate.

The City agrees to issue a Final Certificate granting a limited property tax exemption for a period of [eight or twelve] years, and to file said Final Certificate with the King County Assessor within forty (40) days of submission of all materials required by Paragraph 6, if Applicant has:

a. Successfully completed the Multifamily Housing in accordance with the terms of this Contract and Chapter 5.88 KMC;

b. Filed a request for a Final Certificate with the Director and submitted the materials described in Paragraph 6 above;

c. Paid to the City a fee in the amount necessary to cover the Assessor's administrative costs; and

d. Met all other requirements provided in Chapter 5.88 KMC for issuance of the Final Certificate.

8. Annual certification.

Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate of Tax Exemption and each year thereafter for the term of the Covenant, Applicant agrees to file a certification or declaration with the Director, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing at a minimum the following:

a. A statement of the occupancy and vacancy of the Multifamily Housing units during the previous year; and

b. A statement that the Multifamily Housing has not changed use since the date of filing of the Final Certificate; and

c. A statement that the Multifamily Housing continues to be in compliance with this Contract and the requirements of Chapter 5.88 KMC; and

d. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification; and

e. A statement of the change in ownership of all or any part of the property since the Final Certificate was filed; and

f. Information and documentation sufficient to demonstrate, to the satisfaction of the Director, compliance with the affordability requirements of KMC 5.88.090 and this Contract, which shall, at minimum, include the following:

(1) Identification of each Affordable Unit, any substitution of Affordable Units during the previous year and, for each Affordable Unit, the current Household Income limits and maximum allowed rent.

(2) For each Affordable Unit that was initially occupied or that had a change of tenancy during the previous year, the date of each tenant's initial occupancy, the household size and Household Income of each tenant household at initial occupancy, and the rent charged at initial occupancy.

(3) For each Affordable Unit that was occupied by the current tenant prior to the previous year, the date of each tenant's initial occupancy, the tenant's current Household Income, the tenant's Household Income at initial occupancy, and current contract rent.

9. No violations for duration of exemption.

For the duration of the exemption granted under Chapter 5.88 KMC, Applicant agrees that the Project and that portion of the Property on which the Project is constructed will have no violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in KMC Titles 21, 22, 23, and 25 or other applicable law for which the Planning and Building Department or its functional successor shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal, or another method that proves either compliance or that no violation existed, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director.

10. Notification of transfer of interest or change in use.

Applicant agrees to notify the Director within thirty (30) days of any transfer of Applicant's ownership interest in the Project or that portion of the Property on which the Project is constructed. Applicant further agrees to notify the Director and the King County Assessor within sixty (60) days of any change of use of any or all of the Multifamily Housing on the Property to another use. Applicant acknowledges that such a change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalties pursuant to State law.

11. Cancellation of exemption - Appeal.

a. The City reserves the right to cancel the Final Certificate if at any time the Multifamily Housing, the Project or that portion of the Property on which the Project is constructed no longer complies with the terms of this Contract or with the requirements of Chapter 5.88 KMC, or for any other reason no longer qualifies for an exemption.

b. If the exemption is canceled for non-compliance, Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this

paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and 5.88 KCW. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the Property on which the Project is constructed and attach at the time the portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

c. Upon determining that a tax exemption is to be canceled, the Director, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination in accordance with KMC 5.88.100(h).

12. Amendments.

No modification of this Contract shall be made unless mutually agreed upon by the parties in writing and unless in compliance with the provisions of KMC 5.88.065.

13. Binding effect.

The provisions, covenants, and conditions contained in this Contract are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

14. Governing and Applicable Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Contract shall be in King County Superior Court. Code sections from the RCW and the BCC referenced in this Contract shall refer to those in effect on the date of this Contract.

15. Audits and inspection of records.

Applicant understands and agrees that the City has the right to audit or review appropriate records to assure compliance with this Contract and Chapter 5.88 KMC and to perform evaluations of the effectiveness of the Multifamily Limited Property Tax Exemption program. Applicant agrees to make appropriate records available for review or audit upon seven days' written notice by the City.

16. Notices.

All notices to be given pursuant to this Contract shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

APPLICANT: Al-Asr, LLC
12040 98th Avenue NE #201
Kirkland, WA 98034
Attn: Eskander Mohazzabfar

CITY: City of Kirkland
Planning and Building Department
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
Attn: Director

With a copy to:

A Regional Coalition for Housing (ARCH)
16255 NE 87th Street, Suite A-3
Redmond, WA 98052

17. Severability.

In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract that can be given effect without the conflicting terms or clause, and to this end, the terms of the Contract are declared to be severable. However, if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in Chapter 84.14 RCW and Chapter 5.88 KMC, then this Contract shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

18. Exhibits.

The following exhibits are attached to this Contract and incorporated herein by this reference:

Exhibit A Legal Description
Exhibit B Project Site Plan
Exhibit C Designation of Affordable Units
Exhibit D Form of Declaration of Affordable Housing Covenants

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below.

THE CITY OF KIRKLAND	APPLICANT
_____	_____
Tracey Dunlap	Eskandar Mohazzabfar
Its: Deputy City Manager	Its: Partner

Approved as to Form

_____

City Attorney

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the CITY OF KIRKLAND, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ___ day of _____, 20___.

_____
Notary Public in and for the State of Washington.

Print Name_____

Residing at _____

My commission expires _____

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, corporation, who executed the foregoing instrument on behalf of the said corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, 20___.

_____
Notary Public in and for the State of Washington.

Print Name _____

Residing at _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

Tract 86, Juanita Point, a Residence Park, according to the plat thereof recorded in Volume 25 of Plats, page 27, in King County, Washington;

Except the southwesterly 15.94 feet thereof.

EXHIBIT B

PROJECT SITE PLAN

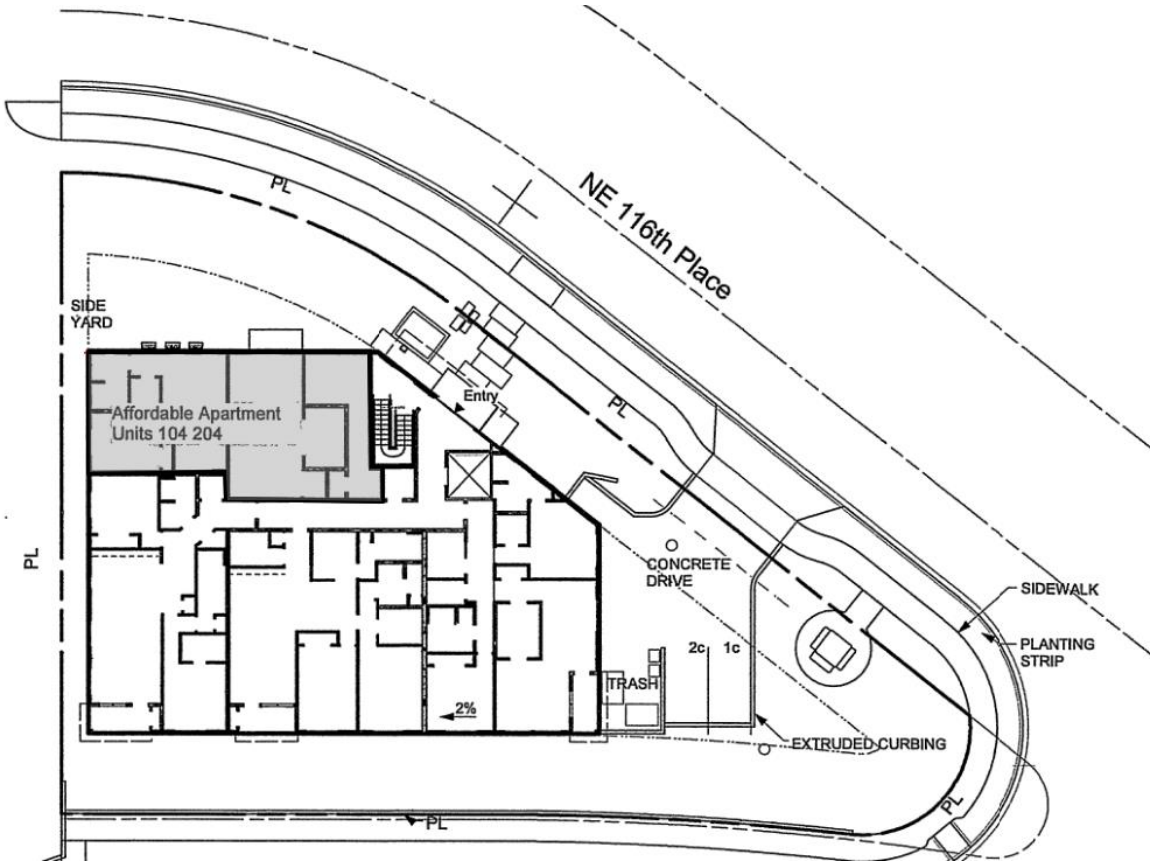


EXHIBIT C

DESIGNATION OF AFFORDABLE UNITS

Unit Number	Unit Type	Approx. Unit Size (sq ft)
104	2-bedroom	1025
204	2-bedroom	1025

EXHIBIT D

FORM OF DECLARATION OF AFFORDABLE HOUSING COVENANTS

Attached.

DECLARATION OF AFFORDABLE HOUSING COVENANTS

9040 NE Juanita Drive

SECTION 1 — DEFINITIONS AND INTERPRETATION
SECTION 2 — RESIDENTIAL RENTAL PROPERTY
SECTION 3 — AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS
SECTION 4 — REPORTING REQUIREMENTS
SECTION 5 — SECTION 8 CERTIFICATE HOLDERS
SECTION 6 — LEASE PROVISIONS
SECTION 7 — SALE OR TRANSFER OF THE PROJECT
SECTION 8 — TERM
SECTION 9 — NO DISCRIMINATION
SECTION 10 — COVENANTS RUN WITH LAND
SECTION 11 — ENFORCEMENT
SECTION 12 — SUBORDINATION, TERMINATION, RIGHTS RESERVED BY HUD
SECTION 13 — ESTOPPEL CERTIFICATE
SECTION 14 — AGREEMENT TO RECORD
SECTION 15 — RELIANCE
SECTION 16 — GOVERNING LAW
SECTION 17 — NO CONFLICT WITH OTHER DOCUMENTS
SECTION 18 — AMENDMENTS
SECTION 19 — NOTICES
SECTION 20 — MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT
SECTION 21 — SEVERABILITY
SECTION 22 — CONSTRUCTION
SECTION 23 — TITLES AND HEADINGS

EXHIBITS

"A" LEGAL DESCRIPTION OF PROPERTY
"B" DESIGNATION OF AFFORDABLE UNITS
"C" CERTIFICATE OF HOUSEHOLD ELIGIBILITY
"D" ANNUAL PROJECT CERTIFICATION

DECLARATION OF AFFORDABLE HOUSING COVENANTS
9040 NE Juanita Drive

THIS DECLARATION OF AFFORDABLE HOUSING COVENANTS (the "Covenant") is made and entered into as of this _____ day of _____, 20____, by and between the CITY OF KIRKLAND, a Municipal Corporation of the State of Washington (the "City"); and AL-ASR, LLC (the "Owner").

WITNESSETH:
This Covenant is predicated upon the following facts:

1) The Owner is the owner of property located at 9040 Juanita Drive in Kirkland, Washington. Owner intends to develop said property by constructing and renting 12 dwelling units (the "Project") subject to City approval and such other approvals by State and local agencies, as required.

2) The Owner's proposed Project shall include two (2) affordable rental units for Low-Income Households ("Eligible Households," as the term is defined below). Such affordable rental units shall be of such bedroom quantity and quality as are in proportion to the overall proportion of bedroom quantity and quality of all of the rental units in the Project.

3) The City finds that the Project will benefit the City by providing affordable rental housing for Eligible Households.

4) The Owner has indicated its willingness to accept certain conditions affecting the use of the Property. It is the purpose of this Covenant to set forth the conditions under which the City has approved the Project and to impose enforceable restrictions on the use and occupancy of the rental portion of the Project.

5) This Covenant is entered into pursuant to Chapter 112 of the Kirkland Zoning Code, which implements the Affordable Housing policies of the City.

6) Owner has applied for a limited property tax exemption for eight (8) years as provided for in Chapter 84.14 RCW and Chapter 5.88 KMC for multi-family residential rental housing ("Multifamily Housing") in the Juanita RMA 1.8 High Density Residential Area, and the Director of Planning and Building ("Director") has approved the application.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree as follows:

SECTION 1 — DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Affordable Rent" means a monthly housing expense, including Utilities or an applicable Utility Allowance for tenant-paid utilities, parking for a minimum of one car, and any expenses

required by the Owner as a condition of tenancy (including but not limited to renter's insurance, pest control, and sewer system capacity charges), that is no greater than thirty percent (30%) of the monthly King County Median Income level(s) for Eligible Households, as shown in the following table, as adjusted for Household Size. If a tenant pays for Utilities separately from rent, the Affordable Rent shall be reduced by the amount of the applicable Utility Allowance.

Affordable Rent Levels

	Percent of King County Median Income
Low Income	50%

"Affordable Units" means the two (2) units in the Project as selected by the Owner and as approved by the City or its Designee, as set forth in Exhibit B, and reserved for occupancy by Eligible Households pursuant to Section 3.

"City" means the City of Kirkland.

"Completion Date" means the date of the completion of the acquisition, construction, purchase, reconstruction and equipping, as the case may be, of the Project, as that date shall be certified as provided in Section 4.

"Covenant" means this Declaration of Affordable Housing Covenants between the City and the Owner.

"Designee" means A Regional Coalition for Housing ("ARCH") or such other agency as may be designated by the City in writing to the Owner. The City shall notify the Owner of any determination not to utilize ARCH as its Designee for purposes of this designation.

"Eligible Household" means one or more adults and their dependents, which adults certify that they meet the qualifications for eligibility set forth below in this definition, in Section 3.F. of this Covenant, and as set forth in the Certificate of Household Eligibility attached hereto as Exhibit C and incorporated by reference herein, and who certify that their Household Income does not exceed the applicable percent of the King County Median Income, as set forth in this definition and Section 3.F. of this Covenant, adjusted for Household Size.

Maximum Household Income at Initial Occupancy

Income Level	**Percent of King County Median Income**
Low-Income Households	50%

"Household Income" means all income from all household members over the age of 18 residing in the household. Income consists of those items listed in **Exhibit C**, Certificate of Household Eligibility (e.g. wages, interest income, etc.). Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward Household Income.

"Household Size" means the average household size assumed for purposes of calculating Affordable Rents as follows:

UNIT TYPE	ASSUMED HOUSEHOLD SIZE
Studio	1 Person
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedroom	4.5 Persons

"King County Median Income" means the median family income for the Seattle-Bellevue, WA HUD Metro FMR Area as most recently determined by the Secretary of Housing and Urban Development ("HUD") under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median family income figures for King County, the Director may estimate the King County Median Income in such manner as the Director shall determine.

"Lender" means HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or another party acquiring such loan upon foreclosure of a deed of trust or mortgage ("Deed of Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC; or an institutional third-party lender or investor.

"Owner" means Al-Asr, LLC and its successors and assigns, and any surviving, resulting or transferee entity.

"Owner Representative" means the person or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certification furnished to the City or its Designee, containing a specimen signature of such person or persons and signed by the Owner or on behalf of the Owner by a duly authorized representative of the Owner.

"Project" means the building, structures and other improvements to be constructed on the Property, and all equipment, fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

"Property" means the real property which will be devoted to the Project as more particularly described in Exhibit A which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

"Property Tax Exemption Contract" means that agreement titled Multifamily Housing Limited Property Tax Exemption Contract between the City and Owner dated _____.

"Qualified Project Period" means for the life of the Project.

"Utilities" means basic residential utility services, including heat, gas, electricity, water, sewer, and solid waste and recycling services, but excluding sewer system capacity charges and telephone, internet, and television services.

"Utility Allowance" means a deduction to Affordable Rent, established by the City or its Designee, for tenant-paid Utilities.

SECTION 2 — RESIDENTIAL RENTAL PROPERTY

A. General Description. The Owner will acquire and construct the Project for purposes of providing Multifamily Housing and the Owner shall own, manage, and operate (or cause the management and operation of) the Project to provide Multifamily Housing comprising a building or structure or several inter-related buildings or structures, each consisting of more than one dwelling unit and facilities functionally related and subordinate thereto, and no other facilities. As used herein facilities functionally related and subordinate to the Project shall include facilities for use by the tenants, including, for example, recreational facilities, parking areas, and other facilities which are reasonably required for the Project, for example, heating and cooling equipment, trash disposal equipment, or units of resident managers or maintenance personnel. The multi-family rental housing shall be scheduled to be completed within three (3) years from the date of City approval of the application for multi-family housing property tax exemption, or within a longer period if authorized by the City.

B. Similar Quality Construction. The interior finish and quality of construction of the Affordable Units shall at a minimum be comparable to entry level rental housing in the city of Kirkland, and each dwelling unit in the Project shall contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a household which are complete, separate and distinct from other dwelling units in the Project and will include a sleeping area, separate bathing facility, and a cooking range, refrigerator and sink.

C. Conversion to Condominium. In the event the Project is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Owner must submit to the City for its review a plan for preserving the Affordable Units. The City can consider options which would convert the Affordable Units to owner occupancy by Eligible Households. The Owner must receive authorization from the City prior to conversion to condominium, owner-occupied, or non-rental residential use. This section does not waive the Owner's obligations to comply with any other law or regulations pertaining to conversion to ownership use.

SECTION 3 — AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. The Owner shall lease or rent, or make available for lease or rental, all of the Affordable Units in the Project to the general public. The Owner shall designate all of the Affordable Units, reserved for occupancy by Eligible Households, as follows:

Dwelling Units

Unit Type (Bedrooms)	**Affordable Units**	**Total Units**
	Low-Income	
Studio	0	0

Open 1-bedroom	0	0
1-bedroom	0	0
2-bedroom	2	12
Total	2	12

B. Designation/Re-designation of Affordable Units.

1. The Owner agrees to rent the dwelling unit(s) designated in **Exhibit B** as Affordable Unit(s). Units so designated shall have substantially the same equipment and amenities as other dwelling units in the Project with the comparable number of rooms. The Affordable Unit(s) shall be intermingled with all other dwelling units and shall have a unit mix comparable to the overall mix of units in the Project. The City or its Designee shall approve or deny the proposed Affordable Units based upon the criteria set forth in this section.

2. The Owner, from time to time, may propose to change the particular units designated as Affordable Units, provided that at all times at least two (2) of all of the residential units in the Project are designated as Affordable Units, and provided that at all times the same unit mix and affordability mix is retained. The Owner shall notify the City or its Designee of the proposed change in writing for the City's or its Designee's approval. The City or its Designee will review the proposed changes and shall approve or deny the proposed changes based upon the criteria set forth in this Section.

C. Affordable Units Rent Level. The monthly rent for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rents, and for each specific tenant, shall be adjusted no more than once every twelve (12) months, and in no event within the first twelve months of occupancy.

D. Renting Affordable Units to Eligible Households. During the Qualified Project Period, the Owner shall rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to rent or lease the Affordable Units, the Affordable Units shall remain vacant pending rental or lease to Eligible Households.

E. Equal Access to Common Facilities. Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities of the Project.

F. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and Recertification. Qualifying Eligible Household Income at time of occupancy may not exceed the applicable percent of King County Median Income set forth in the table below, adjusted for Household Size. At time of annual recertification, a household will remain eligible for an Affordable Unit as long as Household Income does not exceed the Maximum Recertification Income set forth in the table below, adjusted for Household Size. If at the time of recertification Household Income exceeds the Maximum Recertification Income limit for the income level initially qualified for by a household, then within 90 days either such household must either pay market rent and the next available comparable market rate unit must be rented as an Affordable Unit; or the household must vacate the unit, unless otherwise prohibited by law, to make it available for an Eligible Household.

Maximum Permitted Income Levels

Income Level(s)	**Maximum Income at Initial Occupancy**	**Maximum Recertification Income**
Low Income	50%	70%

G. Household Size Limits for Affordable Units. The Owner shall utilize the following occupancy standards for Affordable Units:

Unit Size	Household Size
Studio	1–2 Persons
1 Bedroom	1–2 Persons
2 Bedroom	2–4 Persons
3 Bedroom	3–6 Persons

SECTION 4 — REPORTING REQUIREMENTS

A. Notice of Occupancy Permit. Within thirty (30) days of issuance of any final inspection or, if applicable, occupancy permits, the Owner shall notify the City's Planning and Building Department [Attn: Housing Planner] or its Designee, of receipt of the first certificate of occupancy for the Project.

B. Mailing List. The City or its Designee maintains a mailing list of households interested in occupying Affordable Units. From time to time the City or its Designee will provide to the Owner the names of persons from the mailing list. In determining which eligible applicants shall be rented Affordable Units, the Owner shall, subject to Section 4.C. below, reasonably consider persons on the mailing list, and when they were placed on the mailing list.

C. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certificate of Household Eligibility that shall be substantially in the form set forth in **Exhibit C**. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate. The Owner's obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the City or its Designee may consider appropriate.

D. Annual Recertification of Residents.

1. On an annual basis, the Owner shall require all households occupying Affordable Units to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income,

as reported in the completed Certificate. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records the City or its Designee may consider appropriate.

2. The Owner shall file certifications with the City or its Designee, by attachment to the Annual Project Certification required pursuant to Subsection E of this Section. The City or its Designee may investigate independently to verify certifications submitted by the Owner.

E. Annual Project Certification. After the Completion Date and until 90% of the rental units are occupied, the Owner shall, on a quarterly basis, file with the City or its Designee an Annual Project Certification, in substantially the form of **Exhibit D**. Thereafter, the Owner shall file such certification annually on or before March 31st, which must set forth the required information for the preceding year.

F. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units and shall permit any duly authorized representative of the City, including, without limitation, its Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, and if applicable, incomes of Eligible Households residing in the Project. The Owner's failure to maintain such records or failure to allow examination by the City or any duly authorized representative shall constitute a default hereunder.

G. Form of Certification. Notwithstanding anything in this Section to the contrary, the Owner shall submit all documentation required by this Section on the forms designated herein, which may be modified by the City or its Designee from time to time. Changes to forms by the City or its Designee shall not significantly enlarge the Owner's obligations hereunder.

H. Monitoring Fee. The City may assess, and the Owner agrees to pay fees to cover the costs of monitoring the Owner's compliance with income and affordability restrictions of this Covenant.

SECTION 5 — SECTION 8 CERTIFICATE HOLDERS

The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who are recipients of Federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended. The Owner shall not apply, or permit the application of, management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Affordable Units by holders of Section 8 certificates.

SECTION 6 — LEASE PROVISIONS

A. It is the Owner's responsibility to screen and select tenants for desirability and credit worthiness. Except as restricted in this Covenant, such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the City or its Designee may review such written policies and may require changes in such policies, if necessary, so that they comply with the requirements of this Covenant.

B. All leases for Affordable Units shall contain clauses wherein each individual lessee: (i) certifies the accuracy of the statements made in the Certificate of Household Eligibility, (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the lease for the Affordable Unit.

SECTION 7 — SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written notice from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Covenant. Such notice must be received by the City or its Designee at least 10 days prior to the close of escrow.

SECTION 8 — TERM

This Covenant shall become effective upon its execution and delivery and shall continue in full force and effect throughout the Qualified Project Period, unless sooner modified or terminated in accordance with Section 12 hereof.

SECTION 9 — NO DISCRIMINATION

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

SECTION 10 — COVENANTS RUN WITH LAND

A. The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing

and increasing the enjoyment and use of the Project by certain Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

B. The City and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and their successors and assigns and all subsequent owners of the Project or any interest therein, and the City and its successors and assigns, all for the Qualified Project Period. Except as provided in Section 12 of this Covenant, each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant; provided, however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

SECTION 11 — ENFORCEMENT

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Covenant and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable diligence, or within 60 days after the Owner receives notice of such noncompliance from the City or its Designee; provided, however, that such period for correction may be extended by the City if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following steps:

1. By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Covenant or the Property Tax Exemption Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2. Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to the Project; provided, however, the City or its Designee shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Covenant.

4. The Owner hereby grants to the City or the Designee the option, upon Owner's default under this Covenant, for the Qualified Project Period to lease up to two (2) of the units in the Project as mutually selected by the City or its Designee and the Owner for the purpose of subleasing such units to Eligible Households, but only to the extent necessary to comply with

the provisions of this Covenant. The City or its Designee may lease from the Owner the units at the Affordable Rent level less a reasonable management fee to reimburse the City or its Designee for any expenses incurred in connection with such sublease. The City or its Designee may terminate its lease of the units in the Project upon determination that the Owner is no longer in default pursuant to this Covenant.

B. Assignment of Rents. Owner hereby assigns to the City or the Designee the right to receive the rents due or collected during the entire period an Affordable Unit or Units are occupied in violation of this Covenant. Any funds collected shall be deposited into the City's housing fund for use consistent with the City's affordable housing policies, plans, or initiatives. Owner shall be responsible for all costs to the City, including reasonable attorney fee, to recover such rents.

C. Hold Harmless. The Owner shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its Designee and any other party authorized hereunder to enforce the terms of this Covenant, harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or resulting from this Covenant except for injuries or damages caused by the sole negligence of the City.

D. No Third-Party Beneficiaries. The provisions of this Covenant and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner, the City and its Designee only and are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Covenant or of the documents to be executed and delivered in connection herewith.

SECTION 12 — SUBORDINATION, TERMINATION, RIGHTS RESERVED BY HUD

A. Notwithstanding any provision in this Covenant to the contrary, all of the provisions of this Covenant shall terminate and have no further force and effect upon the occurrence of one of the following events:

1. Foreclosure of a HUD/FHA insured loan is initiated under which the Project is held as a security.

2. Title to the Project is acquired by Lender or HUD/FHA by deed in lieu of foreclosure of the Deed of Trust.

3. Title to the Project is acquired by HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") or another party upon foreclosure of a deed of trust or mortgage ("Deed of Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC; or an institutional, third-party lender or investor (collectively, "Lender").

4. The Deed of Trust, if insured by HUD/FHA, is assigned to HUD/FHA.

Notwithstanding anything in this Covenant to the contrary, enforcement of this Covenant shall not serve as a basis for (i) default under the Deed of Trust insured by HUD/FHA or any other

Lender, or (ii) an acceleration of the loan secured by the Deed of Trust ("Loan"), or result in any claim against the Project, the Loan proceeds, any reserve or deposit required by HUD/FHA or any other Lender in connection with the Loan transaction or the rents or other income from the Project other than from available surplus cash as that term is defined by HUD/FHA or any other Lender.

B. Notwithstanding anything in this Covenant to the contrary:

1. All of the provisions of this Covenant are subordinate and subject to the Deed of Trust, the Loan, and all documents relating to the Loan ("Loan Documents"), if any, as well as all applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended, and the rights of the Lender thereunder. In the event of any conflict between this Covenant and the provisions of any applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended, the applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended, will control.

2. Lender shall take no role in monitoring compliance with state and federal use and occupancy requirements; nor shall Lender be required to provide notice to third parties of actions under the Deed of Trust, if any.

3. No amendment to this Covenant will be effective without the prior written consent of Lender, if any.

4. The Owner, its successors or assigns, will take all steps necessary to comply with this Covenant; provided that the Owner, its successors or assigns, shall not be required to take action prohibited by, or to refrain from action required by Lender, pursuant to the National Housing Act (as amended), applicable HUD/FHA mortgage insurance regulations, related administrative requirements, Section 8 of the Housing Act of 1937, as amended, and the regulations thereunder, as amended, or the Loan and the Loan Documents.

SECTION 13 — ESTOPPEL CERTIFICATE

The City agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrance of the Project, a written certificate stating, if such is true, that the City has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Covenant, or if there are such violations or defaults, the nature of the same.

SECTION 14 — AGREEMENT TO RECORD

The Owner shall cause this Covenant to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City or its Designee with a copy of the recorded document.

SECTION 15 — RELIANCE

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 16 — GOVERNING LAW

This Covenant shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions. Code sections from the RCW, the KMC, and the KZC referenced in this Covenant shall refer to those in effect on the date of this Covenant.

SECTION 17 — NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith except for the Multifamily Housing Limited Property Tax Exemption Contract referenced in Section 20 herein.

SECTION 18 — AMENDMENTS

This Covenant shall be amended only by a written instrument executed by the parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington. Amendments to **Exhibit B** shall be considered to be approved in writing when the revised **Exhibit B** is signed by the Owner and the City or its Designee without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the City or its Designee as the then-current version, signed by Owner and City or its Designee, shall prevail.

SECTION 19 — NOTICE

Any notice or communication hereunder, except legal notices, shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have

been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the parties hereto at their following addresses:

If to the City:	Planning Department-Housing Planner City of Kirkland 123 Fifth Avenue Kirkland, WA 98033 With a copy to the Designee
	A Regional Coalition for Housing (ARCH) 16225 NE 87th Street, Suite A-3 Redmond, WA 98052 Attn: Housing Planner
If to the Owner:	Eskandar Mohazzabfar, Partner 12040 98th Avenue NE #201 Kirkland, WA 98034

Any party may change its address for notices upon ten (10) days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such notice shall be deemed delivered by such party.

SECTION 20 — MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT

This Covenant is subject to the terms and conditions of the Property Tax Exemption Contract. In the event of any conflict between the terms of this section and the terms of the Property Tax Exemption Contract, the terms of the Property Tax Exemption Contract shall control. All amounts payable hereunder shall be paid without any set-off or deduction of any nature. This provision shall survive termination of the Covenant prior to expiration of the Qualified Project Period**.** Termination of this Covenant before termination of the MFTE Contract, for any reason, including foreclosure on the Project, shall have no effect on the terms of the MFTE Contract, including the imposition of additional taxes, interest, penalties, and other obligations pursuant to the MFTE Contract and state law.

SECTION 21 — SEVERABILITY

If any provision of this Covenant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 22 — CONSTRUCTION

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant and to sustain the validity hereof.

SECTION 23 — TITLES AND HEADINGS

The titles and headings of the sections of this Covenant have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

[Signature page follows.]

IN WITNESS WHEREOF, the Owner and City have each executed the Declaration of Affordable Housing Covenants on the Date first above written.

Owners:

_____

Eskandar Mohazzabfar, Partner
Its Partner

City:

_____

Tracey Dunlap
Its: Deputy City Manager

Approved as to Form:

_____

City Attorney

STATE OF WASHINGTON }
}
} ss.
COUNTY OF KING }

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of the CITY OF KIRKLAND, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, 20____.

_____
Notary Public in and for the State of Washington.

Print Name_____

Residing at _____

My commission expires _____

STATE OF WASHINGTON }

} ss.

COUNTY OF KING }

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, corporation, who executed the foregoing instrument on behalf of the said corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ____ day of _____, 20___.

_____

Notary Public in and for the State of Washington.

Print Name _____

Residing at _____

My commission expires _____

CITY OF KIRKLAND
Human Resources Department
123 Fifth Ave, Kirkland, WA 98033 · 425.587.3210
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Anh Hoang, Human Resources Director

Date: April 26, 2021

Subject: **Approval of 2021 IAFF Local #2545 Collective Bargaining Agreement**

RECOMMENDATION

By accepting this memo during approval of the consent calendar, the Council is approving the 2021 Collective Bargaining Agreement (CBA) between the City of Kirkland and the International Association of Fire Fighters (IAFF), Local No. 2545.

BACKGROUND DISCUSSION

IAFF Local #2545 represents 105 employees who fill four job classifications (civil service ranks) within the City of Kirkland Fire Department. These classifications include Firefighter, Fire Lieutenant, Fire Captain and Battalion Chief. Represented employees are also certified Emergency Medical Technicians. Our IAFF employees provide 24-hour coverage for fire suppression, technical rescue, water rescue, hazardous materials response, emergency medical responses and patient transport at five fire stations, which are distributed throughout the City. Our IAFF employees also staff the City's Fire Prevention services including, but not limited to, fire plan review, fire permit issuance, fire inspections and fire investigations.

On February 18, 2021, the City and the bargaining team appointed by the new IAFF leadership began negotiating a successor agreement. On March 24, 2021, the parties reached tentative agreement for a one-year contract for 2021.

The following are some highlights of substantive changes in this one-year CBA:

1. Article 21 – WAGES. Cost of Living Adjustment (COLA) of one percent (1%) and an additional market wage adjustment of one percent (1%), both of which are effective January 1, 2021.

2. Article 20 – HEALTH, WELLNESS AND SAFETY. The prior CBA had language regarding a comprehensive wellness and medical program, however, the annual medical physicals had not been implemented due to budgetary and logistical challenges. During the remainder of 2021, the parties agreed to collaborate to retain a qualified provider to provide medical physicals to IAFF bargaining unit members starting on January 1, 2022. The parties agreed on how these mandatory medical physicals will be scheduled by the Department in the future.

3. Article 39 – TERMS OF AGREEMENT. This CBA will be in effect from January 1, 2021 through December 31, 2021.

Members of both Negotiation Teams warrant commendation for their considerate and collaboration spirit throughout this bargaining process. As a result, we are rewarded with a better work product in the contract language we bargained while at the same time, built trust and respect on both sides.

On April 23, 2021, the Local notified the City that the bargaining unit ratified the agreement with 77% of the votes in favor of the tentative agreement.

Staff is pleased to recommend to City Council the approval and adoption of the attached labor agreement with the IAFF Local 2545.

Attachments:

1. *Legislative Draft of 2021 CBA between the City of Kirkland and IAFF Local 2545 with Appendix A*
2. *Final Clean Version of 2021 CBA between the City of Kirkland and IAFF Local 2545 with Appendix A*

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Style Definition: Heading 4: Font: Tahoma, No underline

AGREEMENT BETWEEN

the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2545

and the

CITY OF KIRKLAND

January 1, ~~2018~~2021 - December 31, ~~2020~~2021

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PREAMBLE

This Agreement is made by and between the International Association of Firefighters Local No. 2545, hereinafter referred to as the "Union", and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer".

PURPOSE

The purpose of the Employer and the Union in entering into this Agreement is to set forth their complete Agreement with regard to wages, hours, and working conditions for the Employees in the bargaining unit so as to promote the efficiency and effectiveness of fire prevention; medical aid services and fire suppression; public safety; and harmonious relations between the Employer and its Employees; giving recognition to the rights and responsibilities of the Employer, the Union, and the Employees.

ARTICLE 1 – DEFINITIONS

~~ARTICLE 1~~

As used herein, the following terms are defined as follows:

1.1 Bargaining Unit shall mean all Employees in the Kirkland Fire/Building Department in the classifications of Firefighter, Deputy Fire Marshal, Fire Inspector, Fire Lieutenant, Fire Captain, and Battalion Chief.

1.2 Base Pay shall mean Firefighter 5 pay grade as set forth in the Salaries Article of this Agreement.

1.3 City shall mean the City of Kirkland.

1.4 Department shall mean the Kirkland Fire/Building Department.

1.5 Deputy Fire Marshal shall mean any incumbent as of March 16, 2001 that serves as a full time Deputy Fire Marshal for the City of Kirkland. The Deputy Fire Marshal will assume seniority as defined in Article 1.

1.6 Employee shall mean an individual who meets the following criteria:

- 1.6.a Employed full time by the City of Kirkland.
- 1.6.b Covered by RCW 41.26 (LEOFF Pension System).
- 1.6.c Employed in a Bargaining Unit position defined in this Agreement.

1.7 Employer shall mean the City of Kirkland.

1.8 Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager or designee.

1.9 Monthly Salary shall mean the monthly rate of pay so identified and set forth in the Salaries Article 21 of this Agreement.

1.10 Line Personnel shall mean regular full time Employees primarily responsible for fire suppression, medical aid, fire inspections and other related duties.

1.11 Overtime shall mean the time worked in excess of normally scheduled hours of duty.

1.12 Seniority shall mean length of continuous service with the Kirkland Fire/Building Department in a represented Bargaining Unit position.

1.13 Shift shall mean each workday served regardless of length of time the workday may be.

1.14 Time in grade shall mean length of continuous service with the Kirkland Fire / Building Department at their current rank.

1.15 Union shall mean the International Association of Firefighters Union, Local #2545.

1.16 Vacation shall mean a granted period of time off duty earned by members of the bargaining unit during which time they shall continue to receive their basic rate of pay.

ARTICLE 2 – UNION RECOGNITION

~~ARTICLE 2~~

The Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for all Employees in the bargaining unit.

ARTICLE 3 – UNION ACTIVITIES

~~ARTICLE 3~~

Section 3.1 The Employer shall make available to the Union 288 hours of paid leave per annum (1/1 – 12/31) for the purpose of allowing elected Union officials, or substitutes

appointed by the Union participation in collective bargaining, grievance handling and permissive activities, limited to the following five conferences listed below:

1. Redmond symposium/ IAFF bi-annual conference
2. IAFF ALTS/HR
3. WSCFF annual (June conference)
4. WSCFF Spring Seminar
5. Fire Ops. 101

3.1.a Notification from the Union President to the Fire Chief not less than seven calendar days in advance when leave will be used.

3.1b No more than 72 hours of union leave shall be covered at the overtime rate of pay.

The Employer retains the right to restrict such leave when an emergency exists or such leave would create a danger to public safety.

Section 3.2 The Employer will grant an Employee, who is a Union representative, reasonable time off with pay for the purpose of attending monthly management meetings, provided such release does not result in the necessity to replace the Employee requesting time off with personnel in compensated status.

Section 3.3 Upon written authorization from an Employee within the bargaining unit, the Employer shall deduct from the wages of that Employee the sum certified as assessments and monthly dues of the Union and shall thereafter forward such sum to the Union during the pay period specified by the Union. Should any Employee not have any monies due him or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that Employee for that month. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 3.4 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each station manned by Union firefighters to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 4 – UNION SECURITY

~~ARTICLE 4~~

The Employer and the Union recognize the right of all Employees covered hereunder to become and remain members of the Union in good standing, and the Union accepts its responsibility to fairly represent all Employees in the bargaining unit, regardless of membership status.

ARTICLE 5 – PROMOTIONS AND VACANCIES

~~ARTICLE 5~~

Section 5.1 The following are the requirements to be eligible for promotions within the bargaining unit:

5.1.a To be eligible for promotion to Fire Lieutenant an individual must have completed one year as a Firefighter 5. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 60 credit hours from an accredited college towards an associates or bachelors degree.

5.1.b To be eligible for promotion to Fire Captain an individual must have completed one-year full time and currently hold the position of Fire Lieutenant with the Kirkland Fire Department. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 90 credit hours from an accredited college towards an associates or bachelors degree.

5.1.c To be eligible for promotion to Battalion Chief an individual must have completed two years full time and currently hold the position of Fire Captain with the Kirkland Fire Department and shall have earned a minimum of an associates degree from an accredited College or University or have time in service and an equivalent combination of education and experience which provides the necessary skills, knowledge, and ability to successfully perform the duties of the position.

5.1.d To be eligible to take the promotional exams for Lieutenant, Captain and Battalion Chief an individual must meet the above requirements or reasonably be able to satisfy them prior to the expected expiration of the promotional register to be created from the exams. Individuals who pass a promotional exam prior to meeting the requirements for promotion shall have the word "ineligible" listed next to their name on the register until such time as they provide the Fire Chief documentation that they meet all the requirements.

5.1.e Candidates for promotional vacancies within the bargaining unit shall come from an adequately sized pool of eligible candidates from the bargaining unit. An "adequately sized pool" shall be defined as two candidates who meet the qualifications outlined in Sections 5.1.a., 5.1.b., 5.1.c. If an adequately sized pool does not exist, the Employer may adjust the

educational requirements outlined in Sections 5.1.a., 5.1.b., 5.1.c. in order to create a pool from within the bargaining unit.

Section 5.2 Promotional exams shall consist of the following:

5.2.a Lieutenant exams shall consist of a professionally prepared, Fire Lieutenant, written exam that will be weighted 40% of the final score. The other 60% shall be divided to include 30% for a tactical exercise and 15% each for two additional "assessment center" type exercises. The two additional exercises shall be selected by the Employer from the following list and shall be administered by a qualified consultant:

5.2.a.(1) Prepare and present training class or other presentation.

5.2.a.(2) Role play of potential situations.

5.2.a.(3) Visual Resume.

The minimum passing score for the tactical exercise is 70% and the overall composite score for the testing process shall be at least 70% to be placed on the promotional register.

5.2.b Fire Captain and Battalion Chief exams shall consist of an assessment center process provided by a qualified consultant. The assessment center score shall make up 100% of the final score. The minimum composite passing score will be 70%.

5.2.c After receiving a minimum composite score of 70%, at time of certification the candidate shall be awarded a ¼ point to his/her score for each complete year of service after 10 years with the Kirkland Fire Department. The ¼ point service credit is intended for the sole purpose of advancing the placement and consideration of the more senior candidates' position on the eligibility list and is not intended to limit the Fire Chief from considering a candidate's previous years of service and experience when exercising the discretions provided in section 5.3 (rule of three).

5.2.d Psychological testing or evaluation methods may be used in the selection process upon mutual agreement between the Union and the City.

5.2.e No Kirkland Fire Department Employee or Regional Fire Training Division Employee will grade or score the exam. However, nothing in this section shall be construed as to limit the Fire Chief or his designee's ability to evaluate or review the results of examinations or conduct interviews to make promotional decisions. In addition, this section shall not be construed as limiting any powers given to the appointing authority by Civil Service Rules and Regulations.

5.2.f Candidates not present at the appointed time for testing shall fail that portion of the test.

5.2.g After completion of the examination process, candidates shall receive their individual scores, once the civil service appeals process window has lapsed. However, until certified by the Civil Service Commission, those scores may be subject to change.

Section 5.3 -Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a register created from the testing process. The City may select from the top three eligible names on the register to fill each vacancy. In the event a leading candidate is bypassed, the determining factors for the bypass will be provided, in writing, to the candidate. If less than three eligible names remain on a certified register at the time of appointment, the City shall have the authority to invalidate the register and complete another examination process.

Section 5.4 -The Employer shall post notices at all stations sixty days prior to any promotional exam the position(s) to be filled and the date(s) of the exam. The Employer agrees to post a reading list for the exam(s), if any are available, as soon as it is received from the testing company.

Section 5.5 -Promotional tests for Lieutenant and Captain shall be conducted on alternating years. Promotional lists duration for Battalion Chief shall be governed by applicable Civil Service Rules.

5.5.a The Fire Lieutenants test shall be conducted during the second week of May on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under Section 5.3.

5.5.b The Fire Captains test shall be conducted during the second week of November on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under section 5.3.

5.5.c Alternative test dates may be scheduled if agreed upon by the Employer and the Union.

Section 5.6 -When the Employer declares that a vacancy exists, every reasonable effort will be made to fill it as soon as possible. The Employer and the Union agree to follow current Kirkland Civil Service rules and regulations regarding provisional and temporary appointments.

Section 5.7 -Advancement through the five Firefighter steps shall be governed by the following:

Firefighter 1	Date of hire to 12 months of successful employment (probationary).
Firefighter 2	Completion of 12 months continuous employment.
Firefighter 3	Completion of 24 month's continuous employment, have and maintain EMT-D certification.
Firefighter 4	Completion of 36 month's continuous employment, have and maintain EMT-D certification.
Firefighter 5	Completion of 48 month's continuous employment, have and maintain EMT-D certification.

Section 5.8- In the unlikely event that an employee's WA State EMT-D certification is suspended or revoked, the City and the Union agree to meet and confer in effort to bargain the impacts on a case-by-case basis.

ARTICLE 6 – SAVINGS CLAUSE

~~ARTICLE 6~~

If any provision of this Agreement shall be held invalid by operation of law or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other, shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 7 – LAYOFF AND RECALL

~~ARTICLE 7~~

Section 7.1 Layoff – In the event of a reduction in force, the Employee(s) with the least seniority shall be laid off first. Should the reduction in force necessitate any reduction in rank for remaining personnel, the last officer(s) promoted in the rank(s) affected shall be the first to be reduced. Reduction in rank will be based on time in grade (classification).

Section 7.2 ~~-~~Recall – In the event of a recall, the last Employee laid off shall be the first Employee recalled. No new Employee shall be hired until all laid off Employees have been given an opportunity to return to work. This obligation shall expire 36 months after such layoff, or after such time as the Employer is unable to contact the Employee being recalled on each of 21 consecutive calendar days, whichever occurs first. Recall to employment shall, at the discretion of the Employer, be subject to the recalled Employee successfully completing a physical examination. Such examination shall be scheduled by and at the expense of the Employer.

Section 7.3 ~~-~~The Employer shall give notice two weeks in advance to any Employee before layoff or shall pay all wages and benefits allowed in this contract for a two week period following notification. Upon passage of a physical examination, the Employer shall allow the recalled Employee to give two weeks notice to their current employer before reporting to duty. The Employee on layoff status shall keep the Employer notified of the address, telephone number, and hours at which he/she can be contacted. Prior to attempting to contact an Employee to be recalled, the Employer will notify the Union.

Section 7.4 Employees recalled from layoff status shall return to the classification they were in prior to layoff. (For purposes of seniority, all continuous service time immediately preceding the layoff will be considered). Any officers reduced in rank due to reduction in

force shall be reinstated to the same position, without further testing, when the first vacancies exist.

ARTICLE 8 – MANAGEMENT RIGHTS

~~ARTICLE 8~~

It is recognized that, except as limited and controlled by the terms of this Agreement, the Employer shall retain the right and authority to operate and direct the affairs of the Employer. Employer shall operate and direct various aspects, including, but not limited to, the right to direct the working forces; to control the Fire Department budget; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted. The Employer shall assign and transfer Employees; determine whether goods and services should be made or purchased; recruit, hire, and promote Employees; relieve Employees due to lack of work or other legitimate reasons; demote, suspend, discipline, or discharge Employees for just cause; to make, modify, and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, facilities, or levels of service.

The Employer agrees that a continuing duty to bargain exists as to changes in wages, hours, and working conditions as may be required by RCW Chapter 41.56.

ARTICLE 9 – RETENTION OF BENEFITS

~~ARTICLE 9~~

All uniformly administered rights, benefits, and privileges relating to wages, hours, and working conditions as defined by the Public Employment Relations Commission shall remain in full force during the term of the Agreement.

The Union agrees that a continuing duty to bargain exists regarding changes in wages, hours, and working conditions as defined within RCW 41.56.

ARTICLE 10 – GRIEVANCE HANDLING AND DISPUTE RESOLUTION PROCEDURE

~~ARTICLE 10~~

In order to address differences in interpretation, application, or violation of any specific terms of the provisions of this contract or an established practice involving wages, hours, and working conditions or to reach a mutual understanding of the intent of such or other dispute, the parties are encouraged to promptly meet and confer to create a resolve, prior to the filing of a grievance if necessary. The timelines for filing a grievance shall become effective at the completion of the meeting(s) between the parties.

Section 10.1 Definitions

A "Grievance" shall be defined as a claim or dispute raised relating to the interpretation, application, or violation of any specific terms or application of the provisions of this contract. All such claims or disputes shall be processed according to the provisions as set forth herein.

A "business day" as defined in Article 10 is defined as Monday through Friday, excluding recognized holidays.

Section 10.2 The Union shall have full access to the grievance procedure on behalf of itself and/or the employees it represents and may introduce a grievance at any step at or above the Deputy Chief. Employees filing a grievance agree to submit in writing a copy of all relevant facts involving the alleged grievance to the Union Executive Board prior to Step I. Upon receiving the written petition, a Union representative shall meet with the Employee and recommend a course of action. If the Union wishes to pursue the grievance, the Union will proceed within the applicable timelines to the next appropriate step.

Section 10.3 A grievance filed by the Union that could be handled either through the contract or through a complaint filed with the Kirkland Civil Service Commission must select the method on how to pursue the complaint. Once this "election of remedies" has been chosen the Union acting on the Employee's behalf, has instituted the first step in the chosen process, the outcome of that process shall be binding and the Employee or the Union shall not be allowed to pursue the other course. This section shall not apply if jurisdiction over the issue is denied by the Civil Service Commission and the definition of a grievance as specified in Section 10.1 is applicable.

Section 10.4 Step I. The Union may present a grievance to the Deputy Chief within 40 business days of when the Union became aware or reasonably should have been aware of its alleged occurrence. The written grievance must state the issue, contractual Article, city/department policy or established practice and cite facts giving rise to the grievance, and remedy sought. The Deputy Chief will attempt to resolve the matter and provide a written response to the Union within 15 business days. If the Union is not satisfied with the solution, then the Union has 15 business days to advance the grievance to Step II by re-submitting the grievance to the Chief or his/her designee in writing.

Section 10.5 Step II. Upon receipt of the written grievance, the Fire Chief will attempt to resolve the matter and provide a written response to the Union within 15 business days. If the Union is not satisfied with the solution, then the Union has 15 business days to advance the grievance to Step III by re-submitting the grievance to the City Manager or his/her designee in writing.

Section 10.6 Step III. Upon receipt of the written grievance The City Manager or his/her designee will attempt to resolve the matter and provide a written response to the Union within 15 business days.

Section 10.~~9~~7 If the grievance is not resolved by the City Manager or his/her designee to the satisfaction of the Union, the grievance may, within 15 business days of the receipt of the response from the City Manager or his/her designee, be referred for arbitration, to an arbitrator from a list of seven (7) currently active arbitrators from the Federal Mediation and Conciliation Service (FMCS) plus: Gary Axon, Alan Krebs, Eric Lindauer, Howell L. Lankford or additional arbitrators may be added if mutually agreed upon by the City and the Union. If any of the named arbitrators become unavailable, the parties agree to name mutually agreeable replacements ensuring an odd number not to exceed 11. The arbitrator will be selected by allowing the City and the Union to alternately delete one name at a time from the list until only one name remains. The party to start the deletion process will be decided by coin flip. It shall be the function of the Arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The Arbitrator shall render his decision based on the interpretation and application of the provisions of this Agreement. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses; provided however, the Union does not thereby waive any rights provided under RCW 49.48.030. If either party desires a record of the proceedings, it shall solely bear the costs of producing such a record.

Section 10.~~10~~8 Third Party Dispute Mediation

10.~~10~~8.a Any grievance or work related dispute between two or more parties may be referred to voluntary third party mediation. With the mutual agreement of all the parties to the dispute, the City will provide access to mediation services through the King County Workplace Mediation or similar program.

10.~~10~~8.b Voluntary mediation may be sought at any step in the grievance process provided that all parties to the grievance agree. When all parties have mutually agreed in writing to mediation, all grievance timeframes will be held in abeyance until the completion of the mediation process. Mediation shall be deemed "completed" when the mediator notifies the parties that no further mediation will take place. At the completion of the mediation process, all timeframes previously in effect will resume.

ARTICLE 11 – HOURS OF DUTY

~~ARTICLE 11~~

Section 11.1 Workweek:

11.1.a The workweek for bargaining unit line personnel shall be no more than 48.0 hours per week on an average annual basis. This shall be accomplished by providing two Kelly shifts off after every six scheduled sets, prescheduled on an annual basis; the first months Kelly shifts shall be selected beginning with the employee with the greatest seniority. Once established, any action or changes to shift seniority configuration shall require a new seniority based selection process as provided above.

For example:

~~A~~	~~A~~	~~B Kelly Shift~~	~~B Kelly Shift~~	~~C~~	~~C~~	~~A~~
~~A~~	~~B Set-1~~	~~B Set-1~~	~~C~~	~~C~~	~~A~~	~~A~~
~~B Set-2~~	~~B Set-2~~	~~C~~	~~C~~	~~A~~	~~A~~	~~B Set-3~~
~~B Set-3~~	~~C~~	~~C~~	~~A~~	~~A~~	~~B Set-4~~	~~B Set-4~~
~~C~~	~~C~~	~~A~~	~~A~~	~~B Set-5~~	~~B Set-5~~	~~C~~
~~C~~	~~A~~	~~A~~	~~B Set-6~~	~~B Set-6~~	~~C~~	~~C~~
~~A~~	~~A~~	~~B Kelly Shift~~	~~B Kelly Shift~~	~~C~~	~~C~~	~~A~~
~~A~~	~~B Set-1~~	~~B Set-1~~	~~C~~	~~C~~	~~A~~	~~A~~
~~B Set-2~~	~~B Set-2~~	~~C~~	~~C~~			

A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B Set-2	B Set-2	C	C	A	A	B Set-3

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B Set-3	C	C	A	A	B Set-4	B Set-4
C	C	A	A	B Set-5	B Set-5	C
C	A	A	B Set-6	B Set-6	C	C
A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B Set-2	B Set-2	C	C			

11.1.b When a full "set" includes both December 24th and 25th the preceding shift shall share the holiday burden by "flip-flopping" 12/23 & 12/24

Example: December 22 23 24 25 26 27
Scheduled C C A A B B
Changed to C A C A B B
[This adjustment is needed 3 out of every 8 years]

Section 11.2 The work schedule for bargaining unit line personnel shall be two consecutive 24-hour shifts (48 hour "set"). Employees normally shall work two 24-hour shifts followed by 96 hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the Employer and the Union.

The work shift will include one hour for lunch and one hour for dinner. Each on-duty Employee will remain available for an emergency call during these meals breaks.

Training and inspections may be scheduled on a reasonably limited basis between 1800 and 0800 hours to maintain operational skills in night fire suppression, prevention, and inter-departmental cooperation.

Section 11.3 The work schedule for bargaining unit personnel assigned to a 40-hour workweek shall be:

11.3.a 0800-1700 Monday through Friday, or
11.3.b Four consecutive ten-hour days
11.3.c 40-hour personnel may have a flexible work week. Time shall be traded in straight time. For example, if an employee works one hour extra one day, they may work one hour less another day that week to total 40 hours for each week but no week can exceed 40 hours unless approval for overtime has been received. Employees shall notify their supervisor prior

to use of flex time. Flex time is to be noted on payroll attendance record as it actually occurs.

11.3.d ———Alternative schedules, not exceeding forty hours per week with mutual agreement of the employer, employee(s), and Union.

11.3.e -Regardless of workweek schedule, each employee will have one hour off for lunch. Each on-duty Employee will remain available for an emergency call during these meal breaks.

Section 11.4- Refer to Article 30 relating to personnel assigned to Training. Refer to Article 31 relating to personnel assigned to Fire Prevention Bureau.

Section 11.5- The Employer and Union acknowledge that Fire Station 24 is not currently staffed with career personnel. The Employer is not compelled to staff Fire Station 24. Should the City decide to staff Fire Station 24, the City agrees to staff it in accordance with the Memorandum of Understanding with the Union dated October 2013. The parties may agree to resolve staffing of Fire Station 24 on a long-term basis. The long-term solution for Fire Station 24 may include one of the following:

11.5.a- 24-hour 3 platoon method
11.5.b- 24-hour 4 platoon method
11.5.c- 12-hour call back staffing
11.5.d- 12-hour shift, 3 on 4 off

ARTICLE 12 - OVERTIME / COMPENSATORY TIME

~~ARTICLE 12~~

Section 12.1 Overtime shall be paid at the rate of one and one-half times the hourly rate of pay. For the purpose of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.1 multiplied by 52.18 (weeks). The final overtime rate of pay will be rounded to the nearest cent.

Section 12.2

12.2.a Overtime for 40-hour personnel shall be paid at the rate of one and one-half times their hourly rate of pay. For the purposes of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.3 multiplied by 52.18 (weeks) The final overtime rate of pay will be rounded to the nearest cent.

12.2.b 40-hour personnel working overtime during their normal duties are eligible for compensatory time in lieu of overtime. Compensatory time may not be earned if the employee is working overtime as defined in 12.2.e. Compensatory time shall accrue at one and one-half times the hours worked and shall be measured in fifteen minute increments or major fraction thereof.

12.2.c 40-hour personnel may bank up to 40 hours of compensatory time at any given point. If the 40-hour limit is exceeded, the additional hours above 40 will automatically be converted to overtime and paid out as soon as possible thereafter. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 20 hours of compensatory time from October 31st to November 1st. 40 hour personnel may convert up to 40 hours of banked compensatory time into cash for their November 8th pay check. The request for such a payout must be received no later than October 15th of each year. In the event no request is received, all banked compensatory time in excess of 20 hours will be converted into a cash payout in the November 8th check. All compensatory time off shall be used or converted into cash prior to rotation back onto the line. If rotation does not happen before November 8th, cash out should happen at the first reasonable pay check.

12.2.d 40-hour personnel are required to track their approved overtime and compensatory time on a tracking form provided by the City. The tracking form shall be turned into their supervisor with their payroll attendance record each pay period. The employee shall designate whether they wish to be compensated in overtime or compensatory time on the tracking form. If no designation is made, overtime will be paid out in the next appropriate pay period. These hours will be entered in the payroll system and will be separately recorded on their paychecks. When an employee chooses to use Compensatory Time, the time off will be approved by the supervisor in the same manner as vacation or other similar types of leave as per Directive 3.001.

12.2.e Bargaining unit employees assigned to a 40-hour workweek may elect to participate in filling overtime vacancies created by line personnel. A 40-hour employee electing to participate shall be compensated at a rate consistent to line personnel Section 12.1 for the overtime shift(s) worked.

Section 12.3 Employees shall be subject to call back from off duty in an emergency. An Employee called back to duty shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.4 Employees held over for an alarm past the termination of their regular shift will be paid overtime for those periods exceeding 15 minutes and thereafter for each 15-minute period or major fraction thereof.

Section 12.5 The City will use bargaining unit Employees for fill-in shifts when needed. Employees called to work such shifts shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.6 Overtime will be paid for training required by the Employer if such training occurs outside regularly scheduled hours of duty. Voluntary training will not be subject to overtime pay.

Section 12.7 The Employer may utilize the Deputy Chief of Operations as the Duty Chief for short periods of fill-in while the on-duty Battalion Chief is unavailable or in the event of a need for additional command officers.

Section 12.8 Line personnel assigned as a Training Battalion Chief, Training Captain, or Fire Inspector position may be assigned to operation/line duties at an emergency scene and are eligible for call back shift work. Acceptance of call back that may affect their work schedule must be communicated to their supervisor.

ARTICLE 13 – SHIFT CHANGES AND ASSIGNMENTS

~~ARTICLE 13~~

Section 13.1 All employees covered by this Agreement and the Union shall receive written notice 30 calendar days in advance of inter-shift assignment and/or work schedule changes. This time limit may be waived at the discretion of the Fire Chief in the case of appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointment. This time limit may also be waived at other times if agreed to by the Employer and the Union.

Section 13.2 Inter-shift swaps shall be allowed on a position for position basis if direct notification is given to the on-duty Battalion Chief prior to the shift swap. For purposes of this section, "positions" shall be defined as: Battalion Chief, Company Officer, Driver, and Firefighter. Inter-shift swaps that are not position for position may be allowed under the following guidelines:

13.2.a The request is approved by the Battalion Chief prior to the swap.

13.2.b The swap does not result in any negative economic impact to the City of Kirkland.

13.2.c If a Firefighter/Acting Officer swaps with an Officer, the payback must occur on a day when there is an Acting Officer position available for the Officer to fill. The same shall hold true for Battalion Chiefs and Captains.

13.2.d Swaps that are not position for position and that have adequate coverage may be cancelled if less than six (6) days notice was given and other leave requests reduce coverage.

13.2.e —A bargaining unit member who agrees to an inter-shift swap and is subsequently unable to work shall obtain another Employee to fill the position. If no relief can be obtained, an equal amount of vacation and/or holiday time (if necessary) will be charged against that member. If the Employer must replace the individual on an overtime basis, an amount equal to one and one-half (1 1/2) times vacation and/or holiday time (if necessary) will be charged against that member. This penalty may be waived by the Fire Chief, or his/her designee, if the absence is caused by circumstances the Chief feels are grounds for waiver.

13.2.f —Inter-shift swaps are not intended to be used to routinely modify an employee's regularly assigned shift. However, personnel may submit written request for approval by the Deputy Fire Chief for temporary modification of assignment due to special circumstances. It is the employee's responsibility to make up any mandatory training missed as a result of a shift swap.

Section 13.3 Kelly Day swaps will be allowed when:

13.3.a- Approval is given by the Battalion Chief prior to the swap.

13.3.b- The swap will not result in any economic impact to the City.

Section 13.4 The Employer has no obligation to ensure or facilitate the repayment of shift swaps between employees.

Section 13.5 Special assignments shall not exceed thirty (30) days in any calendar year without negotiations and agreement of the impacts with the Union. Employees assigned to special assignments shall be given thirty (30) days notice of such assignments unless a waiver of such notice is granted by the employee(s) assigned and the Union.

Section 13.6 Temporary assignments may be made to a forty (40) hour work schedule, once in a calendar year, per employee, for periods of up to ninety (90) days only if the Employer and the Employee are in agreement. Notice of such assignments shall adhere to the provisions of Section 13.1.

Section 13.7 Shift Swap – without repayment: To the extent allowed by law, Employees may elect to work in relief of another Employee. In cases of special needs (for example: extended injury or illness, military deployment, other) an Employee may elect work in relief for another Employee without obligation of repayment. Such swap shall not result in any negative economic impact to the City of Kirkland.

Section 13.8 Station Bid Selection: In an effort to provide a fair and equitable assignment of personnel to operational positions within the department, a bid procedure allowing members of the department to express a preference for work assignments is hereby instituted. However, the Fire Chief maintains the right to allocate apparatus and personnel as deemed appropriate for the performance of the department's mission.

13.8.a Employees shall select (bid) station assignments by order of time within their current grade.

13.8.b When a bid vacancy occurs, a notice shall be posted in the stations outlining the nature of the vacancy and the qualifications required to fill the position. Notice of bid positions available shall be posted every sixty (60) days on or about the first of the month. This notice shall include the date and time of closing of the bids, as well as the date, time and place of the next bid committee meeting. A minimum of fifteen (15) calendar days will be allowed for notification of vacancies and filling of bid applications.

13.8.c A Fire Department Bid Committee shall be composed of three (3) representatives appointed by the Union. The Bid Committee shall review submitted bid requests, approve as appropriate, award bid assignments and make recommendation for bid policy change.

13.8.d Beginning the first full set of January 2015, and every thirty-six (36) months thereafter, the Bid Committee shall impose a wholesale re-bid (inter-shifts); unless otherwise agreed by both the Union and Management. Such re-bid shall not occur more than once in any thirty-six (36) month period.

ARTICLE 14 – SICK LEAVE

~~ARTICLE 14~~

Section 14.1 Under the terms of this collective bargaining agreement the employee is entitled to sick leave and/or other paid time off. The employer must allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for:

14.1.a Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position; or care for:

14.1.b A child of the employee with a "Health condition" that requires treatment or supervision, defined as:

14.1.b.(1) Any medical condition requiring treatment or medication that the child cannot self -administer; or

14.1.b.(2) Any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or

14.1.b.(3) Any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care; or

14.1.b.(4) Any condition rendering the child "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living"

(IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.1.c Any other "immediate family" member, as defined in Article 1 of the employee who is incapable of self-care, has a serious health condition or emergency condition, defined as:

14.1.c.(1) Any "Serious health condition" which means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with impatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such impatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities).

14.1.c.(2) Any individual "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.1.c.(3) Any "Emergency condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.

Others not listed may qualify for the use of sick leave with the direct written approval of the Fire Chief and such approval shall not be unreasonably withheld.

Section 14.2 This section applies to members of the bargaining unit covered under the LEOFF I Retirement System.

14.2.a Employees absent due to injury or illness shall be covered by LEOFF I pension which shall be administered by the City of Kirkland Disability Board.

14.2.b LEOFF I personnel may use up to five shifts (120 hours) annually, for the purposes provided in subsection 14.1.b and 14.1.c.

14.2.c Dependent Leave: Personnel will be granted an additional 48 hours of sick leave per occurrence for the birthing process, receiving of an adopted child, or foster care placement.

Section 14.3 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System on shift.

14.3.a Upon appointment as Firefighter I, shift personnel shall have 288 hours of paid sick leave credited to him/her. If an Employee terminates during the first year of employment, any paid sick leave hours used in excess of the prorated amount of 24 hours per month shall be deducted from the Employee's final paycheck.

14.3.b Employee's sick leave with pay shall accrue at the rate of 24 hours per month beginning with the 13th month.

14.3.c Sick leave shall be cumulative to a maximum of 1440 hours.

14.3.d Any employee changing from 24-hour shift to 40-hour workweek shall use the following sick leave conversion formula:

$$\frac{\text{Employee 24-hour bank} \times 960}{1440}$$

14.3.e Dependent Leave: 48 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child; or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section.

Section 14.4 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System day (40-hour schedule) personnel.

14.4.a Employee with less than five years of employment shall accrue sick leave at a rate of 16 hours per month.

14.4.b Employees with more than five years of employment shall accrue sick leave at a rate of the daily work schedule per month. (i.e. 8-hour daily work schedule shall earn 8 hours per month, 9 hours work schedule earn 9 hours per month, etc.)

14.4.c Sick leave shall be cumulative to a maximum of 960 hours

14.4.d Any employee changing from 40-hour workweek to 24-hour shift shall use the following sick leave conversion formula:

$$\frac{\text{Employee 40-hour bank} \times 1440}{960}$$

14.4.e Dependent Leave: 40 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child, or foster care

placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section.

Section 14.5 This section shall apply to all members of the Bargaining Unit covered under the LEOFF II Retirement System:

14.5.a Conversion of Sick Leave Cashout to Retiree Medical Account

Upon normal or disability retirement from the City, the employer shall make contributions into the WSCFF Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union in an amount equal to fifty percent of his/her maximum allowable shift rate sick leave. Sick leave cashout shall be converted at a rate of fifty cents ($0.50) on the dollar, of the employee's regular rate of pay (sick leave hours x regular rate of pay x $0.50) and shall not exceed Ten Thousand Dollars ($10,000) in 2008, and Ten Thousand and Five Hundred Dollars ($10,500) in 2009 and 2010. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

14.5.b. Certification of illness or disability by a physician may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form (LEOFF II-Return to Duty Form, w\FIRE\DISABIL/9-17-98/LP.mjd) provided by the Employer and signed by a physician stating that the Employee has been sick or injured and is now able to return to work and perform the required duties.

Section 14.6 Well Child Leave

14.6.a Well Child Sick Leave may be used for the care of a newborn or adopted child or foster care placement, notwithstanding dependent leave as defined above. An employee requesting to use Sick Leave to care for a well child after birth, adoption, or foster care placement shall comply with the following rules:

1. The employee must take the leave within one year of the birth, adoption, or placement of the child.
2. Employees will not be eligible for intermittent usage of Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement.
3. An employee can request up to 12 weeks of leave.
4. In order to use sick leave as noted in this section, an employee must maintain a minimum sick leave bank equal to 18 months of their accrual rate.

14.6.b The following types of leave may be used during the period of time the employee is on Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement:

1. An employee must first use accrued vacation or holiday leave for up to three weeks of the Well child Leave requested.
2. At the completion of up to three weeks of Vacation Leave, an employee may use an equal amount of accrued sick leave.
3. At the completion of the three weeks of accrued sick leave, an employee may use vacation, holiday, or leave without pay for the remainder of the maximum 12 week period.

Section 14.7 Certification of Sick Leave for an "Immediate family" member (as defined in Article 1): The Fire Chief may require an Employee to certify in writing the circumstances requiring the use of Sick Leave for an "Immediate family" member.

ARTICLE 15 – FAMILY MEDICAL LEAVE (FMLA)

~~ARTICLE 15~~

Section 15.1 Family Medical Leave shall be governed by Article 15, the provisions of the Family Medical Leave Act of 1993 and applicable state laws:

15.1.a Initiation of Family Medical Leave shall be at the request of the employee and/or any time the Employer has reasonable knowledge of a qualifying event. Each time the Employer determines a potential qualifying event exists, the Employer shall notify the employee, in writing, of potential qualifying event, initiation of leave and include an informational fact sheet of statutory provisions.

15.1.b Certification of illness or disability of the employee by a health care provider may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form (LEOFF II- Return to Duty Form, w\FIRE\DISABIL/9-17-98/LP.mjd) provided by the Employer and signed by a health care provider stating that the Employee has been sick or injured and is now able to return to work and perform his/her required duties.

15.1.c In the event Family Medical Leave is initiated for an "Immediate family" member (as defined in Article 1) the Fire Chief may require an Employee to certify in writing the circumstances requiring the use of leave.

Section 15.2 Dependent leave for personnel shall be governed and prescribed by Articles 14.2.c, 14.3.e, and 14.4.e; which may be used per occurrence for the birthing process or in the receiving of an adopted child.

ARTICLE 16 – BEREAVEMENT LEAVE

~~ARTICLE 16~~

Section 16.1 At the request of the Employee, leave due to death in the immediate family shall be granted by the Employer. Such leave shall not exceed two shifts for any one incident. Employees notified of a death while on duty shall be immediately excused from work for the shift. Such time shall not be counted as one of the two shifts off. Any time beyond this amount required because of travel or extenuating circumstances or time requested for a person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave. Members of the immediate family are defined in Article 1.

Section 16.2 Employees that work a forty-hour workweek, bereavement leave shall be granted to an employee in an amount not to exceed five days per year for death in the employee's immediate family. This paid leave is not cumulative from year to year. Any time beyond this amount required because of travel or extenuating circumstances for time requested, or a person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave.

ARTICLE 17 – COURT AND JURY LEAVE

~~ARTICLE 17~~

Section 17.1 Employees called to jury duty for Superior or District Court shall be granted leave for those hours the court requires them. Unless otherwise required by the court, Employees will work their normal shifts on Fridays, Saturdays, and Sundays. Employees shall also report for their assigned duties on other days when released by the court prior to 1000 hours, but shall be released from job duties at 2100 if they are scheduled for jury duty the following day.

Section 17.2 Employees on jury duty leave will receive full pay. Jury duty pay received by the Employee, while acting as a juror on their regularly scheduled duty day, shall be turned over to the City.

Section 17.3 An Employee required by Subpoena or City Directive to appear before a Court as a defendant or witness as a result of an incident that occurred during the

performance of the Employee's official City duties will be excused from duty with pay for those hours the Court requires them. If the Employee is called while off duty to appear, the Employee will be paid at the overtime rate of pay. Overtime hours shall be limited to travel time from the Employee's Fire Station to the Court, the actual time the Employee is required by the Court and travel time back to the Fire Station. If overtime is submitted to the City, any fee or reimbursement received by an Employee from the Court shall be turned over to the City.

Section 17.4 Employees shall notify the Employer in writing, with documentation, within 72 hours of being called for any duty described in this Article.

Section 17.5 All Employees on the 40-hour work week shall be granted court or jury duty leave as provided in the City of Kirkland Personnel Ordinance.

ARTICLE 18 – L.E.O.F.F. II

~~ARTICLE 18~~

Section 18.1 The sections of this Article shall apply to those Employees under the LEOFF II Retirement System.

Section 18.2 Accumulated leave may be used to supplement on-duty disability payments received from the Department of Labor and Industries as set forth in RCW 41.04. Firefighters receiving disability payments through Workers' Compensation will receive their normal rate of pay. All Worker's Compensation checks shall be turned over to the City until all accrued leave has been exhausted. Once accrued leave has been exhausted, the employee's obligation to turn Worker's Compensation checks over to the City shall cease and the City's' obligation of salary to the employee shall be discontinued until the employee is released by the treating physician fit for duty.

Section 18.3 The City shall make a monthly payment to the Washington State Council of Firefighter's Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union, in an amount equal to $75 per employee covered by this agreement. This Trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. These payments shall be included as salary for purpose of calculating retirement benefits consistent with the Washington State Department of Retirement System rules and the Internal Revenue Code.

ARTICLE 19 – LIGHT DUTY

~~ARTICLE 19~~

Section 19.1 When an Employee is unable to perform regular duties due to job related injury or illness, and the Employee is receiving the Employer supplement as outlined in RCW 41.04.520, the Employee may be required to perform light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.2 When an Employee is unable to perform regular duties due to non job-related injury or illness and appropriate alternative work, as defined by the Fire Chief, is available, the Employee may request assignment to light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.3 The Employer and the Employee shall confer and agree to an alternative schedule. The limit of time an Employee may be assigned to light duty due to injuries covered in this Article shall be determined by applicable statutes or at the discretion of the Fire Chief, whichever is longer.

Section 19.4 -LEOFF I employees are not eligible for light duty assignments in accordance with the RCW.

ARTICLE 20 – HEALTH-, WELLNESS AND SAFETY

~~ARTICLE 20~~

Section 20.1- Joint Health and Wellness Committee

20.1.a The City and the Union recognize the vital need of health and safety within the Fire Department. For this reason the City and the Union acknowledge and agree to meet or exceed current Safety Standards for Firefighters including infectious disease control and operational practices such as safe staffing levels and best practices for fire fighter safety. Further, the City and Union agree to meet and confer for the purposes of bargaining any health and safety policy or practice requiring immediate implementation (such as, but not limited to HIV, Hepatitis, MRSA, or company staffing or safe practice).

20.1.b Beginning May 2008, the City and Union agree to establish a Joint Health and Wellness Committee (JHWC) that shall ~~comprise~~ consist of two representatives from the City (which may include representative(s) from the ~~the~~ Fire Department and/or ~~Chief and his designee,~~City administration), two representatives from the Union Executive Board and one certified peer fitness trainer jointly appointed by Labor and Management. The JHWC shall act to proactively anticipat~~e~~ing and respond~~ing~~ to workplace hazards and shall have the responsibility to recommend changes to the collective bargaining agreement and/or

operational changes for immediate implementation regarding items concerning health, wellness, and safety. Generally, the JHWC shall refer to recognized health and safety standards and best practices when recommending changes to the Labor agreement or operational policies and procedures. Widely recognized agencies for health and wellness shall be used to develop recommendations and shall include but not necessarily be limited to:

CDC- Center for Disease Control
IAFC- International Association of Fire Chiefs
IAFF- International Association of Fire Fighters
NIOSH- National Institute of Occupational Safety and Health
USFA- United States Fire Administration
DHS- Department of Homeland Security
NFPA- National Fire Protection Association

Section 20.2 Occupational Exposures

20.2.a The parties recognize that infectious disease exposures to employees are a threat to the public welfare and safety. It is the goal to maximize the protection against infectious diseases for all uniformed members while providing fire, rescue, and emergency medical services to the public without regard to known or suspected diagnoses of communicable disease in any patient or victim.

The City and Union agree to recognize blood-borne and air-borne pathogens including viral and bacterial illnesses and infections (such as, but not limited to HIV, Hepatitis, TB, SARS, Influenza, and MRSA) as duty-related occupational exposures for the purpose of; providing immunizations; determining antibodies and resistance; recognizing and documenting these illnesses as occupational exposures, and agreeing to advocate such designation to the Department of Labor and Industries.

20.2.b In the case of a member who is occupationally exposed the City will provide for the cost of post exposure monitoring. Test results will be provided to each individual for their follow up care or treatment if necessary. Necessary records will be provided to Labor and Industry for their disposition of the case. A copy of this record will be maintained in a secured medical file in Human Resources.

20.2.c An employee, who dies from occupational exposure or from complications thereof, will receive all benefits afforded from a work-related injury or illness, within the control and authority of the City.

Section 20.3

20.3.a The City and Union agree to develop a wellness fitness initiative and be partners in pursuing funding through the budget process. The Joint Health and Wellness Committee (20.1) shall establish a department wellness fitness program that is educational, ~~and~~ rehabilitative, and mandatory but non-~~-~~punitive. Furthermore, it shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and closely follows or meets the intent of the initiative. The program shall include:

Candidate Physical Ability Testing (CPAT);
Confidential Wellness Medical Physicals;
Daily Physical Fitness Program, including certified peer fitness training;
Injury and Medical Rehabilitation; ~~and~~
Behavioral Health; ~~as needed~~
Annual Fitness Evaluation, conducted by certified peer fitness trainers.

The Department wellness fitness program will be submitted in the budget process in order to seek funding to implement other aspects of the program which have a cost element.

20.3.b Pending budget approval, during the term of the Agreement, the City agrees to initiate the comprehensive wellness and medical program as provided by ~~Washington Institute of Sports Medicine and Health~~a qualified provider to be mutually agreed to by the parties. However, if mutual agreement is not reached in Joint Labor Management or contract bargaining, the City retains the right to determine the provider of the program, so long as the standards of the current edition of the NFPA 1582 standards are met. Unless otherwise mutually agreed to in writing, the provider of the medical physical exams will be determined prior to the expiration of the current labor agreement in order for the program to continue into the next contract cycle. This program shall be exclusively confidential between the program administrator and the Employee, and shall include:

Wellness Medical Physical Exam
Individual Action Plan for overall improved Health
Early Health Risk Identification
Early Disease Detection
Early intervention and Remediation

Unless otherwise recommended by ~~Washington Institute of Sports Medicine and Health~~ the provider of these services, participation shall be mandatory for all ~~LEOFF~~ bargaining unit employees during each calendar year, beginning in 2022 ~~in at least one wellness and medical assessment during~~

~~the term of the Agreement~~ in order to establish a "base-line" for individual and group recommendations.

Bargaining unit employees will be scheduled by the Department to attend their medical physical exams. Any employee who has missed two (2) scheduled appointments at the Kirkland examination site will be scheduled for a make-up appointment while on duty. If the employee also misses the make-up appointment for any reason, after three (3) missed appointments during the calendar year, the employee could be subject to progressive discipline and/or have their work shift changed to a 40-hour workweek until a medical physical exam is completed. *The City will not pay overtime for the employee to attend the medical physical exam.*

Aggregate, not individual, data from the medical physical exams will be provided to the JHWC for the purpose of identifying trends and ways to improve the membership's health and wellness.

The City will be provided with documentation from the medical physical examiner verifying that each employee who completed the examination is medically qualified or not medically qualified to continue his/her assigned duties per the current edition of the NFPA 1582 standards. If the employee has a medical condition in which leave is needed, the employee is eligible to apply for Worker's Compensation, protected leave or other leave status as provided by City policies and practices, as applicable, while seeking treatment.

Hazardous Material team members' annual medical physical requirements and the annual audiology exams will be met by the medical physical examinations of this Section.

Section 20.4 Respiratory Protection Policy

20.4.a This Article shall meet the statutory requirements provided under WAC 296-842 (medical evaluations) and shall be governed by the Joint Health and Wellness Committee (20.1) as provided above. The Joint Health and Wellness Committee (JHWC) shall recommend, to the Fire Chief, a licensed health care professional (LHCP) to implement and regularly administer the department's respiratory protection program.

20.4.b All bargaining unit employees may be required to wear respiratory protection while performing their duties and, as such, shall be subject to annual medical evaluations as provided by the licensed health care professional. The employer shall provide medical evaluations for employees at no cost.

20.4.c Any specific medical findings shall be exclusively confidential between the licensed health care provider and the Employee. The licensed health care provider shall advise the Employer whether the employee is fit for duty or not fit for duty. The parties shall provide all confidentiality protections provided under the HIPAA 1996 statute.

20.4.d Subsequent medical evaluations may be required if medical signs and symptoms (such as breathing difficulties, extreme fatigue) are observed in the workplace or reported by the employee. Recommendations for re-evaluations shall be made immediately to the on-duty Battalion Chief. Any employee recommended for re-evaluation shall be immediately relieved from duty and shall remain on paid Sick Leave. The Battalion Chief shall provide a written statement and all documented finding to the Joint health and Wellness Committee (JHWC) for their review of the situation.

Section 20.5 The Union shall appoint one representative to be added as a regular member on the Fire Department Safety Committee established by Department Policy 5.101.

Section 20.6 Safe Staffing and Practices for fire ground safety: The JHWC will develop safe fire ground practices which will ensure the safe operations of personnel in fire's hazardous environment. When funding and/or resources are needed to meet safe staffing practices, the JHWC shall develop budget recommendations for the Fire Chief, which may be included in a service package request~~,~~ during the City's budget process, or if an immediate need exists, the city manager will be notified by the Fire Chief. The City Council has ultimate approving authority on all budget requests.

ARTICLE 21 – SALARIES

~~ARTICLE 21~~

Section 21.1 Monthly salary for Firefighter I through IV is calculated as a percentage of Firefighter V (Base Pay). The following percentages shall be effective for new hires with a start date on or after November 1, 2013:

- Firefighter I: 74% of Base Pay
- Firefighter II: 77% of Base Pay
- Firefighter III: 83% of Base Pay
- Firefighter IV: 91% of Base Pay

Section 21.2 Upon promotion to Fire Lieutenant an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Lieutenant A pay grade shall be 110% of Base Pay. Upon completion of the probationary period Fire Lieutenant B pay grade shall be 115% of Base Pay.

Section 21.3 Upon promotion to Fire Captain an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Captain A pay grade shall be 118% of Base Pay. Upon completion of the probationary period Fire Captain B pay grade shall be 125% of Base Pay.

Section 21.4 Upon promotion to Battalion Chief an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Battalion Chief A pay grade shall be 133% of Base Pay. Upon completion of the probationary period Battalion Chief B pay grade shall be 140% of Base Pay.

Section 21.5

21.5.a A Firefighter who is assigned the duties of Fire Lieutenant for a minimum of six hours per 24-hour shift shall be paid the Fire Lieutenant A pay grade for the actual hours worked as a Fire Lieutenant.

21.5.b A Fire Captain who is assigned the duties of a Battalion Chief for a minimum of six hours per 24-hour shift shall be paid the Battalion Chief A pay grade or the actual hours worked as a Battalion Chief.

Section 21.6

~~21.6.a .~~Effective January 1, ~~2018~~2021, the monthly rate of Base Pay shall be increased by ~~three~~ two percent (2~~3~~%) ~~through December 31, 2018~~, which represents one percent (1%) for the Cost of Living Adjustment (COLA) and one percent (1%) market adjustment.

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~~21.6.b Effective January 1, 2019, the monthly rate of Base Pay shall be increased by three (3%) (2% COLA plus 1% market adjustment) through December 31, 2019.~~

~~21.6.c Effective January 1, 2020, the monthly rate of Base Pay shall be increased by three (3%) (2% COLA plus 1% market adjustment) through December 31, 2020.~~

Section 21.7 An additional two percent of Base Pay shall be awarded as compensation for Employees who are members of the Hazardous Materials Team. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees shall be members of the Hazardous Materials Team. Employees shall be appointed to the team from a pool of eligible applicants from the bargaining unit. Management retains the right to reserve one position on the team for a non-bargaining unit Department representative.

Section 21.8 An additional two percent of Base Pay shall be awarded as compensation for Employees who are assigned as SCBA Specialist. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees are assigned as SCBA Specialist.

Section 21.9 An additional six-percent of Base Pay shall be awarded as compensation for the Battalion Chief and the Company Officer assigned to the Training Division.

Section 21.10 Longevity
Employees shall be awarded longevity compensation according to the following table:

5 - 9 completed years of service	2% of Base Pay
10-11 completed years of service	3% of Base Pay
12-15 completed years of service	4% of Base Pay
16-19 completed years of service	5% of Base Pay
20-24 completed years of service	6% of Base Pay
25-29 completed years of service	7% of Base Pay
30+ completed years of service	10% of Base Pay

Section 21.11 Line personnel assigned to a Fire Inspector position will be awarded an additional 6% of Base pay as defined in Article 1.2.

Section 21.12 Deputy Fire Marshal will be assigned pay at an equivalent to Fire Fighter 4. Upon completion of Fire Fighter 1 certification, (s)he will be assigned pay at an equivalent to Fire Fighter 5.

Section 21.13 Fire Investigation Team ~~m~~Members Standby
Off-duty standby assignments shall be for a fixed, predetermined period of time. Employees formally placed on off-duty standby status by the Fire Chief or Deputy Fire Chief shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off-duty standby premium shall cease at that time. Thereafter, normal overtime rules apply. Standby time at the 10% rate shall be that defined period of off-duty time during which an employee is required by the Department to remain on pager communications or at home in a state of readiness to respond to duty. During training periods, carrying of pager will not be an assigned standby time.

ARTICLE 22 – VACATION

~~ARTICLE 22~~

Section 22.1 Beginning January 1, 2013, bargaining unit Employees working the 24-hour shift shall accrue vacation at the following rates:

YEARS OF EMPLOYMENT	MONTHLY ACCRUAL HOURS	ANNUAL VACATION HOURS

1st - 2nd year of employment	12 - 144
3rd - 5th year of employment	14 - 168
6th - 9th year of employment	17 - 204
10th - 13th year of employment	21 - 252
14th - 17th year of employment	22.5 - 270
18th - 21st year of employment	24.5 - 294
22nd - 24th year of employment	25.5 - 306
25th year or more of employment	26 - 312

Section 22.2 Beginning January 1, 2013, bargaining unit Employees working the 40-hour workweek shall accrue vacation at the following rates:

YEARS OF EMPLOYMENT	MONTHLY ACCRUAL HOURS	ANNUAL VACATION HOURS
1st - 2nd year of employment	11.6	139.2
3rd - 4th year of employment	12	144
5th - 7th year of employment	13.6	163.2
8th - 10th year of employment	14.25	171
11th - 13th year of employment	15	180
14th - 16th year of employment	16.25	195
17th - 19th year of employment	17.6	211.2
20th - 24th year of employment	19	228
25th year or more of employment	19.27	231.2

Section 22.3 Bargaining unit Employees shall accrue vacation leave monthly as outlined above. An Employee shall be eligible to utilize accrued vacation upon successful completion of six months of continuous service. Employees must receive prior approval for all vacation leave.

Section 22.4 Vacation and Holiday time for 24-hour shift personnel shall not be scheduled for less than six hours.

Section 22.5 Employees shall not be allowed to carry over more than 300 hours of vacation leave from December 31st to January 1st of the following year unless specifically authorized by the Fire Chief. Any vacation leave accrued beyond 300 hours on December 31st, will be deducted from the employee's accrued vacation bank. Deducted hours shall be reinstated after a written explanation is submitted to the Fire Chief on or before February 28th, including any reason for exceeding the limit and a plan detailing when the employee shall utilize the available leave down to an allowable level. Upon termination of employment, no payment for vacation accumulation shall exceed two times the terminated Employee's annual vacation accrual.

Section 22.6 Upon transfer from 24-hour shift to day shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by eight tenths (.8). Upon transfer from day shift to the 24-hour shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by one and twenty-five hundredths (1.25). If an employee is transferred to day shift for a period of four (4) months or less and does not use any accrued vacation leave while on day shift, no conversion shall take place.

Section 22.7 Employees may use vacation leave on an emergency basis to attend to family matters of an emergent nature. The leave will be deducted from an employee's vacation leave account, or holiday account if necessary. If the Employer must replace the Employee utilizing emergency leave with personnel on overtime, the amount deducted from their leave account will be at one and one-half times the hours used.

ARTICLE 23 – HOLIDAYS

~~ARTICLE 23~~

Section 23.1 All Employees on the 24-hour shift shall receive 120 hours off in lieu of Holidays. Holiday time will be credited to the employee on 1/1 of each calendar year. Employees hired after 1/1 shall accrue Holiday time on a prorated monthly basis. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 24 hours from December 31st to January 1st of the following year. Those holiday hours exceeding 24 hours shall automatically be converted at the employee's regular rate of pay during the next payroll period.

Section 23.2 All Employees on the 40-hour workweek shall observe Holidays as provided in the City of Kirkland's Personnel Ordinance. The City Holiday Schedule is as follows:

Holiday	Date to be Observed
New Year's Day	January 1st
M.L. King, Jr. Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving Day	4th Friday of November
Half-day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25th
Half-day New Year's Eve	Last regular work day before New Year's Day
One Floating Holiday	Employee's choice
Community Service Day	Employee's choice

Note: Any regular Holiday which falls on a Saturday shall be observed on the preceding Friday. Any regular holiday which falls on a Sunday shall be observed on the following Monday.

Employees covered under Section 23.1 and 23.2 shall receive respectively 10 hours and 8 hours of Community Service Day Leave. Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations, or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

Section 23.3 Employees covered under Section 23.1 may, at their request, receive cash compensation in lieu of holiday hours off. Requests for cash compensation shall be submitted prior to May 31st and November 15th of each year and will be included in their June 23rd and December 8th paychecks. Such request shall be in written form, specify the number of hours being converted (not to exceed 60 hours each request), and once received by administration, shall be non-revocable. Such compensation shall be at the Employee's regular hourly rate.

Section 23.4 Time off shall be scheduled consistent with the guidelines provided in Directive 3.001.

Section 23.5 Bargaining unit members who change work shifts and come under the City Personnel Ordinance for holidays shall have any unearned holiday time removed from their vacation account. Any earned but unused holiday time will be compensated for at the time of transfer. Employees using unearned holiday time prior to termination shall have a like amount deducted from their final paycheck. Accrued holiday time will be prorated at 10 hours per month when going from twenty-four (24) hour shift to forty (40) hour workweek.

ARTICLE 24 – MEDICAL AND DENTAL COVERAGE

~~ARTICLE 24~~

Section 24.1- Maintenance of Benefits
For the plans listed in Section 24.2 of this article, the City shall pay in accordance with the rates provided by the LEOFF Trust (as outlined in Appendix A), and annually for the term of the collective bargaining agreement. Appendix A also outlines the agreed upon responsibilities and liabilities between the City and the LEOFF Trust regarding the administration of health benefits for Employees. The participation agreement shall be substantially similar for the length of the contract.

Section 24.2 -Health Insurance

Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of Trust eligible dependent coverage, through the LEOFF Trust, specifically Plan B (as outlined in Appendix A, sections A1 through A4) or Kaiser Permanente plan, or its equivalent for each Employee of the bargaining unit.

Dental – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of Trust eligible dependent coverage through LEOFF Trust, specifically Plan 3 (as outlined in Appendix A, section A9) for each Employee of the bargaining unit.

Vision Insurance – The LEOFF Trust provides vision coverage to Employees and Trust eligible dependents through the medical plan, therefore it is not necessary for the Employer to pay separate premiums to purchase vision coverage for each Employee of the bargaining unit.

In the event the LEOFF Trust eliminates Plan B or any of the plans listed in this section, the parties will meet to find substantially equivalent benefits in plan design and costs.

Section 24.3 HRA VEBA

The Employer will make contributions as per Appendix A, sections A5 through A7 to an HRA(VEBA) in the amount of $2,000/year for employee only coverage or $3,000/year for family coverage if the Employee enrolls on LEOFF Trust Plan B. If Employee is enrolled on Kaiser Permanente, the Employer will contribute $600/year into the HRA(VEBA). Contributions to the HRA(VEBA) will be made by the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

Section 24.4 Flexible Spending Account

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. Except as provided below, the Employer makes no contribution, makes no assurances of ongoing participation and assumes no liability for claims or benefits.

Contributions to the flexible spending account can be made by the employee as a payroll deduction subject to the rules and limitations contained within the Internal Revenue Code.

Section 24.5

The Employer operates an Employee Health Center as part of the City's self-insured High Deductible Health Plan. Employees covered by this bargaining agreement shall not be eligible to utilize the services provided by the Employee Health Center.

Section 24.6 Retiree Medical – The City shall not sponsor a retiree medical plan. Retiree coverage is offered through the LEOFF Trust. The Employer does not make any contributions to this plan nor does it have any liability for the actions or practices of the Trust.

Section 24.7 Life Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the Employee, up to a guaranteed issue amount of $250,000. The Employee is responsible for any taxes associated with this benefit.

Section 24.8 In the event an Employee is killed in the course of his/her official duty, the City agrees to continue to provide and pay for existing medical and dental coverage to the surviving dependents for a period of one year or until re-marriage of the surviving spouse occurs, whichever occurs first.

ARTICLE 25 – EDUCATION

~~ARTICLE 25~~

Section 25.1 The Employer agrees to reimburse Employees for the cost of tuition or registration for approved courses, provided, those courses are taken while the Employee is employed by the City and that the Employee completes the course and maintains a 2.5 grade point average. Reimbursement is limited to State tuition if courses are taken at private colleges or universities.

Section 25.2 Employees shall supply Human Resources, documentation of their intent to attend college courses during the next academic year, including the number of credits they expect to accrue and the projected cost of those credits by June 15th of each calendar year.

Section 25.3 Employees shall be granted time off with pay for the purpose of attending approved educational courses providing that adequate manpower is available. Once time off has been approved, Employees shall be given at least six hours notice if the approved time off is being revoked.

Section 25.4 Approved classes, for the purposes of this Article, shall mean those classes directly related toward achieving credits for a job-related AA or BA Degree from an accredited institution.

Section 25.5 With approval, the Employer agrees to reimburse Employees for the cost of preparatory courses, materials and certification testing for ICC Fire Inspector 1, provided

the certification is taken while the Employee is employed by the City of Kirkland and that the Employee completes the testing and obtains the certification.

ARTICLE 26 – MUNICIPAL EMPLOYEES BENEFIT TRUST (MEBT)

~~ARTICLE 26~~

Effective January 1, 1987, fire department Employees will become members of the Kirkland Municipal Employees Benefit Trust Fund. The initial sign-up for the individuals electing to participate will occur in December 1986 or earlier. Continuing participation in the Fund will be in accordance with the MEBT by-laws and will not be contingent upon future negotiations.

ARTICLE 27 – TOBACCO FREE WORK ENVIRONMENT

~~ARTICLE 27~~

The City of Kirkland shall provide a Tobacco Free environment for employees of the bargaining unit. Employees in the Bargaining Unit shall not use any tobacco products inside any City of Kirkland facility or on any Fire Department vehicle.

ARTICLE 28 – SUBSTANCE ABUSE POLICY

~~ARTICLE 28~~

The Employer and the Union agree to abide by the Substance Abuse Policy as signed, agreed and amended as required by the parties on August 23, 2000 or as modified by mutual agreement.

ARTICLE 29 – PHYSICAL FITNESS POLICY

~~ARTICLE 29~~

The Employer and the Union agree to abide by the Physical Fitness Policy outlined in Kirkland Fire Department Directive 3.016 dated December 6, 2007, or as modified and agreed upon by the Employer and the Union.

ARTICLE 30 – TRAINING

~~ARTICLE 30~~

Section 30.1 Assignment to the Training Division shall be made by the Fire Chief or his designee from an individual who holds the rank of Battalion Chief and from an individual who holds the rank of Captain, who's not on probation.

Section 30.2 The Chief may assign a Captain and a Battalion Chief to the Training Division on a rotating basis for periods of six months to twenty-four months. In general, it is the intent to rotate the individual through the position at approximately twenty-four month intervals. The time frames may be waived if the Employee and the Fire Chief agree.

Section 30.3 It is the intent that appointments to the Training Division will come first from those who volunteer for the position. After the completion of a 24 month rotation, the incumbent has the option of volunteering for up to an additional 24 months. The rotation shall be filled by the Captain or Battalion Chief who volunteers, that has the most time in grade and has not previously filled the position. If that does not occur, the volunteer with the most time in grade shall fill the position. While assigned to the Training Division, all benefits, seniority, and time in grade considerations will still apply.

30.3.a. In the event there are no volunteers, the Fire Chief shall select a Captain or Battalion Chief with the least time in grade who has not previously been assigned at their current rank. If all Captains or Battalion Chiefs have fulfilled a previous assignment, the Fire Chief shall select the individual who has had the most time since completion of the previous assignment at their current rank.

30.3.b. In the event of an assignment, if a volunteer comes forward prior to the completion of the 24 months, the volunteer shall be allowed to fill the position as long as the assigned has served at least six months and agrees.

Section 30.4 The Captain or Battalion Chief assigned to the Training Division may, at the Fire Chief's discretion, be used to fill in for Company Officers when the Officer is assigned to a training function such as Recruit Academy or special training projects.

Section 30.5 Bargaining unit Employees assigned to the Training Division shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union. The Employer may change the workweek to a five-day schedule if the Training Division is down to one person for a period expected to exceed one month or if the Employee is assigned to a Recruit Academy.

Section 30.6 Employees assigned, as an instructor at a Recruitment Academy, shall provide a timesheet for all hours worked. Those hours, which exceed a 40-hour workweek, shall be paid in compliance with Article 12.1.

Section 30.7 The City will make every effort to announce any new appointments prior to the selection of annual vacation. In the event a rotation must occur after annual vacation picks, employees who are returning to a 24 hour shift will be allowed to select annual vacation irrespective of time off availability. These employees will have up to thirty days to provide their supervisor with their selections.

ARTICLE 31 – FIRE PREVENTION BUREAU

~~ARTICLE 31~~

Section 31.1 Fire Inspector's typical assignment of line personnel is 36 months. Alternative assignments of line personnel may be for a period of 24 to 36 months. The alternative length of assignment is to be agreed upon by the City, Affected employee and Local 2545. Assignment shall be made, if possible on a staggered basis. Based upon organizational needs, the City may elect to extend the incumbent assignment for up to 12 additional months; subject to the approval of the City, affected Employee and the Union.

This section shall not affect the Deputy Fire Marshal.

31.1.a To be eligible for assignment to Fire Inspector an individual must be a Kirkland Firefighter Level 4 or greater, or Kirkland Fire Lieutenant and possess the ability to obtain and maintain an ICC Fire Inspector 1 Certificate. Candidate must annually complete the mandated RFTD training.

31.1.b Selection process for Fire Inspector will consist of an adequate sized pool of a minimum of two (2) eligible candidates will participate in the testing process.

31.1.c A combination assessment center and written open book examination weighted as percentages of the total score as follows:

31.1.c.(1) written examination 30%
31.1.c.(2) oral interview 30%
31.1.c.(3) customer dispute resolution 30%
31.1.c.(4) plan review 10%
31.1.c.(5) assessment center evaluators will not be employees of the City of Kirkland or the Regional Fire Training Division
31.1.c.(6) notification of the examination will be per Section 5.4

31.1.d If no adequate sized pool of candidates exists for the position of Fire Inspector, the following will occur~~:~~:

31.1.d.(1) The position will open to Firefighter 3;
31.1.d.(2) If still no adequate sized pool of candidates exists, the incumbent Fire Inspector will be offered an extension for a period of 12 to 36 months; or an applicant [Pool of one] meeting the minimum qualification, who volunteers, may be assigned to the position.
31.1.d.(3) [Involuntary assignment] If still no adequate sized pool of candidates exists, the appointment of a firefighter meeting minimum qualifications based on least seniority for a period of 24 months may be assigned to the position.
31.1.d.(4) The examination/selection process would be waived for step (2) and (3).

Section 31.2 In the event a Fire Lieutenant is assigned to the Fire Inspector position, a firefighter from the current Fire Lieutenant Eligibility Register may be assigned to fill the temporarily vacant line position, as a temporary assignment to Lieutenant. The City may select from the top three candidates on the register to fill the vacancy. The assignment shall be for up to 12 months. In the event the current register expires prior to the 12 months, another candidate shall be selected from the "new" register for a period of up to 12 months.

31.2.a In the event a Firefighter is selected or assigned to the Fire Inspector position they shall receive pay commensurate with a probationary Lieutenant; 110% of Base Pay; plus the provisions of section 21.11.

Section 31.3 Deputy Fire Marshal: Upon vacancy, the position shall be filled as a Fire Inspector, subject to the provisions provided in Article 31.

Section 31.4 Assistant Fire Marshal: When the staffing level in the Fire prevention Bureau increases above the current staffing level, two Fire inspectors (Inspector/Deputy Fire Marshal), the position of Assistant Fire Marshal shall be established; the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Assistant Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit.

Assistant Fire Marshal's typical assignment is 48 months, and based upon organizational needs, the City may elect to decrease or extend the incumbent assignment. To be eligible for assignment to Assistant Fire Marshal an individual must possess the ability to obtain and maintain the requirements of the position. Candidate must annually complete the mandated training. Assignment to Assistant Fire Marshal shall not preclude an employee from other promotional opportunities but shall be subject to the provisions under Article 5 (Promotions and Vacancies).

31.4.a The Assistant Fire Marshal shall hold the rank of Captain; and the title and duties of Assistant Fire Marshal; and shall be subject to the provisions in

Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.3, 21.10, and 21.11.

31.4.b Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Captain.

31.4.b.1 If there are no applicants, the Fire Chief shall declare a Captain vacancy exists in the position of Assistant Fire Marshal; and shall promote from the current Fire Captain Eligibility Register to the position of Assistant Fire Marshal; and shall be subject to the provisions within Article (5.1b,) (5.2c,) and (5.3,). If there are no applicants from the current Fire Captain Eligibility Register modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

Section 31.5 Fire Marshal: Upon vacancy of the current Fire Marshal incumbent, the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit. Fire Marshal's typical assignment is 60 months, and based upon organizational needs, the City may elect to decrease or extend the incumbent assignment. To be eligible for assignment to Fire Marshal an individual must possess the ability to obtain and maintain the requirements of the position. Candidate must annually complete the mandated training. Assignment to Fire Marshal shall not preclude an employee from other promotional opportunities.

31.5.a The Fire Marshal shall hold the rank of Battalion Chief; and the title and duties of Fire Marshal; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.4, 21.10, and 21.11.

31.5.~~b~~a.1 Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Battalion Chief.

31.5.~~b~~a.2 If there are no applicants, the Fire Chief shall declare a Battalion Chief vacancy exists in the position of Fire Marshal; and shall promote from the current Battalion Chief Eligibility Register to the position of Fire Marshal; and shall be subject to the provisions within Article (5.1c,) (5.2c,) and (5.3,). If there are no applicants from the current Battalion Chief Eligibility Register modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

Section 31.6 Bargaining unit Employees assigned to the Fire Prevention Bureau shall normally be assigned a regular schedule consisting of four consecutive ten-hour days

per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.

ARTICLE 32 – FIREFIGHTER PARAMEDIC

~~ARTICLE 32~~

Section 32.1 Kirkland IAFF members are eligible to apply for Paramedic positions within the City of Redmond. If selected, they will remain employees of the City of Kirkland during Paramedic school and during that time will retain their current wage and benefits.

Section 32.2 After completion of Paramedic school, the employee will be required to leave employment with the City of Kirkland, and become an employee with the City of Redmond. Upon completion of the Paramedic certification, the employee will have a six month period in which the employee has return rights. If the City of Redmond determines that the employee is not meeting the requirements of a Paramedic they shall either 1) become a Redmond Firefighter (no probation) or 2) be allowed to return to the City of Kirkland in their former position provided that they have not been terminated from employment from the City of Redmond for just cause. The employee will return to the City of Kirkland with all seniority and steps as if they had never left. Once Paramedic certification is completed and the employee has six months time as a Paramedic, the option to return to Kirkland is no longer available. Should an employee exercise the return rights under this Section, the least senior newly hired employee who is displaced by the return would have the rights prescribed under Article 7.2.

ARTICLE 33 – EMERGENCY MEDICAL SERVICES OFFICER

~~ARTICLE 33~~

Section 33.1~~:~~ Emergency Medical Services (EMS) Officer: The position of EMS Officer shall hold the rank of Fire Captain; the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position; and that applicants for the vacancy shall come exclusively from within the bargaining unit.

Section 33.2~~:~~ Volunteer applicants for the assignment to EMS Officer will commit to fulfilling the position for a minimum period of 36 months prior to reassignment; and remain in assignment until an alternative Captain vacancy exists; however, assignment to EMS Officer shall not preclude an employee from other promotional opportunities but shall be subject to the provisions under Article 5 (Promotions and Vacancies). Based upon organizational needs, the City may elect to extend the incumbent assignment.

To be eligible for assignment to EMS Officer an individual must possess the ability to obtain and maintain the requirements of the position of Fire Captain. Candidate must annually complete the mandated training.

33.2.a The EMS Officer shall hold the rank of Captain; and the title and duties of EMS Officer; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.3, 21.10, and 21.11.

33.2.b.~~i~~(1) Selection process: [Step 1] The Fire Chief shall first select from those volunteer applicants who currently hold the position of Captain.

33.2.b.~~ii~~(2) [Step 2] If a minimum pool of two (2) eligible candidates does not exist, the Fire Chief may elect to consider applicants from the current Fire Captain Eligibility Register to the position of EMS Officer; which shall be subject to the provisions within Article (5.1b,) (5.2c,) and (5.3,).

If there are no applicants from the current Fire Captain Eligibility Register, modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

Section 33.3~~:~~ Bargaining unit Employees assigned to EMS Officer shall normally be assigned a regular schedule consisting of four, ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.

ARTICLE 34 – EMERGENCY MEDICAL TRANSPORT

~~ARTICLE 34~~

Section 34.1~~:~~ Emergency Medical Transport: The Employer and the Union recognize the IAFF as the exclusive bargaining representative for Emergency Medical Transport; and this change in work is a mandatory subject of bargaining; and agree to maintain a primary emphasis of patient care and delivery of emergency medical services.

Section 34.2~~:~~ The Department shall develop and maintain a Fee for Transport policy; recognizing current emergency medical practices. The Emergency Medical Transport Program shall have no direct impact to the delivery of patient care or the interaction between the responder and the patient.

34.2.a: Kirkland Fire Department Administration shall be responsible for the direct collection of any necessary documentation, electronic data entry and fee collections; responders shall not collect fees or additional billing information other than typical personal patient information in written and electronic format and attempt to obtain a signature on the transport-authorization form.

34.2.b: Patient care shall continue to be paramount and at the full discretion of the responding officer, taking into consideration currently established best practices and EMS guidelines. A patient's ability to pay or refusal to sign a transport agreement shall not limit the responder's discretion to transport or provide care.

34.2.c: The responder shall maintain the discretion to utilize private transport agencies when determined to be medically necessary, situationally appropriate, by patient request, or determined to be the best utilization of resources.

ARTICLE 35 – PERFORMANCE OF DUTY

~~ARTICLE 35~~

Section 35.1 The Employer and the Union shall work together to meet the proficiency requirements of the department; to provide the public with efficient and courteous service and to encourage good attendance of Employees on regular duty.

Section 35.2 Evaluations
The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

35.2.a All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

35.2.b Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Section 33.3.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

Section 35.3 Discipline / Corrective Action
The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

oral warnings, which will be documented;
written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct;
suspension or administrative leave with or without pay;
demotion; or
discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem and may result in more progressive discipline for cause.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of written warning, suspension, demotion, or discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance. All communication surrounding this action is to be treated as confidential and sensitive.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

35.3.a That the Employer did forewarn employee of possible consequences of conduct;

35.3.b That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;

35.3.c That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;

35.3.d That the Employer conducted its investigation objectively;

35.3.e That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

35.3.f That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

35.3.g That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

In order to promote a climate of labor relations that will aid in achieving and maintaining a high level of performance within the department, the Union and the Employees it represents agree that there shall be no strikes or refusals to perform official duties. Any impasse resulting from the terms set forth in this contract will be resolved in mediation or binding arbitration in accordance with Washington State Collective Bargaining Act Laws.

Section 35.4 Vehicle Electronic Mobile Data Device
Subject to the City's requirements under law, the City agrees that it will not review and use electronic mobile data (e.g. Black Box, MDC, AVL) with the intent of generating any complaints against a Kirkland Fire employee. Electronic mobile data may be used as evidence to prove or disprove allegations of misconduct that is reasonably likely to result in discipline made against a Kirkland Fire employee. Absent evidence of misconduct that is reasonably likely to result in discipline, electronic mobile data shall not be used to monitor or evaluate a Kirkland Fire member's performance. Electronic mobile data shall remain confidential between the Employer and the Employee; and shall not be disseminated subject to the City's requirements under law.

ARTICLE 36 – MEETINGS AND COMMITTEES

~~ARTICLE 36~~

Section 36.1 There shall be regular Labor and Management meetings between the Executive Board of the Union and the Administration of the Fire/Building Department. The purpose of these meetings is to discuss all matters referring to the labor agreement. Department Labor and Management meetings shall occur at least on a quarterly basis. Both parties shall have the authority to make non-binding recommendations to the Union and the City. No additional compensation or overtime shall be paid for attendance at the Labor and Management Meeting.

Section 36.2 Biannual (April and October) Executive Labor Management meetings will be held or as needed upon request by either party, and include City Management and the Local. This will be for the purpose of discussing matters of concern and maintaining the relationship between management and the Local.

Section 36.3 Local 2545 will participate with the City on a joint committee that will collaboratively work with the other City Bargaining Units to develop Citywide policies that may potentially impact wages, hours, and working conditions.

ARTICLE 37 – LIABILITY COVERAGE

~~ARTICLE 37~~

The City shall provide legal representation to an employee who is sued, where such litigation results from any alleged error or omission of such employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee within the scope of his or her employment with the City.

The City shall provide insurance coverage under its self-insurance program, or any policy or policies obtained by the City in place thereof, indemnifying the employee for loss if the employee becomes legally obligated to pay for damages which result from errors or omissions of the employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee and within the scope of his/her employment with the City.

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal, or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no obligation under this Article to pay the amount of any settlement, compromise, or judgment entered into or allowed by the employee without the City's prior written consent.

ARTICLE 38 – ENTIRE AGREEMENT

~~ARTICLE 38~~

Section 38.1 The agreement expressed here, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 38.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

ARTICLE 39 – TERMS OF AGREEMENT

~~ARTICLE 39~~

The terms of this Agreement shall be in full force and effect on January 1, ~~2018~~2021, and except as otherwise provided herein, this Agreement shall remain in full force and effect through December 31, ~~2020~~2021. Within 30 days, all current employees at time of signing shall receive retroactive compensation of all back wages and benefit increases effective January 1, ~~2015~~ 2021 to present.

Signed this _____ day of ~~_____, 2017~~May, 2021

CITY OF KIRKLAND, WASHINGTON	INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #2545
By _____	By _____
Kurt Triplett, City Manager	~~Bryan Vadney~~Justin Becker, IAFF Local #2545 President

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As Negotiated:

By _____	By _____
Anh Hoang, Human Resources Director	Evan Hurley, IAFF Negotiator

APPROVED AS TO FORM:

By _____
~~William Evans~~Kevin Raymond, ~~Assistant~~ City Attorney

APPENDIX "A"
to the
Agreement
by and between
City of Kirkland
and
The IAFF, Local #2545

MEDICAL AND DENTAL COVERAGE

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This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer", and the IAFF, Local #2545.

A1. LEOFF Health and Wellness Trust Plan B (High Deductible Plan)

A2. The LEOFF Plan B will be implemented on January 1, 2017, or as soon thereafter as part of the transition to LEOFF Trust.

A3. An employee and spouse/domestic partner who are both employed by the City cannot enroll in separate family plans.

A4. An employee that elects to waive their medical coverage with the City will receive $100/month that will be added to their paycheck. An employee is eligible for the waiver if and only if their spouse/domestic partner is not an employee of the City, and they have provided the City with proof of other coverage.

HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)

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A5. In calendar year 2017, employees who enroll in the LEOFF Plan B or the City's Kaiser Permanente HMO plan, will have contributions deposited into the HRA (VEBA) concurrent with the second payroll in January and the second payroll in July through the duration of the contract. Employees who leave employment prior to July 1st are not eligible for the second contribution.

A6. HRA (VEBA) contributions will be made bi-annually, in the amounts of $1,000 for individuals or $1,500 for families. The total annual contribution that will be made is $2,000 for individuals or $3,000 for family. For purposes of HRA (VEBA) administration "family" is defined as employee plus one or more individual.

A7. Any employee hired after January 1st who enrolls in the LEOFF Plan B will receive prorated contribution amounts based on the quarter in which the employee is eligible

for benefits. The contribution will be deposited concurrent with the second payroll of the month in which their benefits become effective.

Hire Date	Individual Coverage	Family Coverage
January 1st – March 31st	$1,000	$1,500
April 1st – June 30th	$500	$750
July 1st – September 30th	$1,000	$1,500
October 1st – December 31st	$500	$750

A8. Any employee enrolled in the LEOFF Plan B that experiences a status change after January 1st, will receive prorated contribution amounts based on the quarter in which the status change occurs. The contribution will be deposited concurrent with the second payroll of the month following the month in which the status change occurs.

Date of Status Change	
January 1st – March 31st	$500
April 1st – June 30th	$250
July 1st – September 30th	$500
October 1st – December 31st	$250

A9. Law Enforcement Officers and Firefighters Health and Welfare Trust-Dental Plan 3.

AGREEMENT BETWEEN

the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2545

and the

CITY OF KIRKLAND

January 1, 2021 - December 31, 2021

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PREAMBLE

This Agreement is made by and between the International Association of Firefighters Local No. 2545, hereinafter referred to as the "Union", and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer".

PURPOSE

The purpose of the Employer and the Union in entering into this Agreement is to set forth their complete Agreement with regard to wages, hours, and working conditions for the Employees in the bargaining unit so as to promote the efficiency and effectiveness of fire prevention; medical aid services and fire suppression; public safety; and harmonious relations between the Employer and its Employees; giving recognition to the rights and responsibilities of the Employer, the Union, and the Employees.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

1.1 Bargaining Unit shall mean all Employees in the Kirkland Fire/Building Department in the classifications of Firefighter, Deputy Fire Marshal, Fire Inspector, Fire Lieutenant, Fire Captain, and Battalion Chief.

1.2 Base Pay shall mean Firefighter 5 pay grade as set forth in the Salaries Article of this Agreement.

1.3 City shall mean the City of Kirkland.

1.4 Department shall mean the Kirkland Fire/Building Department.

1.5 Deputy Fire Marshal shall mean any incumbent as of March 16, 2001 that serves as a full time Deputy Fire Marshal for the City of Kirkland. The Deputy Fire Marshal will assume seniority as defined in Article 1.

1.6 Employee shall mean an individual who meets the following criteria:

- 1.6.a Employed full time by the City of Kirkland.
- 1.6.b Covered by RCW 41.26 (LEOFF Pension System).
- 1.6.c Employed in a Bargaining Unit position defined in this Agreement.

1.7 Employer shall mean the City of Kirkland.

1.8 Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager or designee.

1.9 Monthly Salary shall mean the monthly rate of pay so identified and set forth in the Salaries Article 21 of this Agreement.

1.10 Line Personnel shall mean regular full time Employees primarily responsible for fire suppression, medical aid, fire inspections and other related duties.

1.11 Overtime shall mean the time worked in excess of normally scheduled hours of duty.

1.12 Seniority shall mean length of continuous service with the Kirkland Fire/Building Department in a represented Bargaining Unit position.

1.13 Shift shall mean each workday served regardless of length of time the workday may be.

1.14 Time in grade shall mean length of continuous service with the Kirkland Fire / Building Department at their current rank.

1.15 Union shall mean the International Association of Firefighters Union, Local #2545.

1.16 Vacation shall mean a granted period of time off duty earned by members of the bargaining unit during which time they shall continue to receive their basic rate of pay.

ARTICLE 2 – UNION RECOGNITION

The Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for all Employees in the bargaining unit.

ARTICLE 3 – UNION ACTIVITIES

Section 3.1 The Employer shall make available to the Union 288 hours of paid leave per annum (1/1 – 12/31) for the purpose of allowing elected Union officials, or substitutes appointed by the Union participation in collective bargaining, grievance handling and permissive activities, limited to the following five conferences listed below:

1. Redmond symposium/ IAFF bi-annual conference
2. IAFF ALTS/HR
3. WSCFF annual (June conference)

4. WSCFF Spring Seminar
5. Fire Ops. 101

3.1.a Notification from the Union President to the Fire Chief not less than seven calendar days in advance when leave will be used.

3.1b No more than 72 hours of union leave shall be covered at the overtime rate of pay.

The Employer retains the right to restrict such leave when an emergency exists or such leave would create a danger to public safety.

Section 3.2 The Employer will grant an Employee, who is a Union representative, reasonable time off with pay for the purpose of attending monthly management meetings, provided such release does not result in the necessity to replace the Employee requesting time off with personnel in compensated status.

Section 3.3 Upon written authorization from an Employee within the bargaining unit, the Employer shall deduct from the wages of that Employee the sum certified as assessments and monthly dues of the Union and shall thereafter forward such sum to the Union during the pay period specified by the Union. Should any Employee not have any monies due him or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that Employee for that month. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 3.4 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each station manned by Union firefighters to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 4 – UNION SECURITY

The Employer and the Union recognize the right of all Employees covered hereunder to become and remain members of the Union in good standing, and the Union accepts its responsibility to fairly represent all Employees in the bargaining unit, regardless of membership status.

ARTICLE 5 – PROMOTIONS AND VACANCIES

Section 5.1 The following are the requirements to be eligible for promotions within the bargaining unit:

5.1.a To be eligible for promotion to Fire Lieutenant an individual must have completed one year as a Firefighter 5. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 60 credit hours from an accredited college towards an associates or bachelors degree.

5.1.b To be eligible for promotion to Fire Captain an individual must have completed one-year full time and currently hold the position of Fire Lieutenant with the Kirkland Fire Department. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 90 credit hours from an accredited college towards an associates or bachelors degree.

5.1.c To be eligible for promotion to Battalion Chief an individual must have completed two years full time and currently hold the position of Fire Captain with the Kirkland Fire Department and shall have earned a minimum of an associates degree from an accredited College or University or have time in service and an equivalent combination of education and experience which provides the necessary skills, knowledge, and ability to successfully perform the duties of the position.

5.1.d To be eligible to take the promotional exams for Lieutenant, Captain and Battalion Chief an individual must meet the above requirements or reasonably be able to satisfy them prior to the expected expiration of the promotional register to be created from the exams. Individuals who pass a promotional exam prior to meeting the requirements for promotion shall have the word "ineligible" listed next to their name on the register until such time as they provide the Fire Chief documentation that they meet all the requirements.

5.1.e Candidates for promotional vacancies within the bargaining unit shall come from an adequately sized pool of eligible candidates from the bargaining unit. An "adequately sized pool" shall be defined as two candidates who meet the qualifications outlined in Sections 5.1.a., 5.1.b., 5.1.c. If an adequately sized pool does not exist, the Employer may adjust the educational requirements outlined in Sections 5.1.a., 5.1.b., 5.1.c. in order to create a pool from within the bargaining unit.

Section 5.2 Promotional exams shall consist of the following:

5.2.a Lieutenant exams shall consist of a professionally prepared, Fire Lieutenant, written exam that will be weighted 40% of the final score. The other 60% shall be divided to include 30% for a tactical exercise and 15% each for two additional "assessment center" type exercises. The two additional exercises

shall be selected by the Employer from the following list and shall be administered by a qualified consultant:

5.2.a.(1) Prepare and present training class or other presentation.

5.2.a.(2) Role play of potential situations.

5.2.a.(3) Visual Resume.

The minimum passing score for the tactical exercise is 70% and the overall composite score for the testing process shall be at least 70% to be placed on the promotional register.

5.2.b Fire Captain and Battalion Chief exams shall consist of an assessment center process provided by a qualified consultant. The assessment center score shall make up 100% of the final score. The minimum composite passing score will be 70%.

5.2.c After receiving a minimum composite score of 70%, at time of certification the candidate shall be awarded a ¼ point to his/her score for each complete year of service after 10 years with the Kirkland Fire Department. The ¼ point service credit is intended for the sole purpose of advancing the placement and consideration of the more senior candidates' position on the eligibility list and is not intended to limit the Fire Chief from considering a candidate's previous years of service and experience when exercising the discretions provided in section 5.3 (rule of three).

5.2.d Psychological testing or evaluation methods may be used in the selection process upon mutual agreement between the Union and the City.

5.2.e No Kirkland Fire Department Employee or Regional Fire Training Division Employee will grade or score the exam. However, nothing in this section shall be construed as to limit the Fire Chief or his designee's ability to evaluate or review the results of examinations or conduct interviews to make promotional decisions. In addition, this section shall not be construed as limiting any powers given to the appointing authority by Civil Service Rules and Regulations.

5.2.f Candidates not present at the appointed time for testing shall fail that portion of the test.

5.2.g After completion of the examination process, candidates shall receive their individual scores, once the civil service appeals process window has lapsed. However, until certified by the Civil Service Commission, those scores may be subject to change.

Section 5.3 Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a register created from the testing process. The City may select from the top three eligible names on the register to fill each vacancy. In the event a leading candidate is bypassed, the determining factors for the bypass will be provided, in writing, to the candidate. If less than three eligible names remain on a certified register at the time of appointment, the City shall have the authority to invalidate the register and complete another examination process.

Section 5.4 The Employer shall post notices at all stations sixty days prior to any promotional exam the position(s) to be filled and the date(s) of the exam. The Employer agrees to post a reading list for the exam(s), if any are available, as soon as it is received from the testing company.

Section 5.5 Promotional tests for Lieutenant and Captain shall be conducted on alternating years. Promotional lists duration for Battalion Chief shall be governed by applicable Civil Service Rules.

5.5.a The Fire Lieutenants test shall be conducted during the second week of May on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under Section 5.3.

5.5.b The Fire Captains test shall be conducted during the second week of November on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under section 5.3.

5.5.c Alternative test dates may be scheduled if agreed upon by the Employer and the Union.

Section 5.6 When the Employer declares that a vacancy exists, every reasonable effort will be made to fill it as soon as possible. The Employer and the Union agree to follow current Kirkland Civil Service rules and regulations regarding provisional and temporary appointments.

Section 5.7 Advancement through the five Firefighter steps shall be governed by the following:

Firefighter 1	Date of hire to 12 months of successful employment (probationary).
Firefighter 2	Completion of 12 months continuous employment.
Firefighter 3	Completion of 24 month's continuous employment, have and maintain EMT-D certification.
Firefighter 4	Completion of 36 month's continuous employment, have and maintain EMT-D certification.
Firefighter 5	Completion of 48 month's continuous employment, have and maintain EMT-D certification.

Section 5.8 In the unlikely event that an employee's WA State EMT-D certification is suspended or revoked, the City and the Union agree to meet and confer in effort to bargain the impacts on a case-by-case basis.

ARTICLE 6 – SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect,

and the parties, upon request of one to the other, shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 7 – LAYOFF AND RECALL

Section 7.1 Layoff – In the event of a reduction in force, the Employee(s) with the least seniority shall be laid off first. Should the reduction in force necessitate any reduction in rank for remaining personnel, the last officer(s) promoted in the rank(s) affected shall be the first to be reduced. Reduction in rank will be based on time in grade (classification).

Section 7.2 Recall – In the event of a recall, the last Employee laid off shall be the first Employee recalled. No new Employee shall be hired until all laid off Employees have been given an opportunity to return to work. This obligation shall expire 36 months after such layoff, or after such time as the Employer is unable to contact the Employee being recalled on each of 21 consecutive calendar days, whichever occurs first. Recall to employment shall, at the discretion of the Employer, be subject to the recalled Employee successfully completing a physical examination. Such examination shall be scheduled by and at the expense of the Employer.

Section 7.3 The Employer shall give notice two weeks in advance to any Employee before layoff or shall pay all wages and benefits allowed in this contract for a two week period following notification. Upon passage of a physical examination, the Employer shall allow the recalled Employee to give two weeks notice to their current employer before reporting to duty. The Employee on layoff status shall keep the Employer notified of the address, telephone number, and hours at which he/she can be contacted. Prior to attempting to contact an Employee to be recalled, the Employer will notify the Union.

Section 7.4 Employees recalled from layoff status shall return to the classification they were in prior to layoff. (For purposes of seniority, all continuous service time immediately preceding the layoff will be considered). Any officers reduced in rank due to reduction in force shall be reinstated to the same position, without further testing, when the first vacancies exist.

ARTICLE 8 – MANAGEMENT RIGHTS

It is recognized that, except as limited and controlled by the terms of this Agreement, the Employer shall retain the right and authority to operate and direct the affairs of the Employer. Employer shall operate and direct various aspects, including, but not limited to, the right to direct the working forces; to control the Fire Department budget; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted. The Employer shall assign and transfer Employees;

determine whether goods and services should be made or purchased; recruit, hire, and promote Employees; relieve Employees due to lack of work or other legitimate reasons; demote, suspend, discipline, or discharge Employees for just cause; to make, modify, and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, facilities, or levels of service.

The Employer agrees that a continuing duty to bargain exists as to changes in wages, hours, and working conditions as may be required by RCW Chapter 41.56.

ARTICLE 9 – RETENTION OF BENEFITS

All uniformly administered rights, benefits, and privileges relating to wages, hours, and working conditions as defined by the Public Employment Relations Commission shall remain in full force during the term of the Agreement.

The Union agrees that a continuing duty to bargain exists regarding changes in wages, hours, and working conditions as defined within RCW 41.56.

ARTICLE 10 – GRIEVANCE HANDLING AND DISPUTE RESOLUTION PROCEDURE

In order to address differences in interpretation, application, or violation of any specific terms of the provisions of this contract or an established practice involving wages, hours, and working conditions or to reach a mutual understanding of the intent of such or other dispute, the parties are encouraged to promptly meet and confer to create a resolve, prior to the filing of a grievance if necessary. The timelines for filing a grievance shall become effective at the completion of the meeting(s) between the parties.

Section 10.1 Definitions

A "Grievance" shall be defined as a claim or dispute raised relating to the interpretation, application, or violation of any specific terms or application of the provisions of this contract. All such claims or disputes shall be processed according to the provisions as set forth herein.

A "business day" as defined in Article 10 is defined as Monday through Friday, excluding recognized holidays.

Section 10.2 The Union shall have full access to the grievance procedure on behalf of itself and/or the employees it represents and may introduce a grievance at any step at or above the Deputy Chief. Employees filing a grievance agree to submit in writing a copy of all relevant facts involving the alleged grievance to the Union Executive Board

prior to Step I. Upon receiving the written petition, a Union representative shall meet with the Employee and recommend a course of action. If the Union wishes to pursue the grievance, the Union will proceed within the applicable timelines to the next appropriate step.

Section 10.3 A grievance filed by the Union that could be handled either through the contract or through a complaint filed with the Kirkland Civil Service Commission must select the method on how to pursue the complaint. Once this "election of remedies" has been chosen the Union acting on the Employee's behalf, has instituted the first step in the chosen process, the outcome of that process shall be binding and the Employee or the Union shall not be allowed to pursue the other course. This section shall not apply if jurisdiction over the issue is denied by the Civil Service Commission and the definition of a grievance as specified in Section 10.1 is applicable.

Section 10.4 Step I. The Union may present a grievance to the Deputy Chief within 40 business days of when the Union became aware or reasonably should have been aware of its alleged occurrence. The written grievance must state the issue, contractual Article, city/department policy or established practice and cite facts giving rise to the grievance, and remedy sought. The Deputy Chief will attempt to resolve the matter and provide a written response to the Union within 15 business days. If the Union is not satisfied with the solution, then the Union has 15 business days to advance the grievance to Step II by re-submitting the grievance to the Chief or his/her designee in writing.

Section 10.5 Step II. Upon receipt of the written grievance, the Fire Chief will attempt to resolve the matter and provide a written response to the Union within 15 business days. If the Union is not satisfied with the solution, then the Union has 15 business days to advance the grievance to Step III by re-submitting the grievance to the City Manager or his/her designee in writing.

Section 10.6 Step III. Upon receipt of the written grievance The City Manager or his/her designee will attempt to resolve the matter and provide a written response to the Union within 15 business days.

Section 10.7 If the grievance is not resolved by the City Manager or his/her designee to the satisfaction of the Union, the grievance may, within 15 business days of the receipt of the response from the City Manager or his/her designee, be referred for arbitration, to an arbitrator from a list of seven (7) currently active arbitrators from the Federal Mediation and Conciliation Service (FMCS) plus: Gary Axon, Alan Krebs, Eric Lindauer, Howell L. Lankford or additional arbitrators may be added if mutually agreed upon by the City and the Union. If any of the named arbitrators become unavailable, the parties agree to name mutually agreeable replacements ensuring an odd number not to exceed 11. The arbitrator will be selected by allowing the City and the Union to alternately delete one name at a time from the list until only one name remains. The party to start the deletion process will be decided by coin flip. It shall be the function of the Arbitrator to

hold a hearing at which the parties may submit their cases concerning the grievance. The Arbitrator shall render his decision based on the interpretation and application of the provisions of this Agreement. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses; provided however, the Union does not thereby waive any rights provided under RCW 49.48.030. If either party desires a record of the proceedings, it shall solely bear the costs of producing such a record.

Section 10.8 Third Party Dispute Mediation

10.8.a Any grievance or work related dispute between two or more parties may be referred to voluntary third party mediation. With the mutual agreement of all the parties to the dispute, the City will provide access to mediation services through the King County Workplace Mediation or similar program.

10.8.b Voluntary mediation may be sought at any step in the grievance process provided that all parties to the grievance agree. When all parties have mutually agreed in writing to mediation, all grievance timeframes will be held in abeyance until the completion of the mediation process. Mediation shall be deemed "completed" when the mediator notifies the parties that no further mediation will take place. At the completion of the mediation process, all timeframes previously in effect will resume.

ARTICLE 11 – HOURS OF DUTY

Section 11.1 Workweek:

11.1.a The workweek for bargaining unit line personnel shall be no more than 48.0 hours per week on an average annual basis. This shall be accomplished by providing two Kelly shifts off after every six scheduled sets, prescheduled on an annual basis; the first months Kelly shifts shall be selected beginning with the employee with the greatest seniority. Once established, any action or changes to shift seniority configuration shall require a new seniority based selection process as provided above.

For example:

A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B Set-2	B Set-2	C	C	A	A	B Set-3
B Set-3	C	C	A	A	B Set-4	B Set-4
C	C	A	A	B Set-5	B Set-5	C
C	A	A	B Set-6	B Set-6	C	C
A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B Set-2	B Set-2	C	C			

11.1.b When a full "set" includes both December 24th and 25th the preceding shift shall share the holiday burden by "flip-flopping" 12/23 & 12/24

Example:	December	22	23	24	25	26	27
	Scheduled	C	C	A	A	B	B
	Changed to	C	A	C	A	B	B

[This adjustment is needed 3 out of every 8 years]

Section 11.2 The work schedule for bargaining unit line personnel shall be two consecutive 24-hour shifts (48 hour "set"). Employees normally shall work two 24-hour shifts followed by 96 hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the Employer and the Union.

The work shift will include one hour for lunch and one hour for dinner. Each on-duty Employee will remain available for an emergency call during these meals breaks.

Training and inspections may be scheduled on a reasonably limited basis between 1800 and 0800 hours to maintain operational skills in night fire suppression, prevention, and inter-departmental cooperation.

Section 11.3 The work schedule for bargaining unit personnel assigned to a 40-hour workweek shall be:

11.3.a 0800-1700 Monday through Friday, or

11.3.b Four consecutive ten-hour days

11.3.c 40-hour personnel may have a flexible work week. Time shall be traded in straight time. For example, if an employee works one hour extra one day, they may work one hour less another day that week to total 40 hours for each week but no week can exceed 40 hours unless approval for overtime has been received. Employees shall notify their supervisor prior to use of flex time. Flex time is to be noted on payroll attendance record as it actually occurs.

11.3.d Alternative schedules, not exceeding forty hours per week with mutual agreement of the employer, employee(s), and Union.

11.3.e Regardless of workweek schedule, each employee will have one hour off for lunch. Each on-duty Employee will remain available for an emergency call during these meal breaks.

Section 11.4 Refer to Article 30 relating to personnel assigned to Training. Refer to Article 31 relating to personnel assigned to Fire Prevention Bureau.

Section 11.5 The Employer and Union acknowledge that Fire Station 24 is not currently staffed with career personnel. The Employer is not compelled to staff Fire Station 24. Should the City decide to staff Fire Station 24, the City agrees to staff it in accordance with the Memorandum of Understanding with the Union dated October 2013. The parties may agree to resolve staffing of Fire Station 24 on a long-term basis. The long-term solution for Fire Station 24 may include one of the following:

11.5.a 24-hour 3 platoon method

11.5.b 24-hour 4 platoon method

11.5.c 12-hour call back staffing

11.5.d 12-hour shift, 3 on 4 off

ARTICLE 12 - OVERTIME / COMPENSATORY TIME

Section 12.1 Overtime shall be paid at the rate of one and one-half times the hourly rate of pay. For the purpose of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.1 multiplied by 52.18 (weeks). The final overtime rate of pay will be rounded to the nearest cent.

Section 12.2

12.2.a Overtime for 40-hour personnel shall be paid at the rate of one and one-half times their hourly rate of pay. For the purposes of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.3 multiplied by 52.18 (weeks) The final overtime rate of pay will be rounded to the nearest cent.

12.2.b 40-hour personnel working overtime during their normal duties are eligible for compensatory time in lieu of overtime. Compensatory time may not be earned if the employee is working overtime as defined in 12.2.e. Compensatory time shall accrue at one and one-half times the hours worked and shall be measured in fifteen minute increments or major fraction thereof.

12.2.c 40-hour personnel may bank up to 40 hours of compensatory time at any given point. If the 40-hour limit is exceeded, the additional hours above 40 will automatically be converted to overtime and paid out as soon as possible thereafter. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 20 hours of compensatory time from October 31st to November 1st. 40 hour personnel may convert up to 40 hours of banked compensatory time into cash for their November 8th pay check. The request for such a payout must be received no later than October 15th of each year. In the event no request is received, all banked compensatory time in excess of 20 hours will be converted into a cash payout in the November 8th check. All compensatory time off shall be used or converted into cash prior to rotation back onto the line. If rotation does not happen before November 8th, cash out should happen at the first reasonable pay check.

12.2.d 40-hour personnel are required to track their approved overtime and compensatory time on a tracking form provided by the City. The tracking form shall be turned into their supervisor with their payroll attendance record each pay period. The employee shall designate whether they wish to be compensated in overtime or compensatory time on the tracking form. If no designation is made, overtime will be paid out in the next appropriate pay period. These hours will be entered in the payroll system and will be separately recorded on their paychecks. When an employee chooses to use Compensatory Time, the time off will be approved by the supervisor in the same manner as vacation or other similar types of leave as per Directive 3.001.

12.2.e Bargaining unit employees assigned to a 40-hour workweek may elect to participate in filling overtime vacancies created by line personnel. A 40-hour employee electing to participate shall be compensated at a rate consistent to line personnel Section 12.1 for the overtime shift(s) worked.

Section 12.3 Employees shall be subject to call back from off duty in an emergency. An Employee called back to duty shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.4 Employees held over for an alarm past the termination of their regular shift will be paid overtime for those periods exceeding 15 minutes and thereafter for each 15-minute period or major fraction thereof.

Section 12.5 The City will use bargaining unit Employees for fill-in shifts when needed. Employees called to work such shifts shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.6 Overtime will be paid for training required by the Employer if such training occurs outside regularly scheduled hours of duty. Voluntary training will not be subject to overtime pay.

Section 12.7 The Employer may utilize the Deputy Chief of Operations as the Duty Chief for short periods of fill-in while the on-duty Battalion Chief is unavailable or in the event of a need for additional command officers.

Section 12.8 Line personnel assigned as a Training Battalion Chief, Training Captain, or Fire Inspector position may be assigned to operation/line duties at an emergency scene and are eligible for call back shift work. Acceptance of call back that may affect their work schedule must be communicated to their supervisor.

ARTICLE 13 – SHIFT CHANGES AND ASSIGNMENTS

Section 13.1 All employees covered by this Agreement and the Union shall receive written notice 30 calendar days in advance of inter-shift assignment and/or work schedule changes. This time limit may be waived at the discretion of the Fire Chief in the case of appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointment. This time limit may also be waived at other times if agreed to by the Employer and the Union.

Section 13.2 Inter-shift swaps shall be allowed on a position for position basis if direct notification is given to the on-duty Battalion Chief prior to the shift swap. For purposes of this section, "positions" shall be defined as: Battalion Chief, Company Officer, Driver, and Firefighter. Inter-shift swaps that are not position for position may be allowed under the following guidelines:

13.2.a The request is approved by the Battalion Chief prior to the swap.

13.2.b The swap does not result in any negative economic impact to the City of Kirkland.

13.2.c If a Firefighter/Acting Officer swaps with an Officer, the payback must occur on a day when there is an Acting Officer position available for the Officer to fill. The same shall hold true for Battalion Chiefs and Captains.

13.2.d Swaps that are not position for position and that have adequate coverage may be cancelled if less than six (6) days notice was given and other leave requests reduce coverage.

13.2.e A bargaining unit member who agrees to an inter-shift swap and is subsequently unable to work shall obtain another Employee to fill the position. If no relief can be obtained, an equal amount of vacation and/or holiday time (if necessary) will be charged against that member. If the Employer must replace the individual on an overtime basis, an amount equal to one and one-half (1 1/2) times vacation and/or holiday time (if necessary) will be charged against that member. This penalty may be waived by the Fire Chief, or his/her designee, if the absence is caused by circumstances the Chief feels are grounds for waiver.

13.2.f Inter-shift swaps are not intended to be used to routinely modify an employee's regularly assigned shift. However, personnel may submit written request for approval by the Deputy Fire Chief for temporary modification of assignment due to special circumstances. It is the employee's responsibility to make up any mandatory training missed as a result of a shift swap.

Section 13.3 Kelly Day swaps will be allowed when:

13.3.a Approval is given by the Battalion Chief prior to the swap.

13.3.b The swap will not result in any economic impact to the City.

Section 13.4 The Employer has no obligation to ensure or facilitate the repayment of shift swaps between employees.

Section 13.5 Special assignments shall not exceed thirty (30) days in any calendar year without negotiations and agreement of the impacts with the Union. Employees assigned to special assignments shall be given thirty (30) days notice of such assignments unless a waiver of such notice is granted by the employee(s) assigned and the Union.

Section 13.6 Temporary assignments may be made to a forty (40) hour work schedule, once in a calendar year, per employee, for periods of up to ninety (90) days only if the Employer and the Employee are in agreement. Notice of such assignments shall adhere to the provisions of Section 13.1.

Section 13.7 Shift Swap – without repayment: To the extent allowed by law, Employees may elect to work in relief of another Employee. In cases of special needs (for example: extended injury or illness, military deployment, other) an Employee may elect work in relief for another Employee without obligation of repayment. Such swap shall not result in any negative economic impact to the City of Kirkland.

Section 13.8 Station Bid Selection: In an effort to provide a fair and equitable assignment of personnel to operational positions within the department, a bid procedure allowing members of the department to express a preference for work assignments is hereby instituted. However, the Fire Chief maintains the right to allocate apparatus and personnel as deemed appropriate for the performance of the department's mission.

13.8.a Employees shall select (bid) station assignments by order of time within their current grade.

13.8.b When a bid vacancy occurs, a notice shall be posted in the stations outlining the nature of the vacancy and the qualifications required to fill the position. Notice of bid positions available shall be posted every sixty (60) days on or about the first of the month. This notice shall include the date and time of closing of the bids, as well as the date, time and place of the next bid committee meeting. A minimum of fifteen (15) calendar days will be allowed for notification of vacancies and filling of bid applications.

13.8.c A Fire Department Bid Committee shall be composed of three (3) representatives appointed by the Union. The Bid Committee shall review submitted bid requests, approve as appropriate, award bid assignments and make recommendation for bid policy change.

13.8.d Beginning the first full set of January 2015, and every thirty-six (36) months thereafter, the Bid Committee shall impose a wholesale re-bid (inter-shifts); unless otherwise agreed by both the Union and Management. Such re-bid shall not occur more than once in any thirty-six (36) month period.

ARTICLE 14 – SICK LEAVE

Section 14.1 Under the terms of this collective bargaining agreement the employee is entitled to sick leave and/or other paid time off. The employer must allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for:

14.1.a Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position; or care for:

14.1.b A child of the employee with a "Health condition" that requires treatment or supervision, defined as:

14.1.b.(1) Any medical condition requiring treatment or medication that the child cannot self administer; or

14.1.b.(2) Any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or

14.1.b.(3) Any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care; or

14.1.b.(4) Any condition rendering the child "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.1.c Any other "immediate family" member, as defined in Article 1 of the employee who is incapable of self-care, has a serious health condition or emergency condition, defined as:

14.1.c.(1) Any "Serious health condition" which means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with impatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such impatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities).

14.1.c.(2) Any individual "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.1.c.(3) Any "Emergency condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.

Others not listed may qualify for the use of sick leave with the direct written approval of the Fire Chief and such approval shall not be unreasonably withheld.

Section 14.2 This section applies to members of the bargaining unit covered under the LEOFF I Retirement System.

14.2.a Employees absent due to injury or illness shall be covered by LEOFF I pension which shall be administered by the City of Kirkland Disability Board.

14.2.b LEOFF I personnel may use up to five shifts (120 hours) annually, for the purposes provided in subsection 14.1.b and 14.1.c.

14.2.c Dependent Leave: Personnel will be granted an additional 48 hours of sick leave per occurrence for the birthing process, receiving of an adopted child, or foster care placement.

Section 14.3 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System on shift.

14.3.a Upon appointment as Firefighter I, shift personnel shall have 288 hours of paid sick leave credited to him/her. If an Employee terminates during the first year of employment, any paid sick leave hours used in excess of the prorated amount of 24 hours per month shall be deducted from the Employee's final paycheck.

14.3.b Employee's sick leave with pay shall accrue at the rate of 24 hours per month beginning with the 13th month.

14.3.c Sick leave shall be cumulative to a maximum of 1440 hours.

14.3.d Any employee changing from 24-hour shift to 40-hour workweek shall use the following sick leave conversion formula:

$$\frac{\text{Employee 24-hour bank} \times 960}{1440}$$

14.3.e Dependent Leave: 48 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child; or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section.

Section 14.4 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System day (40-hour schedule) personnel.

14.4.a Employee with less than five years of employment shall accrue sick leave at a rate of 16 hours per month.

14.4.b Employees with more than five years of employment shall accrue sick leave at a rate of the daily work schedule per month. (i.e. 8-hour daily work schedule shall earn 8 hours per month, 9 hours work schedule earn 9 hours per month, etc.)

14.4.c Sick leave shall be cumulative to a maximum of 960 hours

14.4.d Any employee changing from 40-hour workweek to 24-hour shift shall use the following sick leave conversion formula:

$$\frac{\text{Employee 40-hour bank} \times 1440}{960}$$

14.4.e Dependent Leave: 40 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child, or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section.

Section 14.5 This section shall apply to all members of the Bargaining Unit covered under the LEOFF II Retirement System:

14.5.a Conversion of Sick Leave Cashout to Retiree Medical Account
Upon normal or disability retirement from the City, the employer shall make contributions into the WSCFF Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union in an amount equal to fifty percent of his/her maximum allowable shift rate sick leave. Sick leave cashout shall be converted at a rate of fifty cents ($0.50) on the dollar, of the employee's regular rate of pay (sick leave hours x regular rate of pay x $0.50) and shall not exceed Ten Thousand Dollars ($10,000) in 2008, and Ten Thousand and Five Hundred Dollars ($10,500) in 2009 and 2010. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

14.5.b. Certification of illness or disability by a physician may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form (LEOFF II- Return to Duty Form, w\FIRE\DISABIL/9-17-98/LP.mjd) provided by the Employer and signed by a physician stating that the Employee has been sick or injured and is now able to return to work and perform the required duties.

Section 14.6 Well Child Leave

14.6.a Well Child Sick Leave may be used for the care of a newborn or adopted child or foster care placement, notwithstanding dependent leave as defined above. An employee requesting to use Sick Leave to care for a well child after birth, adoption, or foster care placement shall comply with the following rules:

1. The employee must take the leave within one year of the birth, adoption, or placement of the child.
2. Employees will not be eligible for intermittent usage of Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement.
3. An employee can request up to 12 weeks of leave.
4. In order to use sick leave as noted in this section, an employee must maintain a minimum sick leave bank equal to 18 months of their accrual rate.

14.6.b The following types of leave may be used during the period of time the employee is on Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement:

1. An employee must first use accrued vacation or holiday leave for up to three weeks of the Well child Leave requested.
2. At the completion of up to three weeks of Vacation Leave, an employee may use an equal amount of accrued sick leave.
3. At the completion of the three weeks of accrued sick leave, an employee may use vacation, holiday, or leave without pay for the remainder of the maximum 12 week period.

Section 14.7 Certification of Sick Leave for an "Immediate family" member (as defined in Article 1): The Fire Chief may require an Employee to certify in writing the circumstances requiring the use of Sick Leave for an "Immediate family" member.

ARTICLE 15 – FAMILY MEDICAL LEAVE (FMLA)

Section 15.1 Family Medical Leave shall be governed by Article 15, the provisions of the Family Medical Leave Act of 1993 and applicable state laws:

15.1.a Initiation of Family Medical Leave shall be at the request of the employee and/or any time the Employer has reasonable knowledge of a qualifying event. Each time the Employer determines a potential qualifying event exists, the Employer shall notify the employee, in writing, of potential qualifying event, initiation of leave and include an informational fact sheet of statutory provisions.

15.1.b Certification of illness or disability of the employee by a health care provider may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form (LEOFF II- Return to Duty Form, w\FIRE\DISABIL/9-17-98/LP.mjd) provided by the Employer and signed by a health care provider stating that the Employee has been sick or injured and is now able to return to work and perform his/her required duties.

15.1.c In the event Family Medical Leave is initiated for an "Immediate family" member (as defined in Article 1) the Fire Chief may require an Employee to certify in writing the circumstances requiring the use of leave.

Section 15.2 Dependent leave for personnel shall be governed and prescribed by Articles 14.2.c, 14.3.e, and 14.4.e; which may be used per occurrence for the birthing process or in the receiving of an adopted child.

ARTICLE 16 – BEREAVEMENT LEAVE

Section 16.1 At the request of the Employee, leave due to death in the immediate family shall be granted by the Employer. Such leave shall not exceed two shifts for any one incident. Employees notified of a death while on duty shall be immediately excused from work for the shift. Such time shall not be counted as one of the two shifts off. Any time beyond this amount required because of travel or extenuating circumstances or time requested for a person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave. Members of the immediate family are defined in Article 1.

Section 16.2 Employees that work a forty-hour workweek, bereavement leave shall be granted to an employee in an amount not to exceed five days per year for death in the employee's immediate family. This paid leave is not cumulative from year to year. Any time beyond this amount required because of travel or extenuating circumstances for time requested, or a person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave.

ARTICLE 17 – COURT AND JURY LEAVE

Section 17.1 Employees called to jury duty for Superior or District Court shall be granted leave for those hours the court requires them. Unless otherwise required by the court, Employees will work their normal shifts on Fridays, Saturdays, and Sundays. Employees shall also report for their assigned duties on other days when released by the court prior to 1000 hours, but shall be released from job duties at 2100 if they are scheduled for jury duty the following day.

Section 17.2 Employees on jury duty leave will receive full pay. Jury duty pay received by the Employee, while acting as a juror on their regularly scheduled duty day, shall be turned over to the City.

Section 17.3 An Employee required by Subpoena or City Directive to appear before a Court as a defendant or witness as a result of an incident that occurred during the performance of the Employee's official City duties will be excused from duty with pay for those hours the Court requires them. If the Employee is called while off duty to appear, the Employee will be paid at the overtime rate of pay. Overtime hours shall be limited to travel time from the Employee's Fire Station to the Court, the actual time the Employee is required by the Court and travel time back to the Fire Station. If overtime is submitted to the City, any fee or reimbursement received by an Employee from the Court shall be turned over to the City.

Section 17.4 Employees shall notify the Employer in writing, with documentation, within 72 hours of being called for any duty described in this Article.

Section 17.5 All Employees on the 40-hour work week shall be granted court or jury duty leave as provided in the City of Kirkland Personnel Ordinance.

ARTICLE 18 – L.E.O.F.F. II

Section 18.1 The sections of this Article shall apply to those Employees under the LEOFF II Retirement System.

Section 18.2 Accumulated leave may be used to supplement on-duty disability payments received from the Department of Labor and Industries as set forth in RCW 41.04. Firefighters receiving disability payments through Workers' Compensation will receive their normal rate of pay. All Worker's Compensation checks shall be turned over to the City until all accrued leave has been exhausted. Once accrued leave has been exhausted, the employee's obligation to turn Worker's Compensation checks over to the City shall cease and the City's' obligation of salary to the employee shall be discontinued until the employee is released by the treating physician fit for duty.

Section 18.3 The City shall make a monthly payment to the Washington State Council of Firefighter's Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union, in an amount equal to $75 per employee covered by this agreement. This Trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. These payments shall be included as salary for purpose of calculating retirement benefits consistent with the Washington State Department of Retirement System rules and the Internal Revenue Code.

ARTICLE 19 – LIGHT DUTY

Section 19.1 When an Employee is unable to perform regular duties due to job related injury or illness, and the Employee is receiving the Employer supplement as outlined in RCW 41.04.520, the Employee may be required to perform light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.2 When an Employee is unable to perform regular duties due to non job-related injury or illness and appropriate alternative work, as defined by the Fire Chief, is available, the Employee may request assignment to light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.3 The Employer and the Employee shall confer and agree to an alternative schedule. The limit of time an Employee may be assigned to light duty due to injuries covered in this Article shall be determined by applicable statutes or at the discretion of the Fire Chief, whichever is longer.

Section 19.4 LEOFF I employees are not eligible for light duty assignments in accordance with the RCW.

ARTICLE 20 – HEALTH, WELLNESS AND SAFETY

Section 20.1 Joint Health and Wellness Committee

20.1.a The City and the Union recognize the vital need of health and safety within the Fire Department. For this reason the City and the Union acknowledge and agree to meet or exceed current Safety Standards for Firefighters including infectious disease control and operational practices such as safe staffing levels and best practices for fire fighter safety. Further, the City and Union agree to meet and confer for the purposes of bargaining any health and safety policy or practice requiring immediate implementation (such as, but not limited to HIV, Hepatitis, MRSA, or company staffing or safe practice).

20.1.b Beginning May 2008, the City and Union agree to establish a Joint Health and Wellness Committee (JHWC) that shall consist of two representatives from the City (which may include representative(s) from the Fire Department and/or City administration), two representatives from the Union Executive Board and one certified peer fitness trainer jointly appointed by Labor and Management. The JHWC shall act to proactively anticipate and respond to workplace hazards and shall have the responsibility to recommend changes to the collective bargaining agreement and/or operational changes for immediate implementation regarding items concerning health, wellness, and safety. Generally, the JHWC shall refer to recognized health and safety standards and best practices when recommending changes to the Labor agreement or operational policies and procedures. Widely recognized agencies for health and wellness shall be used to develop recommendations and shall include but not necessarily be limited to:

CDC- Center for Disease Control
IAFC- International Association of Fire Chiefs
IAFF- International Association of Fire Fighters
NIOSH- National Institute of Occupational Safety and Health
USFA- United States Fire Administration
DHS- Department of Homeland Security

NFPA- National Fire Protection Association

Section 20.2 Occupational Exposures

20.2.a The parties recognize that infectious disease exposures to employees are a threat to the public welfare and safety. It is the goal to maximize the protection against infectious diseases for all uniformed members while providing fire, rescue, and emergency medical services to the public without regard to known or suspected diagnoses of communicable disease in any patient or victim.

The City and Union agree to recognize blood-borne and air-borne pathogens including viral and bacterial illnesses and infections (such as, but not limited to HIV, Hepatitis, TB, SARS, Influenza, and MRSA) as duty-related occupational exposures for the purpose of; providing immunizations; determining antibodies and resistance; recognizing and documenting these illnesses as occupational exposures, and agreeing to advocate such designation to the Department of Labor and Industries.

20.2.b In the case of a member who is occupationally exposed the City will provide for the cost of post exposure monitoring. Test results will be provided to each individual for their follow up care or treatment if necessary. Necessary records will be provided to Labor and Industry for their disposition of the case. A copy of this record will be maintained in a secured medical file in Human Resources.

20.2.c An employee, who dies from occupational exposure or from complications thereof, will receive all benefits afforded from a work-related injury or illness, within the control and authority of the City.

Section 20.3

20.3.a The City and Union agree to develop a wellness fitness initiative and be partners in pursuing funding through the budget process. The Joint Health and Wellness Committee (20.1) shall establish a department wellness fitness program that is educational, rehabilitative, and mandatory but non-punitive. Furthermore, it shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and closely follows or meets the intent of the initiative. The program shall include:

Candidate Physical Ability Testing (CPAT);
Confidential Wellness Medical Physicals;
Daily Physical Fitness Program, including certified peer fitness training;
Injury and Medical Rehabilitation;

Behavioral Health;
Annual Fitness Evaluation, conducted by certified peer fitness trainers.

The Department wellness fitness program will be submitted in the budget process in order to seek funding to implement other aspects of the program which have a cost element.

20.3.b Pending budget approval, during the term of the Agreement, the City agrees to initiate the comprehensive wellness and medical program as provided by a qualified provider to be mutually agreed to by the parties. However, if mutual agreement is not reached in Joint Labor Management or contract bargaining, the City retains the right to determine the provider of the program, so long as the standards of the current edition of the NFPA 1582 standards are met. Unless otherwise mutually agreed to in writing, the provider of the medical physical exams will be determined prior to the expiration of the current labor agreement in order for the program to continue into the next contract cycle. This program shall be exclusively confidential between the program administrator and the Employee, and shall include:

Wellness Medical Physical Exam
Individual Action Plan for overall improved Health
Early Health Risk Identification
Early Disease Detection
Early intervention and Remediation

Unless otherwise recommended by the provider of these services, participation shall be mandatory for all bargaining unit employees during each calendar year, beginning in 2022 in order to establish a "base-line" for individual and group recommendations.

Bargaining unit employees will be scheduled by the Department to attend their medical physical exams. Any employee who has missed two (2) scheduled appointments at the Kirkland examination site will be scheduled for a make-up appointment while on duty. If the employee also misses the make-up appointment for any reason, after three (3) missed appointments during the calendar year, the employee could be subject to progressive discipline and/or have their work shift changed to a 40-hour workweek until a medical physical exam is completed. *The City will not pay overtime for the employee to attend the medical physical exam*.

Aggregate, not individual, data from the medical physical exams will be provided to the JHWC for the purpose of identifying trends and ways to improve the membership's health and wellness.

The City will be provided with documentation from the medical physical examiner verifying that each employee who completed the examination is medically qualified or not medically qualified to continue his/her assigned duties per the current edition of the NFPA 1582 standards. If the employee has a medical condition in which leave is needed, the employee is eligible to apply for Worker's Compensation, protected leave or other leave status as provided by City policies and practices, as applicable, while seeking treatment.

Hazardous Material team members' annual medical physical requirements and the annual audiology exams will be met by the medical physical examinations of this Section.

Section 20.4 Respiratory Protection Policy

20.4.a This Article shall meet the statutory requirements provided under WAC 296-842 (medical evaluations) and shall be governed by the Joint Health and Wellness Committee (20.1) as provided above. The Joint Health and Wellness Committee (JHWC) shall recommend, to the Fire Chief, a licensed health care professional (LHCP) to implement and regularly administer the department's respiratory protection program.

20.4.b All bargaining unit employees may be required to wear respiratory protection while performing their duties and, as such, shall be subject to annual medical evaluations as provided by the licensed health care professional. The employer shall provide medical evaluations for employees at no cost.

20.4.c Any specific medical findings shall be exclusively confidential between the licensed health care provider and the Employee. The licensed health care provider shall advise the Employer whether the employee is fit for duty or not fit for duty. The parties shall provide all confidentiality protections provided under the HIPAA 1996 statute.

20.4.d Subsequent medical evaluations may be required if medical signs and symptoms (such as breathing difficulties, extreme fatigue) are observed in the workplace or reported by the employee. Recommendations for re-evaluations shall be made immediately to the on-duty Battalion Chief. Any employee recommended for re-evaluation shall be immediately relieved from duty and shall remain on paid Sick Leave. The Battalion Chief shall provide a written statement and all documented finding to the Joint health and Wellness Committee (JHWC) for their review of the situation.

Section 20.5 The Union shall appoint one representative to be added as a regular member on the Fire Department Safety Committee established by Department Policy 5.101.

Section 20.6 Safe Staffing and Practices for fire ground safety: The JHWC will develop safe fire ground practices which will ensure the safe operations of personnel in fire's hazardous environment. When funding and/or resources are needed to meet safe staffing practices, the JHWC shall develop budget recommendations for the Fire Chief, which may be included in a service package request during the City's budget process, or if an immediate need exists, the city manager will be notified by the Fire Chief. The City Council has ultimate approving authority on all budget requests.

ARTICLE 21 – SALARIES

Section 21.1 Monthly salary for Firefighter I through IV is calculated as a percentage of Firefighter V (Base Pay). The following percentages shall be effective for new hires with a start date on or after November 1, 2013:

- Firefighter I: 74% of Base Pay
- Firefighter II: 77% of Base Pay
- Firefighter III: 83% of Base Pay
- Firefighter IV: 91% of Base Pay

Section 21.2 Upon promotion to Fire Lieutenant an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Lieutenant A pay grade shall be 110% of Base Pay. Upon completion of the probationary period Fire Lieutenant B pay grade shall be 115% of Base Pay.

Section 21.3 Upon promotion to Fire Captain an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Captain A pay grade shall be 118% of Base Pay. Upon completion of the probationary period Fire Captain B pay grade shall be 125% of Base Pay.

Section 21.4 Upon promotion to Battalion Chief an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Battalion Chief A pay grade shall be 133% of Base Pay. Upon completion of the probationary period Battalion Chief B pay grade shall be 140% of Base Pay.

Section 21.5

21.5.a A Firefighter who is assigned the duties of Fire Lieutenant for a minimum of six hours per 24-hour shift shall be paid the Fire Lieutenant A pay grade for the actual hours worked as a Fire Lieutenant.

21.5.b A Fire Captain who is assigned the duties of a Battalion Chief for a minimum of six hours per 24-hour shift shall be paid the Battalion Chief A pay grade or the actual hours worked as a Battalion Chief.

Section 21.6
Effective January 1, 2021, the monthly rate of Base Pay shall be increased by two percent (2%), which represents one percent (1%) for the Cost of Living Adjustment (COLA) and one percent (1%) market adjustment.

Section 21.7 An additional two percent of Base Pay shall be awarded as compensation for Employees who are members of the Hazardous Materials Team. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees shall be members of the Hazardous Materials Team. Employees shall be appointed to the team from a pool of eligible applicants from the bargaining unit. Management retains the right to reserve one position on the team for a non-bargaining unit Department representative.

Section 21.8 An additional two percent of Base Pay shall be awarded as compensation for Employees who are assigned as SCBA Specialist. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees are assigned as SCBA Specialist.

Section 21.9 An additional six-percent of Base Pay shall be awarded as compensation for the Battalion Chief and the Company Officer assigned to the Training Division.

Section 21.10 Longevity
Employees shall be awarded longevity compensation according to the following table:

5 - 9 completed years of service	2% of Base Pay
10-11 completed years of service	3% of Base Pay
12-15 completed years of service	4% of Base Pay
16-19 completed years of service	5% of Base Pay
20-24 completed years of service	6% of Base Pay
25-29 completed years of service	7% of Base Pay
30+ completed years of service	10% of Base Pay

Section 21.11 Line personnel assigned to a Fire Inspector position will be awarded an additional 6% of Base pay as defined in Article 1.2.

Section 21.12 Deputy Fire Marshal will be assigned pay at an equivalent to Fire Fighter 4. Upon completion of Fire Fighter 1 certification, (s)he will be assigned pay at an equivalent to Fire Fighter 5.

Section 21.13 Fire Investigation Team Members Standby
Off-duty standby assignments shall be for a fixed, predetermined period of time. Employees formally placed on off-duty standby status by the Fire Chief or Deputy Fire Chief shall be compensated on the basis of ten percent (10%) of straight time pay. If

the employee is actually called back to work, the off-duty standby premium shall cease at that time. Thereafter, normal overtime rules apply. Standby time at the 10% rate shall be that defined period of off-duty time during which an employee is required by the Department to remain on pager communications or at home in a state of readiness to respond to duty. During training periods, carrying of pager will not be an assigned standby time.

ARTICLE 22 – VACATION

Section 22.1 Beginning January 1, 2013, bargaining unit Employees working the 24-hour shift shall accrue vacation at the following rates:

YEARS OF EMPLOYMENT	MONTHLY ACCRUAL HOURS	ANNUAL VACATION HOURS
1st - 2nd year of employment	12	144
3rd - 5th year of employment	14	168
6th - 9th year of employment	17	204
10th - 13th year of employment	21	252
14th - 17th year of employment	22.5	270
18th - 21st year of employment	24.5	294
22nd - 24th year of employment	25.5	306
25th year or more of employment	26	312

Section 22.2 Beginning January 1, 2013, bargaining unit Employees working the 40-hour workweek shall accrue vacation at the following rates:

YEARS OF EMPLOYMENT	MONTHLY ACCRUAL HOURS	ANNUAL VACATION HOURS
1st - 2nd year of employment	11.6	139.2
3rd - 4th year of employment	12	144
5th - 7th year of employment	13.6	163.2
8th - 10th year of employment	14.25	171
11th - 13th year of employment	15	180
14th - 16th year of employment	16.25	195
17th - 19th year of employment	17.6	211.2
20th - 24th year of employment	19	228
25th year or more of employment	19.27	231.2

Section 22.3 Bargaining unit Employees shall accrue vacation leave monthly as outlined above. An Employee shall be eligible to utilize accrued vacation upon successful

completion of six months of continuous service. Employees must receive prior approval for all vacation leave.

Section 22.4 Vacation and Holiday time for 24-hour shift personnel shall not be scheduled for less than six hours.

Section 22.5 Employees shall not be allowed to carry over more than 300 hours of vacation leave from December 31st to January 1st of the following year unless specifically authorized by the Fire Chief. Any vacation leave accrued beyond 300 hours on December 31st, will be deducted from the employee's accrued vacation bank. Deducted hours shall be reinstated after a written explanation is submitted to the Fire Chief on or before February 28th, including any reason for exceeding the limit and a plan detailing when the employee shall utilize the available leave down to an allowable level. Upon termination of employment, no payment for vacation accumulation shall exceed two times the terminated Employee's annual vacation accrual.

Section 22.6 Upon transfer from 24-hour shift to day shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by eight tenths (.8). Upon transfer from day shift to the 24-hour shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by one and twenty-five hundredths (1.25). If an employee is transferred to day shift for a period of four (4) months or less and does not use any accrued vacation leave while on day shift, no conversion shall take place.

Section 22.7 Employees may use vacation leave on an emergency basis to attend to family matters of an emergent nature. The leave will be deducted from an employee's vacation leave account, or holiday account if necessary. If the Employer must replace the Employee utilizing emergency leave with personnel on overtime, the amount deducted from their leave account will be at one and one-half times the hours used.

ARTICLE 23 – HOLIDAYS

Section 23.1 All Employees on the 24-hour shift shall receive 120 hours off in lieu of Holidays. Holiday time will be credited to the employee on 1/1 of each calendar year. Employees hired after 1/1 shall accrue Holiday time on a prorated monthly basis. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 24 hours from December 31st to January 1st of the following year. Those holiday hours exceeding 24 hours shall automatically be converted at the employee's regular rate of pay during the next payroll period.

Section 23.2 All Employees on the 40-hour workweek shall observe Holidays as provided in the City of Kirkland's Personnel Ordinance. The City Holiday Schedule is as follows:

Holiday	Date to be Observed
New Year's Day	January 1st
M.L. King, Jr. Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving Day	4th Friday of November
Half-day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25th
Half-day New Year's Eve	Last regular work day before New Year's Day
One Floating Holiday	Employee's choice
Community Service Day	Employee's choice

Note: Any regular Holiday which falls on a Saturday shall be observed on the preceding Friday. Any regular holiday which falls on a Sunday shall be observed on the following Monday.

Employees covered under Section 23.1 and 23.2 shall receive respectively 10 hours and 8 hours of Community Service Day Leave. Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations, or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

Section 23.3 Employees covered under Section 23.1 may, at their request, receive cash compensation in lieu of holiday hours off. Requests for cash compensation shall be submitted prior to May 31st and November 15th of each year and will be included in their June 23rd and December 8th paychecks. Such request shall be in written form, specify the number of hours being converted (not to exceed 60 hours each request), and once received by administration, shall be non-revocable. Such compensation shall be at the Employee's regular hourly rate.

Section 23.4 Time off shall be scheduled consistent with the guidelines provided in Directive 3.001.

Section 23.5 Bargaining unit members who change work shifts and come under the City Personnel Ordinance for holidays shall have any unearned holiday time removed from their vacation account. Any earned but unused holiday time will be compensated for at the time of transfer. Employees using unearned holiday time prior to termination shall have a like amount deducted from their final paycheck. Accrued holiday time will be prorated at 10 hours per month when going from twenty-four (24) hour shift to forty (40) hour workweek.

ARTICLE 24 – MEDICAL AND DENTAL COVERAGE

Section 24.1 Maintenance of Benefits
For the plans listed in Section 24.2 of this article, the City shall pay in accordance with the rates provided by the LEOFF Trust (as outlined in Appendix A), and annually for the term of the collective bargaining agreement. Appendix A also outlines the agreed upon responsibilities and liabilities between the City and the LEOFF Trust regarding the administration of health benefits for Employees. The participation agreement shall be substantially similar for the length of the contract.

Section 24.2 Health Insurance
Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of Trust eligible dependent coverage, through the LEOFF Trust, specifically Plan B (as outlined in Appendix A, sections A1 through A4) or Kaiser Permanente plan, or its equivalent for each Employee of the bargaining unit.

Dental – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of Trust eligible dependent coverage through LEOFF Trust, specifically Plan 3 (as outlined in Appendix A, section A9) for each Employee of the bargaining unit.

Vision Insurance – The LEOFF Trust provides vision coverage to Employees and Trust eligible dependents through the medical plan, therefore it is not necessary for the Employer to pay separate premiums to purchase vision coverage for each Employee of the bargaining unit.

In the event the LEOFF Trust eliminates Plan B or any of the plans listed in this section, the parties will meet to find substantially equivalent benefits in plan design and costs.

Section 24.3 HRA VEBA
The Employer will make contributions as per Appendix A, sections A5 through A7 to an HRA(VEBA) in the amount of $2,000/year for employee only coverage or $3,000/year for family coverage if the Employee enrolls on LEOFF Trust Plan B. If Employee is enrolled on Kaiser Permanente, the Employer will contribute $600/year into the HRA(VEBA). Contributions to the HRA(VEBA) will be made by the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

Section 24.4 Flexible Spending Account
The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. Except as provided below, the Employer makes no contribution, makes no assurances of ongoing participation and assumes no liability for claims or benefits.

Contributions to the flexible spending account can be made by the employee as a payroll deduction subject to the rules and limitations contained within the Internal Revenue Code.

Section 24.5
The Employer operates an Employee Health Center as part of the City's self-insured High Deductible Health Plan. Employees covered by this bargaining agreement shall not be eligible to utilize the services provided by the Employee Health Center.

Section 24.6 Retiree Medical – The City shall not sponsor a retiree medical plan. Retiree coverage is offered through the LEOFF Trust. The Employer does not make any contributions to this plan nor does it have any liability for the actions or practices of the Trust.

Section 24.7 Life Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the Employee, up to a guaranteed issue amount of $250,000. The Employee is responsible for any taxes associated with this benefit.

Section 24.8 In the event an Employee is killed in the course of his/her official duty, the City agrees to continue to provide and pay for existing medical and dental coverage to the surviving dependents for a period of one year or until re-marriage of the surviving spouse occurs, whichever occurs first.

ARTICLE 25 – EDUCATION

Section 25.1 The Employer agrees to reimburse Employees for the cost of tuition or registration for approved courses, provided, those courses are taken while the Employee is employed by the City and that the Employee completes the course and maintains a 2.5 grade point average. Reimbursement is limited to State tuition if courses are taken at private colleges or universities.

Section 25.2 Employees shall supply Human Resources, documentation of their intent to attend college courses during the next academic year, including the number of credits they expect to accrue and the projected cost of those credits by June 15th of each calendar year.

Section 25.3 Employees shall be granted time off with pay for the purpose of attending approved educational courses providing that adequate manpower is available. Once time off has been approved, Employees shall be given at least six hours notice if the approved time off is being revoked.

Section 25.4 Approved classes, for the purposes of this Article, shall mean those classes directly related toward achieving credits for a job-related AA or BA Degree from an accredited institution.

Section 25.5 With approval, the Employer agrees to reimburse Employees for the cost of preparatory courses, materials and certification testing for ICC Fire Inspector 1, provided the certification is taken while the Employee is employed by the City of Kirkland and that the Employee completes the testing and obtains the certification.

ARTICLE 26 – MUNICIPAL EMPLOYEES BENEFIT TRUST (MEBT)

Effective January 1, 1987, fire department Employees will become members of the Kirkland Municipal Employees Benefit Trust Fund. The initial sign-up for the individuals electing to participate will occur in December 1986 or earlier. Continuing participation in the Fund will be in accordance with the MEBT by-laws and will not be contingent upon future negotiations.

ARTICLE 27 – TOBACCO FREE WORK ENVIRONMENT

The City of Kirkland shall provide a Tobacco Free environment for employees of the bargaining unit. Employees in the Bargaining Unit shall not use any tobacco products inside any City of Kirkland facility or on any Fire Department vehicle.

ARTICLE 28 – SUBSTANCE ABUSE POLICY

The Employer and the Union agree to abide by the Substance Abuse Policy as signed, agreed and amended as required by the parties on August 23, 2000 or as modified by mutual agreement.

ARTICLE 29 – PHYSICAL FITNESS POLICY

The Employer and the Union agree to abide by the Physical Fitness Policy outlined in Kirkland Fire Department Directive 3.016 dated December 6, 2007, or as modified and agreed upon by the Employer and the Union.

ARTICLE 30 – TRAINING

Section 30.1 Assignment to the Training Division shall be made by the Fire Chief or his designee from an individual who holds the rank of Battalion Chief and from an individual who holds the rank of Captain, who's not on probation.

Section 30.2 The Chief may assign a Captain and a Battalion Chief to the Training Division on a rotating basis for periods of six months to twenty-four months. In general, it is the intent to rotate the individual through the position at approximately twenty-four month intervals. The time frames may be waived if the Employee and the Fire Chief agree.

Section 30.3 It is the intent that appointments to the Training Division will come first from those who volunteer for the position. After the completion of a 24 month rotation, the incumbent has the option of volunteering for up to an additional 24 months. The rotation shall be filled by the Captain or Battalion Chief who volunteers, that has the most time in grade and has not previously filled the position. If that does not occur, the volunteer with the most time in grade shall fill the position. While assigned to the Training Division, all benefits, seniority, and time in grade considerations will still apply.

30.3.a. In the event there are no volunteers, the Fire Chief shall select a Captain or Battalion Chief with the least time in grade who has not previously been assigned at their current rank. If all Captains or Battalion Chiefs have fulfilled a previous assignment, the Fire Chief shall select the individual who has had the most time since completion of the previous assignment at their current rank.

30.3.b. In the event of an assignment, if a volunteer comes forward prior to the completion of the 24 months, the volunteer shall be allowed to fill the position as long as the assigned has served at least six months and agrees.

Section 30.4 The Captain or Battalion Chief assigned to the Training Division may, at the Fire Chief's discretion, be used to fill in for Company Officers when the Officer is assigned to a training function such as Recruit Academy or special training projects.

Section 30.5 Bargaining unit Employees assigned to the Training Division shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union. The Employer may change the workweek to a five-day schedule if the Training Division is down to one person for a period expected to exceed one month or if the Employee is assigned to a Recruit Academy.

Section 30.6 Employees assigned, as an instructor at a Recruitment Academy, shall provide a timesheet for all hours worked. Those hours, which exceed a 40-hour workweek, shall be paid in compliance with Article 12.1.

Section 30.7 The City will make every effort to announce any new appointments prior to the selection of annual vacation. In the event a rotation must occur after annual vacation picks, employees who are returning to a 24 hour shift will be allowed to select annual vacation irrespective of time off availability. These employees will have up to thirty days to provide their supervisor with their selections.

ARTICLE 31 – FIRE PREVENTION BUREAU

Section 31.1 Fire Inspector's typical assignment of line personnel is 36 months. Alternative assignments of line personnel may be for a period of 24 to 36 months. The alternative length of assignment is to be agreed upon by the City, Affected employee and Local 2545. Assignment shall be made, if possible on a staggered basis. Based upon organizational needs, the City may elect to extend the incumbent assignment for up to 12 additional months; subject to the approval of the City, affected Employee and the Union.

This section shall not affect the Deputy Fire Marshal.

31.1.a To be eligible for assignment to Fire Inspector an individual must be a Kirkland Firefighter Level 4 or greater, or Kirkland Fire Lieutenant and possess the ability to obtain and maintain an ICC Fire Inspector 1 Certificate. Candidate must annually complete the mandated RFTD training.

31.1.b Selection process for Fire Inspector will consist of an adequate sized pool of a minimum of two (2) eligible candidates will participate in the testing process.

31.1.c A combination assessment center and written open book examination weighted as percentages of the total score as follows:

31.1.c.(1) written examination 30%
31.1.c.(2) oral interview 30%
31.1.c.(3) customer dispute resolution 30%
31.1.c.(4) plan review 10%
31.1.c.(5) assessment center evaluators will not be employees of the City of Kirkland or the Regional Fire Training Division
31.1.c.(6) notification of the examination will be per Section 5.4

31.1.d If no adequate sized pool of candidates exists for the position of Fire Inspector, the following will occur:

31.1.d.(1) The position will open to Firefighter 3;

31.1.d.(2) If still no adequate sized pool of candidates exists, the incumbent Fire Inspector will be offered an extension for a period of 12 to 36 months; or an applicant [Pool of one] meeting the minimum qualification, who volunteers, may be assigned to the position.

31.1.d.(3) [Involuntary assignment] If still no adequate sized pool of candidates exists, the appointment of a firefighter meeting minimum qualifications based on least seniority for a period of 24 months may be assigned to the position.

31.1.d.(4) The examination/selection process would be waived for step (2) and (3).

Section 31.2 In the event a Fire Lieutenant is assigned to the Fire Inspector position, a firefighter from the current Fire Lieutenant Eligibility Register may be assigned to fill the temporarily vacant line position, as a temporary assignment to Lieutenant. The City may select from the top three candidates on the register to fill the vacancy. The assignment shall be for up to 12 months. In the event the current register expires prior to the 12 months, another candidate shall be selected from the "new" register for a period of up to 12 months.

31.2.a In the event a Firefighter is selected or assigned to the Fire Inspector position they shall receive pay commensurate with a probationary Lieutenant; 110% of Base Pay; plus the provisions of section 21.11.

Section 31.3 Deputy Fire Marshal: Upon vacancy, the position shall be filled as a Fire Inspector, subject to the provisions provided in Article 31.

Section 31.4 Assistant Fire Marshal: When the staffing level in the Fire prevention Bureau increases above the current staffing level, two Fire inspectors (Inspector/Deputy Fire Marshal), the position of Assistant Fire Marshal shall be established; the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Assistant Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit.

Assistant Fire Marshal's typical assignment is 48 months, and based upon organizational needs, the City may elect to decrease or extend the incumbent assignment. To be eligible for assignment to Assistant Fire Marshal an individual must possess the ability to obtain and maintain the requirements of the position. Candidate must annually complete the mandated training. Assignment to Assistant Fire Marshal shall not preclude an employee from other promotional opportunities but shall be subject to the provisions under Article 5 (Promotions and Vacancies).

31.4.a The Assistant Fire Marshal shall hold the rank of Captain; and the title and duties of Assistant Fire Marshal; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.3, 21.10, and 21.11.

31.4.b Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Captain.

31.4.b.1 If there are no applicants, the Fire Chief shall declare a Captain vacancy exists in the position of Assistant Fire Marshal; and shall promote from the current Fire Captain Eligibility Register to the position of Assistant Fire Marshal; and shall be subject to the provisions within Article (5.1b,) (5.2c,) and (5.3,). If there are no applicants from the current Fire Captain Eligibility Register modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

Section 31.5 Fire Marshal: Upon vacancy of the current Fire Marshal incumbent, the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit. Fire Marshal's typical assignment is 60 months, and based upon organizational needs, the City may elect to decrease or extend the incumbent assignment. To be eligible for assignment to Fire Marshal an individual must possess the ability to obtain and maintain the requirements of the position. Candidate must annually complete the mandated training. Assignment to Fire Marshal shall not preclude an employee from other promotional opportunities.

31.5.a The Fire Marshal shall hold the rank of Battalion Chief; and the title and duties of Fire Marshal; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.4, 21.10, and 21.11.

31.5.a.1 Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Battalion Chief.

31.5.a.2 If there are no applicants, the Fire Chief shall declare a Battalion Chief vacancy exists in the position of Fire Marshal; and shall promote from the current Battalion Chief Eligibility Register to the position of Fire Marshal; and shall be subject to the provisions within Article (5.1c,) (5.2c,) and (5.3,). If there are no applicants from the current Battalion Chief Eligibility Register modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

Section 31.6 Bargaining unit Employees assigned to the Fire Prevention Bureau shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.

ARTICLE 32 – FIREFIGHTER PARAMEDIC

Section 32.1 Kirkland IAFF members are eligible to apply for Paramedic positions within the City of Redmond. If selected, they will remain employees of the City of Kirkland during Paramedic school and during that time will retain their current wage and benefits.

Section 32.2 After completion of Paramedic school, the employee will be required to leave employment with the City of Kirkland, and become an employee with the City of Redmond. Upon completion of the Paramedic certification, the employee will have a six month period in which the employee has return rights. If the City of Redmond determines that the employee is not meeting the requirements of a Paramedic they shall either 1) become a Redmond Firefighter (no probation) or 2) be allowed to return to the City of Kirkland in their former position provided that they have not been terminated from employment from the City of Redmond for just cause. The employee will return to the City of Kirkland with all seniority and steps as if they had never left. Once Paramedic certification is completed and the employee has six months time as a Paramedic, the option to return to Kirkland is no longer available. Should an employee exercise the return rights under this Section, the least senior newly hired employee who is displaced by the return would have the rights prescribed under Article 7.2.

ARTICLE 33 – EMERGENCY MEDICAL SERVICES OFFICER

Section 33.1 Emergency Medical Services (EMS) Officer: The position of EMS Officer shall hold the rank of Fire Captain; the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position; and that applicants for the vacancy shall come exclusively from within the bargaining unit.

Section 33.2 Volunteer applicants for the assignment to EMS Officer will commit to fulfilling the position for a minimum period of 36 months prior to reassignment; and remain in assignment until an alternative Captain vacancy exists; however, assignment to EMS Officer shall not preclude an employee from other promotional opportunities but shall be subject to the provisions under Article 5 (Promotions and Vacancies). Based upon organizational needs, the City may elect to extend the incumbent assignment.

To be eligible for assignment to EMS Officer an individual must possess the ability to obtain and maintain the requirements of the position of Fire Captain. Candidate must annually complete the mandated training.

33.2.a The EMS Officer shall hold the rank of Captain; and the title and duties of EMS Officer; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.3, 21.10, and 21.11.

33.2.b.(1) Selection process: [Step 1] The Fire Chief shall first select from those volunteer applicants who currently hold the position of Captain.

33.2.b.(2) [Step 2] If a minimum pool of two (2) eligible candidates does not exist, the Fire Chief may elect to consider applicants from the current Fire Captain Eligibility Register to the position of EMS Officer; which shall be subject to the provisions within Article (5.1b,) (5.2c,) and (5.3,).

If there are no applicants from the current Fire Captain Eligibility Register, modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

Section 33.3 Bargaining unit Employees assigned to EMS Officer shall normally be assigned a regular schedule consisting of four, ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.

ARTICLE 34 – EMERGENCY MEDICAL TRANSPORT

Section 34.1 Emergency Medical Transport: The Employer and the Union recognize the IAFF as the exclusive bargaining representative for Emergency Medical Transport; and this change in work is a mandatory subject of bargaining; and agree to maintain a primary emphasis of patient care and delivery of emergency medical services.

Section 34.2 The Department shall develop and maintain a Fee for Transport policy; recognizing current emergency medical practices. The Emergency Medical Transport Program shall have no direct impact to the delivery of patient care or the interaction between the responder and the patient.

34.2.a Kirkland Fire Department Administration shall be responsible for the direct collection of any necessary documentation, electronic data entry and fee collections; responders shall not collect fees or additional billing

information other than typical personal patient information in written and electronic format and attempt to obtain a signature on the transport-authorization form.

34.2.b Patient care shall continue to be paramount and at the full discretion of the responding officer, taking into consideration currently established best practices and EMS guidelines. A patient's ability to pay or refusal to sign a transport agreement shall not limit the responder's discretion to transport or provide care.

34.2.c The responder shall maintain the discretion to utilize private transport agencies when determined to be medically necessary, situationally appropriate, by patient request, or determined to be the best utilization of resources.

ARTICLE 35 – PERFORMANCE OF DUTY

Section 35.1 The Employer and the Union shall work together to meet the proficiency requirements of the department; to provide the public with efficient and courteous service and to encourage good attendance of Employees on regular duty.

Section 35.2 Evaluations
The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

35.2.a All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

35.2.b Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Section 33.3.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

Section 35.3 Discipline / Corrective Action
The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct;
- suspension or administrative leave with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem and may result in more progressive discipline for cause.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of written warning, suspension, demotion, or discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance. All communication surrounding this action is to be treated as confidential and sensitive.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

35.3.a That the Employer did forewarn employee of possible consequences of conduct;

35.3.b That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;

35.3.c That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;

35.3.d That the Employer conducted its investigation objectively;

35.3.e That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

35.3.f That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

35.3.g That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

In order to promote a climate of labor relations that will aid in achieving and maintaining a high level of performance within the department, the Union and the Employees it represents agree that there shall be no strikes or refusals to perform official duties. Any impasse resulting from the terms set forth in this contract will be resolved in mediation or binding arbitration in accordance with Washington State Collective Bargaining Act Laws.

Section 35.4 Vehicle Electronic Mobile Data Device
Subject to the City's requirements under law, the City agrees that it will not review and use electronic mobile data (e.g. Black Box, MDC, AVL) with the intent of generating any complaints against a Kirkland Fire employee. Electronic mobile data may be used as evidence to prove or disprove allegations of misconduct that is reasonably likely to result in discipline made against a Kirkland Fire employee. Absent evidence of misconduct that is reasonably likely to result in discipline, electronic mobile data shall not be used to monitor or evaluate a Kirkland Fire member's performance. Electronic mobile data shall remain confidential between the Employer and the Employee; and shall not be disseminated subject to the City's requirements under law.

ARTICLE 36 – MEETINGS AND COMMITTEES

Section 36.1 There shall be regular Labor and Management meetings between the Executive Board of the Union and the Administration of the Fire/Building Department. The purpose of these meetings is to discuss all matters referring to the labor agreement. Department Labor and Management meetings shall occur at least on a quarterly basis. Both parties shall have the authority to make non-binding recommendations to the Union and the City. No additional compensation or overtime shall be paid for attendance at the Labor and Management Meeting.

Section 36.2 Biannual (April and October) Executive Labor Management meetings will be held or as needed upon request by either party, and include City Management and the Local. This will be for the purpose of discussing matters of concern and maintaining the relationship between management and the Local.

Section 36.3 Local 2545 will participate with the City on a joint committee that will collaboratively work with the other City Bargaining Units to develop Citywide policies that may potentially impact wages, hours, and working conditions.

ARTICLE 37 – LIABILITY COVERAGE

The City shall provide legal representation to an employee who is sued, where such litigation results from any alleged error or omission of such employee performed or

omitted by the employee on behalf of the City in his or her capacity as an employee within the scope of his or her employment with the City.

The City shall provide insurance coverage under its self-insurance program, or any policy or policies obtained by the City in place thereof, indemnifying the employee for loss if the employee becomes legally obligated to pay for damages which result from errors or omissions of the employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee and within the scope of his/her employment with the City.

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal, or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no obligation under this Article to pay the amount of any settlement, compromise, or judgment entered into or allowed by the employee without the City's prior written consent.

ARTICLE 38 – ENTIRE AGREEMENT

Section 38.1 The agreement expressed here, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 38.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

ARTICLE 39 – TERMS OF AGREEMENT

The terms of this Agreement shall be in full force and effect on January 1, 2021, and except as otherwise provided herein, this Agreement shall remain in full force and effect through December 31, 2021. Within 30 days, all current employees at time of signing shall receive retroactive compensation of all back wages and benefit increases effective January 1, 2021 to present.

Signed this _____ day of May, 2021

CITY OF KIRKLAND, WASHINGTON

By _____
Kurt Triplett, City Manager

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #2545

By _____
Justin Becker, IAFF Local #2545 President

As Negotiated:

By _____
Anh Hoang, Human Resources Director

By _____
Evan Hurley, IAFF Negotiator

APPROVED AS TO FORM:

By _____
Kevin Raymond, City Attorney

APPENDIX "A"
to the
Agreement
by and between
City of Kirkland
and
The IAFF, Local #2545

MEDICAL AND DENTAL COVERAGE

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer", and the IAFF, Local #2545.

A1. LEOFF Health and Wellness Trust Plan B (High Deductible Plan)

A2. The LEOFF Plan B will be implemented on January 1, 2017, or as soon thereafter as part of the transition to LEOFF Trust.

A3. An employee and spouse/domestic partner who are both employed by the City cannot enroll in separate family plans.

A4. An employee that elects to waive their medical coverage with the City will receive $100/month that will be added to their paycheck. An employee is eligible for the waiver if and only if their spouse/domestic partner is not an employee of the City, and they have provided the City with proof of other coverage.

HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)

A5. In calendar year 2017, employees who enroll in the LEOFF Plan B or the City's Kaiser Permanente HMO plan, will have contributions deposited into the HRA (VEBA) concurrent with the second payroll in January and the second payroll in July through the duration of the contract. Employees who leave employment prior to July 1st are not eligible for the second contribution.

A6. HRA (VEBA) contributions will be made bi-annually, in the amounts of $1,000 for individuals or $1,500 for families. The total annual contribution that will be made is $2,000 for individuals or $3,000 for family. For purposes of HRA (VEBA) administration "family" is defined as employee plus one or more individual.

A7. Any employee hired after January 1st who enrolls in the LEOFF Plan B will receive prorated contribution amounts based on the quarter in which the employee is eligible

for benefits. The contribution will be deposited concurrent with the second payroll of the month in which their benefits become effective.

Hire Date	Individual Coverage	Family Coverage
January 1st – March 31st	$1,000	$1,500
April 1st – June 30th	$500	$750
July 1st – September 30th	$1,000	$1,500
October 1st – December 31st	$500	$750

A8. Any employee enrolled in the LEOFF Plan B that experiences a status change after January 1st, will receive prorated contribution amounts based on the quarter in which the status change occurs. The contribution will be deposited concurrent with the second payroll of the month following the month in which the status change occurs.

Date of Status Change	
January 1st – March 31st	$500
April 1st – June 30th	$250
July 1st – September 30th	$500
October 1st – December 31st	$250

A9. Law Enforcement Officers and Firefighters Health and Welfare Trust-Dental Plan 3.

CITY OF KIRKLAND
Department of Finance & Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Michael Olson, Director of Finance & Administration
Sri Krishnan, Deputy Director of Finance & Administration
George Dugdale, Financial Planning Manager
Kevin Lowe Pelstring, Budget Analyst

Date: April 20, 2021

Subject: March 2021 Sales Tax Revenue

Background

The Financial Planning Division prepares a monthly sales tax revenue memo analyzing monthly and year-to-date activity by business sector, forecasting sales tax revenue in the current year, and tracking key economic indicators to provide additional context for the state of the economy. The general retail sales tax is the City's largest single revenue source, accounting for 18 percent of total budgeted revenues in the General Fund and, along with property and utility taxes, funding public safety and other general government (i.e., non-utility) services. It is also more sensitive to economic cycles than other tax revenues. Accordingly, it is monitored closely by staff—even more so given the economic disruption and uncertainty caused by COVID-19.

There is a two-month lag between when sales tax is generated and when it is distributed to the City by the Washington State Department of Revenue (DOR). Therefore, March sales tax revenue relates to January retail activity in Kirkland.

March 2021 vs. March 2020

Business Sector Group	March		Dollar Change	Percent Change	Percent of Total	
	2020	2021			2020	2021
Services	554,352	319,398	(234,954)	-42.4%	25.3%	14.4%
Contracting	447,873	578,328	130,455	29.1%	20.5%	26.1%
Communications	41,989	36,068	(5,921)	-14.1%	1.9%	1.6%
Retail:						
Auto/Gas Retail	319,373	434,658	115,285	36.1%	14.6%	19.6%
Gen Merch/Misc Retail	197,232	231,467	34,235	17.4%	9.0%	10.5%
Retail Eating/Drinking	148,090	107,113	(40,977)	-27.7%	6.8%	4.8%
Other Retail	261,687	290,480	28,793	11.0%	12.0%	13.1%
Wholesale	88,637	110,318	21,681	24.5%	4.0%	5.0%
Miscellaneous	129,438	105,613	(23,825)	-18.4%	5.9%	4.8%
Total	**2,188,671**	**2,213,443**	**24,772**	**1.1%**	**100%**	**100%**

Comparing March 2021 to March 2020, sales tax revenue is up $24,772, or 1.1 percent. However, this includes a $238,456 taxpayer remittance error, which overstated Services retail activity in January 2020

(resulting in higher distributions to the City in March 2020) and was later adjusted in June 2020 by the Washington Department of Revenue (DOR). **Excluding this remittance error, sales tax revenue is up $263,228 (13.5 percent) in March.** As this period covers activity from January to January, the 2020 amount was prior to impact of the COVID-19 pandemic being felt on the economy in Kirkland. Therefore, this increase is unrelated to the initial shock of COVID-19 on sales tax.

Significant growth occurred in Contracting (up $130,455 or 29.1 percent), Auto/Gas Retail (up $115,285 or 36.1 percent), Gen Merch/Misc Retail (up $34,235 or 17.4 percent), and Wholesale (up $21,681 or 24.5 percent). Declines occurred in Retail Eating/Drinking (down $40,977 or 27.7 percent), Miscellaneous (down $23,825 or 18.4 percent), and Communications (down $5,921 or 14.1 percent). Excluding the remittance error, the Services sector is up $3,502 or 1.1 percent.

Within the Auto/Gas Retail sector, the Motor Vehicle category is up $115,017 or 37.4 percent compared to the same period in 2020, reflecting strong car sales.

YTD 2021 vs. YTD 2020

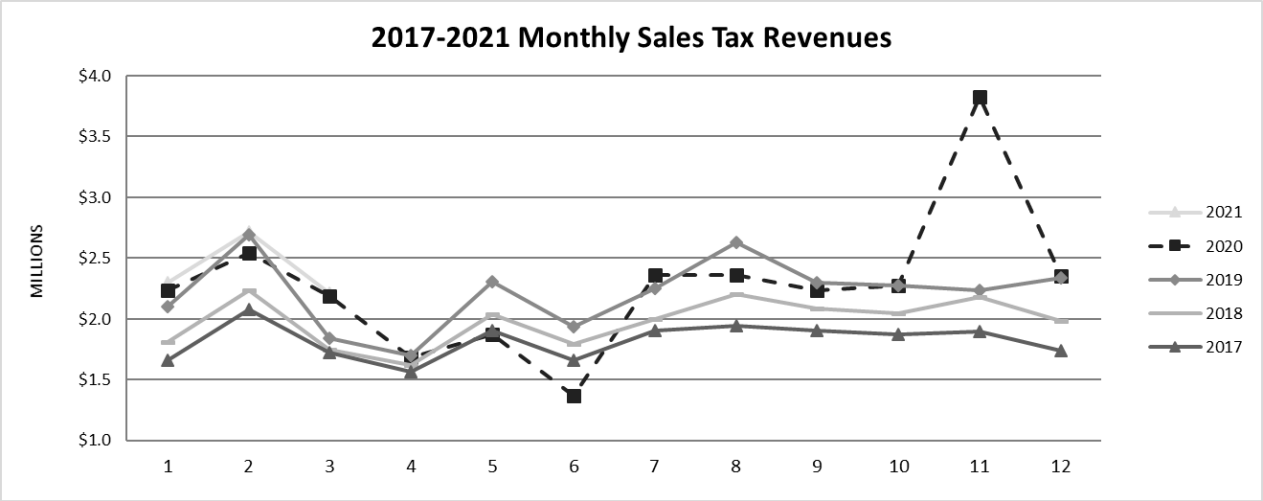
Business Sector Group	YTD		Dollar Change	Percent Change	Percent of Total	
	2020	2021			2020	2021
Services	1,185,322	1,053,682	(131,640)	-11.1%	17.0%	14.6%
Contracting	1,618,933	1,852,823	233,890	14.4%	23.2%	25.6%
Communications	137,784	121,337	(16,447)	-11.9%	2.0%	1.7%
Retail:						
Auto/Gas Retail	1,297,044	1,284,290	(12,754)	-1.0%	18.6%	17.8%
Gen Merch/Misc Retail	765,080	874,709	109,629	14.3%	11.0%	12.1%
Retail Eating/Drinking	457,462	335,156	(122,306)	-26.7%	6.6%	4.6%
Other Retail	883,451	1,015,811	132,360	15.0%	12.7%	14.1%
Wholesale	274,659	324,188	49,529	18.0%	3.9%	4.5%
Miscellaneous	352,614	366,380	13,766	3.9%	5.1%	5.1%
Total	**6,972,348**	**7,228,376**	**256,028**	**3.7%**	**100%**	**100%**

Comparing 2021 to 2020, year-to-date (YTD) sales tax revenue is up $256,028, or 3.7 percent. **Excluding the remittance error in the Services sector, YTD sales tax revenue is up $494,484 (7.3 percent) overall** and YTD Services sector is up $106,816 (11.3 percent).

Looking at business sectors, the most significant growth has occurred in Contracting (up $233,890, or 14.4 percent), Other Retail (up $132,360, or 15.0 percent), Gen Merch/Misc Retail (up $109,629 or 14.3 percent), and Wholesale (up $49,529 or 18.0 percent). The growth in Other Retail has been led by the Electronics, Sporting Goods, Building & Garden, and Non-store Retailers sub-sectors.

Noteworthy declines occurred in Retail Eating/Drinking (down $122,306, or 26.7 percent), and Communications (down $16,447, or 11.9 percent). Retail Eating/Drinking is down due to the Governor's stay-at-home order, which was renewed on November 17th through January 4th, 2021, as well as social distancing requirements, which limit the number of customers that can be served. This report shows January 2021 retail activity which is the first month of the Governor's 'Roadmap to Recovery' phased reopening plan in which King County moved from Phase 1 to Phase 2 on January 29th.

The chart below shows Kirkland's monthly sales tax revenue through March 2021 compared to the prior four years.



Key Economic Indicators

Information about wider trends in the economy provides a mechanism to help understand current results in Kirkland and to predict future performance. The combination of consumer confidence, unemployment levels, housing data, inflation, and auto sales provides a broader economic context for key factors in sales tax revenues. Since the sales tax figures reported above are from two months prior, some of the figures in the table below can function as leading indicators for where sales taxes may go in future reports.

Indicator	Most Recent Month of Data	Unit	Month			Yearly Average	
			Previous	Current	Change	2020	2021
Consumer Confidence							
Consumer Confidence Index	March	Index	90.4	109.7	19.3	101.0	96.3
Unemployment Rate							
National	March	%	6.2	6.0	(0.2)	8.1	6.2
Washington State	February	%	6.8	6.4	(0.4)	8.4	6.6
King County	January	%	5.8	6.3	0.5	7.6	6.3
Kirkland	January	%	4.8	5.3	0.5	6.2	5.3
Housing							
New House Permits (WA)	February	Thousands	66.7	70.9	4.2	44.6	68.8
Case-Shiller Seattle Area Home Prices	January	Index	288.8	293.0	4.2	273.8	293.0
Inflation (CPI-W)							
National	March	% Change	1.9	3.0	1.1	1.2	2.2
Seattle	February	% Change	1.6	1.7	0.1	1.9	1.7
Car Sales							
New Vehicle Registrations	March	Thousands	24.5	24.0	(0.5)	19.4	23.5

The **Consumer Confidence Index** increased from 90.4 in February to 109.7 in February, a 19.3-point jump reflecting positive consumer confidence with expanding vaccine access and individual federal stimulus payments from the American Recovery Plan Act (ARPA).

The national **Unemployment Rate** dropped from 6.2 percent in February to 6.0 percent in March and the Washington State unemployment rate decreased slightly from 6.8 percent in January to 6.4 percent in February, after hitting a high of 16.1 percent in April 2020. King County's unemployment rate increased from 5.8 percent in December to 6.3 percent in January, and Kirkland's unemployment rate increased from 4.8 percent in December to 5.3 percent in January – both of which may reflect year-end adjustments made by

the U.S. Bureau of Labor Statistics (BLS). Preliminary results show decreases to both the King County and Kirkland unemployment rates in February 2021.

New Housing Permits in Washington State have continued to increase, climbing from 49,400 in December, to 70,900 in February (up 43.5 percent over those months), well exceeding the 2020 average of 44,600, as the housing inventory in Puget Sound region remains low. The **Case-Shiller Home Price Index** saw an increase of 4.2 points in January to 292.96, well above January 2020 index of 256.16, reflecting a continually strong local housing market despite the pandemic.

Inflation, as measured by the CPI-W, in the U.S. increased in March to 3.0 percent from 1.9 percent in February, after going negative in May 2020. For the Seattle-Tacoma-Bellevue region, the CPI-W increased slightly from 1.6 percent in December to 1.7 percent in February. The CPI-W is reported as the percentage change over the last 12 months so inflation will likely remain higher in 2021 as a result of falling prices in 2020 during the impacts of the first wave of COVID-19 on the national and regional economy. Additionally, the effects of recent federal stimulus and reopening of retail activity as vaccines become widely administered may further increase inflation.

New Vehicle Registrations in Washington State increased from 21,900 in January to 24,500 in February, and decreased slightly to 24,000 in March, remaining roughly 4,100 above the 2020 average. March 2020 sales tax receipts in the Motor Vehicle category (January retail activity) show a 37.4 percent increase over the same period in 2020, which may reflect the beginning effects of this surge in new vehicle purchases in Kirkland.

CITY OF KIRKLAND
Department of Finance & Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Greg Piland, Financial Operations Manager

Date: April 22, 2021

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF May 4, 2021.

This report is provided to apprise the Council of recent and upcoming procurement activities where the cost is estimated or known to be in excess of $50,000. The "Process" column on the table indicates the process being used to determine the award of the contract.

The City's major procurement activities initiated since the last report dated April 8, 2021 are as follows:

	Project/Purchase	Process	Estimate/Price	Status
1.	Parks, recreation and open space plan	Request for Qualifications	$244,999.00	Contract awarded to Greenplay LLC of Louisville, CO.
2.	Kirkland Avenue and Lake Street project design services	Request for Qualifications	$423,832.79	Contract awarded to KPG, Inc. of Seattle, WA based on qualifications per RCW 39.80.

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lorrie McKay, Intergovernmental Relations Manager
Andreana Campbell, Management Analyst

Date: April 26, 2021

Subject: 2021 STATE LEGISLATIVE PRIORITIES UPDATE #8

RECOMMENDATION:

It is recommended that the City Council receive its eighth on the City's 2021 State Legislative Priorities (Attachment A), the final update for the regular session of 2021.

BACKGROUND DISCUSSION:

On Sunday, April 25 the Legislature wrapped up an historic and hugely productive session. In the COVID constrained, foggy lead-up on how the legislature would conduct the 2021 session remotely, Kirkland was cautioned to hold expectations at bay. However, what lawmakers were able to accomplish in 105 days is remarkable. "(This session) has been the most innovative, having produced unprecedented and legacy making advances as all-encompassing as any session in the last 25 years," Governor Inslee said. "Washingtonians received progress on climate, progress on equity, progress on our tax system, and progress protecting our workers and families, and more."

Kirkland's adopted 2021 Legislative Priorities and Session's End Outcomes

This session, two of the City's adopted 2021 legislative priorities, TOD at WSDOT-owned facilities and residential street maintenance were deferred and will be considered in 2022. The remaining priorities included seeking funding in the capital budget for prioritized local projects, two of which were awarded funding. The City also secured funding for David Brink Park restoration that was not originally on the priority list through the Aquatic Lands Enhancement Account. Finally, while two small transportation projects were prioritized for potential transportation budget funding, they were not included in the current year transportation budget.

- **Support legislative actions that facilitate Transit-Oriented Development (TOD) for the Kingsgate Park and Ride TOD Pilot project, the I-405 & NE 85th Street Station Area and future TOD projects at other WSDOT-owned properties**
  - ❖ At its January 5, Council agreed with a recommendation from its Legislative Workgroup to pull back from advancing legislation this session and continue to work with WSDOT on developing a future proposal, ideally as WSDOT agency-request legislation.

  - ❖ Relatedly, in the update memo for Council's April 20 meeting, staff reported on an opportunity in SB 5312, which concerned facilitating transit-oriented development and increasing housing inventory. SB 5312 was amended by the House Committee on Environment & Energy to extend the grant funding that the City received through passage of HB 1923 in the 2019 session. The deadline for deliverables on the original grant expired on April 1, 2021. The amendment to SB 5312 would have extended the grant through

2025. Sadly, 5312 did not make it out of committee and while Council's Legislative Workgroup worked every angle with members of the delegation to keep the issue alive, there was not enough time (or will) to sustain support for moving the bill. It is recommended that in the interim, staff work to determine exactly what the implications are for Kirkland and any other impacted cities, and line-up the issue in advance of the 2022 session.

- **Allow Code Cities to complete local residential street maintenance projects in-house if no contractors enter a project bid**
  - ❖ At its February 2 meeting, Council agreed with a recommendation from its Legislative Workgroup to pull back from advancing legislation this session and continue to work with the Capital Projects Advisory Review Board (CPARB) on a recommendation for legislative consideration in 2022.

- **Capital budget funding for prioritized local infrastructure projects**

After achieving compromise on the 2021-23 Biennium Capital Budget, the legislature passed SHB 1080 on April 24. Two of the City's priority projects, and one new parks project were included in the final capital budget, totaling $1,788,000 in project funding for Kirkland.

1. $773,000 for the PKCC New Roof and Retrofitted Emergency Generator - 45th & 48th LDs
2. $515,000 for Non-motorized Improvements on NE 131st Way - 1st LD
- ❖ $500,000 for the David Brink Park Shoreline Renovation Project - 48th LDs

SHB 1080, 2021-23 Biennium Capital Budget
Peter Kirk Community Center Roof and Retrofitted Emergency Generator (Kirkland) $773,000 (page 62, line 11) NEW SECTION. Sec. 1075. FOR THE DEPARTMENT OF COMMERCE 2022 Local & Community Projects *[Sen. Dhingra request: $772,500]*
Extruded Curb Improvements (Kirkland) $515,000 (page 60, line 8) NEW SECTION. Sec. 1075. FOR THE DEPARTMENT OF COMMERCE 2022 Local & Community Projects *[Reps. Kloba & Duerr request: $500,000] "Nonmotorized Improvements on NE 131st Way/90th Avenue NE from 97th Avenue NE to NE 134th Street"]*
David Brink Park Shoreline Renovation Project (Kirkland) $500,000 FOR THE RECREATION AND CONSERVATION OFFICE 2021-23 Aquatic Lands Enhancement Account (Attachment B) *[Governor's request: $500,000]*

Kirkland's adopted 2021 Priority Coalition Advocacy Items and Session's End Outcomes

Council adopted three Priority Coalition Advocacy (PCA) items as a new segment to Kirkland's legislative agenda this session. Council's intent was to elevate important and timely legislative goals that are not Kirkland specific, and are best championed by organizations with whom the City is allied, and advocate from that angle. The 2021 issue area focus was on Housing/Homelessness, Gun Safety/Responsibility, and Police Reforms. The organizational leads on these issues were the Washington Low Income Housing Alliance, the Alliance for Gun Responsibility, and the Association of Washington Cities respectively.

While the city's position on a few PCA bills remained at "monitor" over the course of the session, council's Legislative Workgroup, following council discussion and direction, was able meaningfully participate in amendment efforts to bill language.

All of the PCA bills that the City focused on for the majority of the session were passed by both chambers. All but one of the bills was amended on the floor. The bills that were amended went through the legislature's concurrence process, offering an interesting case study in civics and the legislative process in particular.

Washington Low Income Housing Alliance's efforts for new local funding and policy tools to address homelessness and create more affordable housing

ESHB 1070 (Ryu) Modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities - (**Yes City Priority – Yes PCA Priority**)

- Feb 25 – **House passed: 56 yeas; 42 nays**
- Mar 30 – **Senate passed: 36 yeas; 13 nays**
- ❖ April 8 – Delivered to the Governor
- ✓ April 14 – 1070 Signed by the Governor into Law

Brief Summary of Engrossed Substitute House Bill 1070, as Passed Senate, March 30, 2021 (prepared by non-partisan legislative staff)

- Expands the allowable uses of revenues from the housing and related services local sales and use tax to include acquiring facilities and land for affordable housing, housing-related services, and behavioral health services.
- Expands the allowable uses of revenues from the state-shared lodging tax to include housing and facilities for homeless youth for counties with a population of at least 1.5 million.

E2SHB 1277 (Ormsby) Revenue source for eviction prevention & housing stability - (**Yes City Priority – Yes PCA Priority**)

- Mar 28 – **House passed: 57 yeas, 40 nays, 0 absent, 1 excused**
- April 5 – Heard in Ways & Means
- April 10 – Executive session scheduled but no action taken in Ways & Means
- April 12 – Executive action taken in Ways & Means
- April 13 – Passed to Rules for second reading
- April 14 – Placed on second reading
- April 24 – Amendments adopted. **Senate Passed 26 yeas, 23 nays**
- April 25 – House Concurred **Final Passage 57 yeas, 39 nays**
- April 26 – 1277, as passed by the Legislature delivered to the Governor

Brief Summary of Engrossed Second Substitute House Bill 1277, as Passed Legislature, April 24, 2021 (prepared by non-partisan legislative staff)

- Establishes a $100 surcharge on certain recorded documents to fund various housing services.
- Creates the Eviction Prevention Rental Assistance Program in the Department of Commerce (COM).
- Requires the COM to develop performance metrics for each county receiving funding from the surcharge and dedicate a portion of funding to performance-based allocations

E2SSB 5160 (Kuderer) Addressing landlord-tenant relations by providing certain tenant protections during and after public health emergencies, providing for legal representation in eviction cases, and authorizing landlord access to state rental assistance programs - (**PCA** – Support)

- Mar 4 – **Senate passed: 29 yeas; 20 nays,**
- April 8 – Amendments adopted. **House passed: 72 yeas; 26 nays**
- April 19 – Motion to not concur in House amendments failed
  – Senate Concurred **Final Passage 27 yeas, 22 nays**
- April 20 – Delivered to the Governor
- April 22 – Governor partially vetoed - sections 12 & 13 vetoed (Attachment C)
- April 22 – 5160 signed by the Governor into law

Final Bill Report of Engrossed Second Substitute Senate Bill 5160, Synopsis as Enacted (Attachment D)

E2SHB 1220 (Peterson) Supporting emergency shelters and housing through local planning and development regulations. (“Support”)

- Mar 3 – **House passed; 59 yeas; 39 nays; 0 absent; 2 excused**
- April 10 – Amendments adopted. **Senate passed: 25 yeas; 24 nays**
- April 14 – House Concurred **Final Passage 57 yeas, 40 nays**
- April 22 – 1220, as passed by the Legislature delivered to the Governor

Brief Summary of Engrossed Second Substitute House Bill 1220, as Passed Legislature, April 14, 2021 (prepared by non-partisan legislative staff)

- Updates the housing goals of the Growth Management Act (GMA) to include planning for and accommodating affordable housing.
- Requires GMA jurisdictions to address moderate, low, very low, and extremely low-income housing, moderate density housing options, and racially disparate impacts and displacement in the housing element of the comprehensive plan.
- Requires the Department of Commerce to provide the inventory and analysis of existing and projected housing needs required in the housing element of the comprehensive plan.
- Prohibits a city from preventing transitional housing or permanent supportive housing in zones where residential dwelling units or hotels are allowed, and from preventing indoor emergency shelters and indoor emergency housing in zones where hotels are allowed

unless the city has an ordinance authorizing such shelters and housing in a majority of zones within 1 mile of transit.

- Directs GMA jurisdictions to consider certain policies that encourage the construction of accessory dwelling units to meet affordable housing goals.

ESHB 1236 (Macri) Protecting residential tenants from the beginning to end of their tenancies by penalizing the inclusion of unlawful lease provisions and limiting the reasons for eviction, refusal to continue, and termination. (**PCA** – "Support")

- Mar 7 – **House passed; 54 yeas; 44 nays**
- April 8 – Amendments adopted. **Senate passed: 28 yeas; 21 nays**
- April 13 – House Concurred. **Final Passage 54 yeas, 44 nays**
- April 22 – 1236, as passed by the Legislature delivered to the Governor

Brief Summary of Engrossed Substitute House Bill 1236, as Passed Legislature, April 13, 2021 (prepared by non-partisan legislative staff)

- Specifies exclusive causes for eviction, refusal to renew, and ending a tenancy under the Residential Landlord-Tenant Act and makes other changes to rights and remedies.

Alliance for Gun Responsibility's recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence.

- **Include a Kirkland focus on amending state law as necessary, consistent with the Washington State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly.**

ESSB 5038 (Kuderer) Prohibiting the open carry of certain weapons at public demonstrations and the state capitol - (**Yes City Priority – Yes PCA Priority**)

- Feb 25 – **Senate passed: 28 yeas; 20 nays; 0 absent; 1 excused**
- Mar 28 – Amendments adopted. **House passed: 57 yeas; 40 nays; 0 absent; 1 excused**
- April 20 – Senate Concurred **Final Passage 28 yeas, 21 nays**
- April 26 – 5038, as passed by the Legislature delivered to the Governor

Brief Summary of Engrossed Substitute Senate Bill 5038, as Amended by House, March 28, 2021.

- Prohibits the open carry of a firearm or other weapons at or near public demonstrations, the west state capitol grounds, capitol grounds buildings, and other legislative locations.
- Provides an exception for federal, state, and local law enforcement officers.
- Makes violations of these prohibitions a gross misdemeanor

Association of Washington Cities' (AWC) Statewide Policing Reforms priority.

SSB 5066 (Dhingra) Concerning a peace officer's duty to intervene - (**Yes City Priority – Yes PCA Priority**)

- Feb 23 – **Senate passed: 28 yeas; 21 nays**
- April 7 – Amendments adopted. **House passed: 71 yeas; 27 nays**
- April 20 – Senate Concurred **Final Passage 31 yeas, 18 nays**
- April 26 – 5066, as passed by the Legislature delivered to the Governor

Brief Summary of Substitute Senate Bill 5066, As Amended by House, April 7, 2021 (prepared by non-partisan legislative staff)

- Requires a peace officer to intervene when the officer witnesses a fellow peace officer engaging in the use of excessive force.
- Requires a peace officer who observes wrongdoing by a fellow officer to report the wrongdoing to the officer's supervisor.
- Requires law enforcement agencies to adopt written policies on the duty to intervene and ensure that all law enforcement officers obtain training on the policy through the Criminal Justice Training Commission.

E2SSB 5259 (Nobles) Concerning law enforcement data collection - (**Yes City Priority – Yes PCA Priority**)

- Mar 1 – **Senate passed: 46 yeas; 2 nays; 1 absent**
- April 6 – Amendments adopted. **House passed: 97 yeas; 1 nay**
- April 14 – Senate Concurred **Final Passage 46 yeas, 2 nays, 1 excused**
- April 23 – 5259, as passed by the Legislature delivered to the Governor

Final Bill Report of Engrossed Second Substitute Senate Bill 5259 (Attachment E)

ESHB 1054 (Johnson) Establishing requirements for tactics and equipment used by peace officers - (**PCA** - Monitor)

- Feb 27 – **House passed: 54 yeas; 43 nays; 1 excused.**
- April 6 – Amendments adopted. **Senate passed: 27 yeas; 22 nays**
- April 14 – House refused to concur in the Senate amendments. Conference committee appointed. Reps Johnson, Goodman, Mosbrucker
- April 19 – Senate Conference committee appointed. Sens Pedersen, Dhingra, Padden
- April 22 – Conference committee report received (Attachment F)
- April 23 – Senate adopted conf report. **Final Passage 28 yeas, 20 nays**
- April 23 – House adopted conf report. **Final Passage 55 yeas, 42 nays**
- April 26 – 1054, as passed by the Legislature delivered to the Governor

Brief Summary of Engrossed Substitute House Bill 1054, As Passed Legislature, April 23, 2021 (prepared by non-partisan legislative staff)

- Prohibits peace officers from using chokeholds and neck restraints.
- Prohibits law enforcement agencies from acquiring or using certain types of military equipment.
- Establishes restrictions on the use of tear gas, vehicular pursuits, and firing upon moving vehicles.
- Prohibits a peace officer from seeking, and a court from issuing, a search or arrest warrant granting an express exception to the "knock and announce" rule.
- Requires law enforcement agencies to adopt policies and procedures to ensure that uniformed peace officers are reasonably identifiable.
- Requires the Criminal Justice Training Commission to convene a work group for the purpose of developing model policies on the use and training of canine teams.

E2SSB 5051 (Pedersen) Concerning state oversight and accountability of peace officers and corrections officers - (**PCA** - Monitor)

- Feb 25 – **Senate passed: 26 yeas; 19 nays; 1 absent; 3 excused**
- April 7 – Amendments adopted. **House passed: 54 yeas; 43 nay**
- April 21 – Senate Concurred **Final Passage 27 yeas, 22 nays**
- April 26 – 5051, as passed by the Legislature delivered to the Governor

Brief Summary of Engrossed Second Substitute Senate Bill 5051, As Amended by House, April 7, 2021 (prepared by non-partisan legislative staff)

- Modifies the priorities and composition of the Criminal Justice Training Commission (CJTC).
- Expands the background investigation requirements for persons applying for peace officer, reserve officer, and corrections officer positions.
- Expands the conduct for which the certification of a peace officer or a corrections officer may be revoked.
- Requires employing agencies to report all separation and disciplinary matters regarding a certified officer to the CJTC.
- Removes confidentiality of complaints, investigations, and disciplinary actions for certified officers and requires information be maintained on a publicly searchable database

Transportation Spending Bill and Rumors of a Special Session

In late March, the House and Senate each released proposed transportation spending bills. As part of that process, Representatives Walen and Slatter as well as Senator Dhingra worked to have two small transportation projects the City had prioritized included. While both projects were included in 1564, only the rapid flashing beacon project was included in 5482. Importantly, 1564 included $750,000 for additional legal, technical and financial analysis necessary to implement the Kingsgate

TOD pilot project as well as a $18 Million toward the Eastrail in Bellevue. The Senate's proposal included the Eastrail funding, but not the TOD pilot project funding.

Neither of these transportation spending bills were passed by the legislature. However, funding sources of many of the new local projects listed in the spending bills was tied to the passage of the climate commitment bill (SB 5126) and to the clean fuel standards bill (HB 1091). In the waning hours of the session, the legislature did pass both of these bills and each, as passed by the Legislature, has been delivered to the Governor.

With the new transportation funding opportunity included in these bills, and with the potential of the passage of President Biden's proposed American Jobs Plan, we may see the Legislature reconvened in the months ahead to work on a statewide transportation package.

THE CITY COUNCIL'S LEGISLATIVE WORKGROUP:

The City Council's Legislative Workgroup, chaired by Deputy Mayor Arnold, has met weekly throughout the session to track the status of the City's priorities and provide support and oversight of strategies for achieving the priorities. The Workgroup also includes Mayor Sweet and Councilmember Curtis. It is staffed by the City Manager, the Intergovernmental Relations Manager and CMO's Management Analyst, with participation from Waypoint Consulting Group, the City's contracted lobbyist.

Attachments:
A – 4/26/21 Status update on the City's 2021 State Legislative Priorities
B – 2021-23 Aquatic Lands Enhancement Account
C – Governors partial vetoed of E2SSB 5160
D – Final Report E2SSB 5160, Synopsis as Enacted
E – Final Bill Report of Engrossed Second Substitute Senate Bill 5259
F – Conference committee report on HB 1054

City of Kirkland 2021 Legislative Priorities – Status
Updated: April 26, 2021

Attachment A

2021 Legislative Priority	Bill #	Prime Sponsor	Status
Support facilitating TOD at Kingsgate, NE 85/405 and other WSDOT-owned properties			Re-Approach with WSDOT agency lead in 2022
Support allowing Code Cities to complete local residential street maintenance projects in-house if no contractors bid			Re-Approach with CPARB in 2022
Support capital budget funding for prioritized local infrastructure projects	PSSB 5083 PSHB 1080	Sen Frockt Rep Tharinger	House & Senate Local Project Form being completed for 1. PKCC New Roof and Retrofitted Emergency Generator 2. Non-motorized Improvements on NE 131st Way ➢ David Brink Park Shoreline Renovation Project
Concerning transportation spending	PSHB 1564 PSSB 5482	Rep Fey Sen Hobbs	1. Rapid Flashing Beacons at 7th S. & State St. 2. Sidewalks at NE 117th and 75th NE 3. Kingsgate TOD Pilot Project

2021 Priority Coalition Advocacy *evaluate support for proposed legislative agendas from the following organizations*	Bill #	Prime Sponsor	Status
Support WA Low Income Housing Alliance's efforts for new local funding and policy tools to address homelessness and create more affordable housing	SHB 1070	Rep Ryu	**2/25 – House Passed 56 yeas, 42 nays** **3/30 – Senate Passed 36 yeas, 13 nays** 4/14 – Signed by the Governor
	SHB 1277	Rep Ormsby	**3/28 – House Passed 57 yeas, 40 nays, 1 excused** 4/13 – Passed to Rules 4/14 – Placed on second reading 4/24 – Amendments adopted. **Senate Passed 26 yeas, 23 nays** **4/25 –** House Concurred **Final Passage 57 yeas, 39 nays** 4/26 – Delivered to the Governor
	2SSB 5160 *Support*	Sen Kuderer	**3/4 – Senate Passed 29 yeas, 20 nays** **4/8 – House Passed 72 yeas, 26 nays** 4/19 – Motion to not concur in House amendments failed – Senate Concurred **Final Passage 27 yeas, 22 nays** 4/20 – Delivered to the Governor
	E2SHB 1220 *Support*	Rep Peterson	**3/3 – House Passed 57 yeas, 39 nays, 2 excused** **4/10 – Senate Passed 25 yeas, 24 nays** **4/14** – House Concurred **Final Passage 57 yeas, 40 nays, 1 excsd** 4/22 – Delivered to the Governor
	SHB 1236 *Support*	Rep Macri	**3/7 – House Passed 54 yeas, 44 nays** **4/8 – Senate Passed 28 yeas, 21 nays** **4/13** – House Concurred **Final Passage 54 yeas, 44 nays** 4/22 – Delivered to the Governor

City of Kirkland 2021 Legislative Priorities – Status
Updated: April 26, 2021

Attachment A

Support Alliance for Gun Responsibility's recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence ○ Including amending state law as necessary, consistent with the WA State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly.	SSB 5038	Sen Kuderer	**2/25 – Senate Passed 28 yeas, 20 nays, 0 abs, 1 excsd** **3/28 – House Passed 57 yeas, 40 nays, 1 excused** **4/20** – Senate Concurred **Final Passage 28 yeas, 21 nays** 4/26 – Delivered to the Governor
Support Association of Washington Cities' Statewide Policing Reforms priority.	SSB 5066	Sen. Dhingra	**2/23 – Senate Passed 28 yeas, 21 nays** **4/7 – House Passed 71 yeas, 27 nays** **4/20** – Senate Concurred **Final Passage 31 yeas, 18 nays** 4/26 – Delivered to the Governor
	E2SSB 5259	Sen. Nobles	**3/1 – Senate Passed 46 yeas, 2 nays, 1 absent** **4/6 – House Passed 97 yeas, 1 nay** **4/14** – Senate Concurred **Final Passage 46 yeas, 2 nays, 1 excsd** 4/23 – Delivered to the Governor
	HB 1054 *Monitor/Support w/amendments*	Rep Johnson	**2/27 – House Passed 54 yeas, 43 nays, 1 excused** **4/6 – Senate Passed 27 yeas, 22 nays** 4/14 – House refused to concur in the Senate amendments. Conference committee appointed. Reps Johnson, Goodman, Mosbrucker 4/19 – Senate Conference committee appointed. Sens Pedersen, Dhingra, Padden 4/22 – Conference committee report received 4/23 – Senate adopted conf report. **Final Passage 28 yeas, 20 nays** 4/23 – House adopted conf report. **Final Passage 55 yeas, 42 nays** 4/26 – Delivered to the Governor
	SSB 5051 *Monitor*	Sen Pederson	**2/25 – Senate Passed 26 yeas, 19 nays, 1 abs, 3 excsd** **4/7 – House Senate Passed 54 yeas, 43 nays, 1 excsd** **4/21** – Senate Concurred **Final Passage 27 yeas, 22 nays** 4/26 – Delivered to the Governor

* No HIGHLIGHTS = No change in status from last update.

2021-23 Capital Budget
2021-23 Aquatic Lands Enhancement Account
LEAP Capital Document No. RCO-3.1-HB-2021
Developed April 15, 2021
(Dollars in Thousands)

Rank	Project Number	Project Name	Grant Applicant	Leg. District	Grant Request	Applicant Match	Total Project Amount	Amount Funded
1	20-1322C	Willow Creek at Marina Beach Park	Edmonds City of	21	$500	$4,116	$4,616	$500
2	20-1760D	American Lake Park Waterfront Access Upgrades	Lakewood City of	28	$500	$885	$1,385	$500
3	20-1725R	Little Squalicum Estuary	Bellingham City of	42	$500	$2,099	$2,599	$500
4	20-1709D	Fairhaven Small Watercraft Launch and Dock	Bellingham Port of	40	$500	$1,391	$1,891	$500
5	20-1653D	Kayak Point Waterfront Improvements, Phase 1	Snohomish County Parks Dept	10	$500	$2,506	$3,006	$500
6	20-1302D	Terry Pettus Park	Seattle Parks & Rec	43	$500	$1,240	$1,740	$500
7	20-1557D	Nisqually State Park--Water Access	State Parks	2	$500	$2,198	$2,698	$500
8	20-1711D	Port of Illahee Waterfront Access Improvements	Illahee Port of	23	$500	$312	$812	$500
9	20-1841C	California Creek Estuary Park Phase 2	Blaine-Birch Bay Park & Rec	42	$425	$147	$572	$425
10	20-1474D	Liberty Lake Regional Park Phase 1 - Water Access	Spokane Co Parks, Rec & Golf	4	$500	$1,400	$1,900	$500
11	20-1672D	Ballinger Park Viewing Platform and Nature Trails	Mountlake Terrace City of	32	$500	$418	$918	$500
12	20-1483C	Manson Bay Old Swim Hole Acquisition & Development	Manson Park & Rec District	12	$630	$210	$840	$630
13	20-1751R	Marine Park Beach Naturalization	Blaine City of	42	$500	$300	$800	$500
14	20-1758D	David Brink Park Shoreline Renovation	Kirkland City of	48	$500	$812	$1,312	$500
14	20-1819D	Expand Silverdale Float Facilities & Enhance Beach	Silverdale Port of	23	$500	$571	$1,071	$500
16	20-1530D	Marymoor Park Dock Replacement	King County Parks & Rec	48	$500	$642	$1,142	$500
17	20-1736D	Guest Restroom Facility Replacement	Kingston Port of	23	$172	$57	$230	$172
18	20-1670D	Cap Sante Marina RV Park	Anacortes Port of	40	$500	$651	$1,151	$500
					$8,728	**$19,954**	**$28,682**	**$8,728**

JAY INSLEE
Governor

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April 22, 2021

To the Honorable President and Members,
The Senate of the State of Washington

Ladies and Gentlemen:

I am returning herewith, without my approval as to Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 entitled:

> "AN ACT Relating to addressing landlord-tenant relations by providing certain tenant protections during the public health emergency, providing for legal representation in eviction cases, establishing an eviction resolution pilot program for nonpayment of rent cases, and authorizing landlord access to certain rental assistance programs."

While Section 12 attempts to provide direct financial relief to landlords as part of a larger legislative solution in E2SSB 5160, it creates an entitlement for landlords to receive rent assistance without a sufficient framework to prioritize resources to those landlords who have the greatest need. The estimated cost of Section 12 is $2.4 billion, which is $1.5 billion more than is currently appropriated by the state or awarded by the federal government. RCW 43.88.055 requires the Legislature to enact an operating budget that leaves a positive ending fund balance at the end of the fiscal biennium. Although the final budget will likely have a different ending fund balance than is reflected today, $1.5 billion in additional costs could not be sustained by available fiscal resources. In order to ensure that the Legislature meets its statutory obligation to leave a positive ending fund balance at the end of the 2021-23 biennium, I am vetoing Section 12 of this bill at the request of legislative leadership.

In addition, Section 13 is largely duplicative of an early action bill that I have already signed, ESHB 1368, which provides $2 million in grant opportunities for eligible landlords. Because of this, Section 13 creates administrative problems for the department of commerce, and may also cause confusion for landlords. As a result, again at the request of legislative leadership, I am also vetoing Section 13.

The Legislature and I agree it is important to provide resources to landlords, and to prioritize assisting those landlords who have a small number of units. If the Legislature wants to increase support for landlords who have a small number of units, I encourage the Legislature to increase funding to the program already created in the early action bill rather than creating redundant programs.

For these reasons I have vetoed Sections 12 and 13 of Engrossed Second Substitute Senate Bill No. 5160.

With the exception of Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 is approved.

Respectfully submitted,

Jay Inslee

Governor

FINAL BILL REPORT
E2SSB 5160

Synopsis as Enacted

Brief Description: Addressing landlord-tenant relations by providing certain tenant protections during the public health emergency, providing for legal representation in eviction cases, establishing an eviction resolution pilot program for nonpayment of rent cases, and authorizing landlord access to certain rental assistance programs.

Sponsors: Senate Committee on Ways & Means (originally sponsored by Senators Kuderer, Liias, Conway, Das, Lovelett, Saldaña and Wilson, C.).

Senate Committee on Housing & Local Government
Senate Committee on Ways & Means
House Committee on Housing, Human Services & Veterans
House Committee on Appropriations

Background: Residential-Landlord Tenant Act—Generally. The Residential Landlord-Tenant Act (RLTA) regulates the creation of residential tenancies and the relationship between landlords and tenants of residential dwelling units. The RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, how and when a tenancy expires or may be terminated, and remedies for violations of the RLTA.

In the last biennium, the Legislature enacted several reforms covering a wide variety of issues governing the landlord-tenant relationship, including:

- modifying how rent is defined and how and when landlords apply tenant payments to rent or other costs and nonpossessory fees;
- providing a uniform 14-day notice to pay or vacate with an updated summons form for landlords to use when a tenant fails to pay rent;
- modifying the tenancy reinstatement process, with limits on late fees, before a judgement is issued during an unlawful detainer action;
- establishing how and when judges can exercise judicial discretion to stay a writ of restitution after judgment in cases involving non-payment of rent;
- prohibiting access to such judicial discretion if a tenant is issued three 14-day notices to pay or vacate within the prior 12-month period; and

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This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

- requiring landlords to accept any pledge of emergency rental assistance funds provided to the tenant from a governmental or nonprofit entity before the notice to pay or vacate for nonpayment of rent expires, and to suspend any court action for seven court days after they provide necessary payment information to the nonprofit or governmental entity to allow for payment of the assistance funds.

Governor's Eviction Moratorium. On March 18, 2020, Governor Inslee issued Proclamation 20-19 to prohibit a number of activities related to evictions by all residential landlords operating residential rental property in the state. Since then, the Governor has issued multiple extensions of the eviction moratorium with the current variation, Proclamation 20-19.6, set to expire June 30, 2021.

The eviction moratorium prohibits residential landlords, manufactured housing community landlords, property managers, and property owners from:

- serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate, as applied to tenancies or other housing arrangements, such as hotel/motel or camping area stays of more than 14 days, that have expired or that will expire during the moratorium's effective period; and
- seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless, as applied to both circumstances:
    1. an affidavit to the eviction or termination of tenancy notice attests that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or
    2. at least 60 days' written notice of the property owner's intent to personally occupy the premises as a primary residence or sell the property is provided to the tenant by affidavit signed under penalty of perjury.

The current moratorium also prohibits landlords from:

- assessing, or threatening to assess, late fees for the nonpayment or late payment of rent or other charges as of February 29, 2020;
- retaliating against individuals for invoking their rights or protections under the moratorium or any other state or federal law providing rights or protections for residential dwellings, with the exception for landlords to engage in reasonable communications with tenants to explore repayment plans;
- assessing, or threatening to assess, rent or other charges for any period during which the resident's access to, or occupancy of, the dwelling was prevented as a result of COVID-19; and
- treating any unpaid rent or other charges as an enforceable debt or obligation that is owing or collectable, when nonpayment of rent or other charges resulted from COVID-19 and occurred on or after February 29, 2020, including attempts to collect,

or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means, with the exception for landlords who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a repayment plan that was reasonable based on the individual financial, health, and other circumstances of that resident.

A failure to provide a reasonable repayment plan under the moratorium is a defense to any lawsuit or other attempts to collect. A landlord may engage in customary and routine communications with residents of a dwelling or parcel of land occupied as a dwelling. Within these communications, landlords may provide information to residents regarding financial resources, including coordinating with residents to apply for state or other rental assistance programs, and information on how to engage with them in discussions regarding reasonable repayment plans.

The moratorium also strongly encourages landlords and tenants to access services offered at existing dispute resolution centers to come to agreement on payment and repayment solutions.

Eviction Resolution Pilot Program. On September 9, 2020, the Washington Supreme Court (court) issued Order No. 25700-B-639 authorizing an eviction resolution program (ERP) in the superior courts.

Six counties have been chosen to participate in the ERP pilot. Each ERP operates in accordance with the court enabling order and a standing order of the local superior court. These orders require landlords to undertake efforts to engage tenants in pre-filing resolution efforts, including direct negotiation, facilitated conciliation services, and, upon agreement of both parties, formal mediation provided by the participating Dispute Resolution Centers (DRCs). Eligible cases are those where non-payment of rent or non-compliance with previously agreed-upon payment plans are the primary reason for the decision to evict.

The stated objective of the ERP is to:

- bring all parties to the table with the assistance of qualified and trained Eviction Resolution Specialists (specialists);
- explore the amount of rent arrears, the current and prospective circumstances of the tenant, the availability of rent and other assistance to cure or partially cure the arrearage; and
- discover a range of other terms that might resolve the matter in a way that allows the tenant to retain housing and avoid the need for filing an unlawful detainer action.

The ERP is a two-step process. Along with a rent due notice/letter, a landlord will send notice #1, a request for a formal first meeting involving the two parties and DRC staff. Notice #1 also includes contact information of the participating DRC, rental assistance

resources, and the county tenant attorneys. Upon receipt of the rent due notice and notice #1, the tenant has 14 days to voluntarily engage in the process. If the tenant does not respond to the initial contact, the landlord sends the tenant notice #2, which is another request to engage in the ERP program. The tenant has ten days to respond to this second contact and the landlord sends a copy of notice #2 to the participating DRC.

Once a landlord and tenant voluntarily enter into the ERP process, specialists will work with both parties and external partners to resolve the issue of non-payment and future payments. If resolution cannot be achieved, formal mediation will be offered to the landlords/tenants at no cost.

The ERP process can be initiated by either the landlord or the tenant without service of a 14-day notice. If the tenant initiates or responds to a notice, the landlord is obligated to participate in the process. Once the Governor's eviction moratorium—Proclamation 20-19.6—and any of its amendments or extensions expire, the ERP will require landlords to engage in pre-litigation conciliation efforts prior to filing an unlawful detainer action.

Legal Representation for Indigent Persons. Both the federal and state constitutions contain guarantees of the right to legal representation for an accused person in a criminal prosecution. Court decisions at both the federal and state levels have construed these provisions to require public funding of indigent legal representation in criminal prosecutions in which the accused's liberty is at stake. Statutes and court decisions have also extended the right to publicly funded counsel to other cases, such as involuntary commitments, dependencies, and juvenile cases. A determination of indigence is to be made for any person requesting the appointment of counsel in a criminal, juvenile, involuntary commitment, dependency, or other case in which the right to counsel attaches. The indigent defense services law defines an indigent person as one who:

- receives public assistance in one of several enumerated forms;
- has been involuntarily committed to a public mental health facility;
- has an income of 125 percent or less of the federal poverty level; or
- has insufficient available funds to retain counsel.

There is no federal or state guaranteed right to legal representation for indigent tenants in unlawful detainer eviction cases. A few cities in the country implement some form of right to legal representation services for tenants, including most recently in the city of Seattle.

Office of Civil Legal Aid. The Legislature established the Office of Civil Legal Aid (OCLA) in 2005 as an independent agency in the judicial branch. OCLA is responsible for the administration and oversight of state funds that are appropriated by the Legislature to provide civil legal aid services. OCLA does not provide legal aid services directly, but contracts with attorneys to provide civil legal aid services to eligible low-income clients throughout the state. The Northwest Justice Project is the primary statewide provider of civil legal aid services. OCLA is responsible for reporting to the legal aid oversight committee on the use of state funds for legal aid.

Manufactured/Mobile Home Landlord-Tenant Act. The Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) governs the legal rights, remedies, and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot within a mobile home park where the tenant has no ownership interest in the property, or in the association that owns the property.

Payment of Rent Into Court Registry. The RLTA includes an additional, optional notice for landlords to use when the unlawful detainer action is based on a tenant's nonpayment of rent. If this form is also served, the tenant must either pay the amount of rent allegedly due and owing into the court registry, or file a sworn statement denying and setting forth the reasons that the rent is owing. If the tenant fails to do one or the other, the landlord is entitled to obtain an immediate writ of restitution without further notice and without paying a bond. The tenant may seek a hearing on the merits and an immediate stay of the writ, but must prove to the court that the landlord is not entitled to possession of the property based on certain legal or equitable defenses.

Dispute Resolution Centers. Dispute Resolution Centers (DRCs) were first authorized in statute as part of the 1984 Court Improvement Act in order to provide forums in which persons may voluntarily participate in the resolution of disputes in an informal and less adversarial atmosphere than a judicial setting. A DRC may be created and operated by a city or county, or by a nonprofit corporation. Participation by all parties is voluntary, and services offered by a DRC must be provided without charge to the participants or for a fee which is based upon the participant's ability to pay. DRCs handle numerous types of cases and disputes, including for landlords and tenants.

State Rental Assistance Programs. The Department of Commerce (Commerce) administers a number of rental assistance programs that serve a variety of populations depending on certain eligibility standards. Funds received from the federal CARES Act have allowed Commerce to set up an eviction rent assistance program to help qualifying households impacted by COVID-19. Funds are distributed to county grantees, such as county governments and nonprofit entities, which provide rent assistance to qualifying households.

Landlord Mitigation Program. The Landlord Mitigation Program (LMP) allows landlords to seek reimbursement for claims related to landlord mitigation for renting private market rental units to low-income tenants using a housing subsidy program by submitting such claims to Commerce. The program offers up to $1,000 in reimbursement to landlords for potentially required move-in upgrades, up to 14 days of lost rental income, and up to $5,000 in any unpaid rent and utilities and qualifying damages caused by a tenant during the tenancy. Any landlord that has screened, approved, and offered rental housing to any applicant that will be using any form of housing subsidy program is eligible to submit a claim, except for properties operated by housing authorities.

The LMP also includes landlord claims for reimbursement in unlawful detainer cases where

judicial discretion is exercised and there is an unpaid judgment for rent, late fees, attorneys' fees, and costs, including any unpaid portion of the judgment after the tenant defaults on a court ordered payment plan. This additional use of the LMP is more commonly known and referred to as the tenancy preservation program (TPP).

Summary: Residential Landlord-Tenant Act—Generally. For rent accrued between March 1, 2020, and six months following expiration of the Governor's eviction moratorium:

- a landlord may not report to a prospective landlord a tenant's nonpayment of such rent or an unlawful detainer action resulting from nonpayment of such rent; and
- a prospective landlord may not take an adverse action based on a prospective tenant's nonpayment of such rent.

A landlord may not impose late fees or other charges for a tenant's nonpayment of rent that became due between March 1, 2020, and six months following the Governor's eviction moratorium.

A landlord or prospective landlord may not deny, discourage application for, or otherwise make unavailable any rental dwelling unit based on a tenant's or prospective tenant's medical history, including any prior or current exposure or infection to the COVID-19 virus. A landlord or prospective landlord may also not inquire about, consider, or require disclosure of a tenant's or prospective tenant's medical records or history, unless such disclosure is necessary to evaluate a reasonable accommodation or modification request.

Any landlord or prospective landlord in violation of the aforementioned prohibitions and requirements is liable for two and one-half times the monthly rent, with court costs and attorneys' fees. The court must determine the penalty amount in order to deter future violations.

For one year following expiration of the Governor's eviction moratorium, if a tenant demonstrates an ability to pay to reinstate the tenancy through the TPP, the prohibition on a tenant from seeking relief to reinstate the tenancy if they have been provided three or more pay or vacate notices within 12 months does not apply, and any reimbursement to the landlord under the TPP may include up to three months of prospective rent to stabilize the tenancy as determined by the court.

The Governor's eviction moratorium in Proclamation 20-19.6 is declared to end on June 30, 2021. "Public health emergency" is defined as Governor Proclamation 20-05 and its amendments. "Tenant" is defined to include persons residing in transient lodging, such as hotels/motels or camping areas as primary dwellings, for 30 days or more prior to March 1, 2020. "Tenant" does not include any individual residing in a hotel or motel or camping area as their primary dwelling for more than 30 days after March 1, 2020, if the hotel or motel or camping area has provided the individual with a seven-day eviction notice, which must provide certain legal-aid resource information, and does not include occupants of homeless mitigation sites or persons entering onto land without the permission of the owner or lessor.

Any local government provision of solid waste or hygiene services to unsanctioned encampments does not constitute permission to occupy land.

Repayment Plans. If a tenant has remaining unpaid rent accrued between March 1, 2020, and six months following expiration of the Governor's eviction moratorium or the end of the public health emergency, whichever is greater, the landlord must offer tenants a reasonable schedule for repayment of the unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges owed. If the tenant fails to accept the terms of a reasonable repayment plan within 14 days of the offer, the landlord may proceed with an unlawful detainer action subject to any requirements under the ERP. If the tenant defaults on any rent owed under a repayment plan, the landlord may apply for reimbursement from the LMP or proceed with an unlawful detainer action subject to any requirements under the ERP. During any unlawful detainer proceeding, the court must consider the tenant's circumstances, including any decreased income or increased expenses due to COVID-19, and the repayment plan terms offered during any unlawful detainer proceeding. It is a defense to an unlawful detainer action if the landlord did not offer a repayment plan. The tenant and landlord may continue to seek rental assistance to reduce or eliminate any unpaid rent balance to the extent available funds exist from public, private, or nonprofit rental assistance programs.

Any repayment plan entered into by the landlord and tenant must:

- begin no sooner than 30 days after the plan is offered;
- cover rent only and not legal fees, late fees, or other charges;
- allow for payment from any source of income, including benefits, assistance or subsidy programs, or from pledges by non-profits, churches, religious institutions, or governmental entities;
- not include provisions or be conditioned on:
    1. the tenant's compliance with the rental agreement, payment of attorneys' fees, court costs, or other costs related to litigation if the tenant defaults on the agreement;
    2. a requirement that the tenant apply for or provide proof of receipt of governmental benefits; and
    3. the tenant's waiver of any rights to an unlawful detainer notice or related provisions before a writ of restitution is issued.

Landlord Mitigation Program. A landlord is eligible to file a reimbursement claim under the LMP up to $15,000 for any unpaid rent that accrued between March 1, 2020, and six months following expiration of the Governor's eviction moratorium, when the tenant being low-income or resource-limited or experiencing hardship has voluntarily vacated or abandoned the tenancy, but not if vacation is due to an unlawful detainer action based on nonpayment of such rent. A landlord is also eligible to file a reimbursement claim under the LMP up to $15,000 for any remaining rent after the tenant defaults on a repayment plan as long as the tenancy has not been terminated at the time of reimbursement. After reimbursement under either type of claim, the landlord may not take legal action or pursue a

collection action against the tenant for damages or to seek any remaining unpaid rent accrued between March 1, 2020, and six months following expiration of the Governor's eviction moratorium.

For funds deposited into the LMP account, Commerce must prioritize allowable costs related to claim reimbursements for landlord mitigation for renting private market rental units to low-income tenants using a housing subsidy program.

Eviction Resolution Pilot Program. The administrative office of the courts (AOC), subject to the availability of amounts appropriated, must contract with DRCs within or serving each county to establish a two-year, statewide court-based eviction resolution pilot program (ERP) operated in accordance with Washington supreme court order no. 25700-B-639 and any standing judicial order of the individual superior court. The ERP must be used to facilitate the resolution of nonpayment of rent cases between a landlord and tenant before the landlord files an unlawful detainer action. Before filing an unlawful detainer action for nonpayment of rent, the landlord must provide a 14-day pay or vacate notice and an additional notice to the tenant informing them of the ERP. The landlord must retain proof of service or mailing of the additional notice. The additional notice to the tenant must provide at least the following information regarding the eviction resolution pilot program:

- contact information for the local DRC;
- contact information for the county's housing justice project or, if none, a statewide organization providing housing advocacy services for low-income residents;
- the following statement: "The Washington State Office of the Attorney General has this notice in multiple languages on its website. You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent. Alternatively, you may find additional information to help you at http://www.washingtonlawhelp.org";
- the name and contact information of the landlord, the landlord's attorney, if any, and the tenant; and
- the following statement: "Failure to respond to this notice within 14 days may result in the filing of a summons and complaint for an unlawful detainer action with the court."

At the time of service or mailing of the pay or vacate notice and additional notice to the tenant, a landlord must also send copies of these notices to the local DRC serving the area where the property is located.

The AOC may also establish and produce other notice forms and requirements as necessary to implement the ERP. A landlord must secure a certification of participation with the ERP by the appropriate DRC before an unlawful detainer action for nonpayment of rent may be heard by the court.

Any superior court, in collaboration with the DRC located within or serving the same county, participating in the ERP must report annually to the Administrative Office of the

Courts (AOC) beginning January 1, 2022, until January 1, 2023, on the following:

- the number of unlawful detainer actions for nonpayment of rent that were subject to program requirements;
- the number of referrals made to DRCs;
- the number of nonpayment of rent cases resolved by the ERP;
- how many instances the tenant had legal representation, either at the conciliation stage or formal mediation stage;
- the number of certifications issued by DRCs and filed by landlords with the court; and
- any other information that relates to the efficacy of the ERP.

By July 1, 2022, until July 1, 2023, the AOC must provide an annual report to the Legislature summarizing the ERP report data shared by the superior courts and DRCs.

Legal Representation of Indigent Tenants. The court must appoint an attorney for an indigent tenant in any unlawful detainer proceeding subject to the availability of amounts appropriated. Prioritization on the provision of legal representation services must be in those counties in which the most evictions occur and to indigent tenants who are disproportionately at risk of eviction. "Indigent" is defined as any person:

- receiving assistance from certain public and medical benefits programs; or
- with an annual income, after taxes, at 200 percent or below of the federally established poverty level.

OCLA is responsible for implementation of the indigent tenant's right to legal representation services and for the administration of program funds, and the state must pay the costs of such legal representation services. OCLA must contract with attorneys and other agencies to implement legal representation services for indigent tenants within appropriated amounts. Within 90 days of the effective date of the act, OCLA must also submit to the Legislature and Administrative Office of the Courts a plan outlining full implementation of the legal representation services program within 12 months of the effective date of the act.

The uniform 14-day pay or vacate notice for nonpayment of rent is updated to inform tenants of the legal representation mandate and related contact information for qualifying low-income renters, general information regarding DRC services, as well as state and local rental assistance programs as listed on the Office of the Attorney General's website. Upon expiration of the ERP:

- a landlord must provide the 14-day notice to the DRC located within or serving the county of tenancy;
- DRCs are encouraged to notify the housing justice project or Northwest Justice Project located within or serving the county in which the DRC is located, as appropriate, once the 14-day notice is received from the landlord; and
- it is a defense to an unlawful detainer eviction if a landlord does not provide the notice to the appropriate DRC.

The eviction summons is also updated to inform tenants of the legal representation mandate for indigent tenants and to provide general information regarding DRC services.

State Rental Assistance Programs. Commerce must authorize landlords an opportunity to apply to certain state rental assistance programs, if feasible, and establish necessary application and eligibility requirements and any conditions on the receipt of funds. Until March 31, 2022, Commerce must also provide rental assistance directly to a landlord on behalf of an indigent tenant who is unable to:

- access the ERP because it is not available in the region where the property is located or it is not accepting new claims; or
- obtain legal representation under the new legal representation program for indigent tenants.

Through a 2021-23 fiscal biennium appropriation of $7,500,000 from the state fiscal recovery fund, Commerce must develop a landlord grant assistance program to provide grants to eligible landlords for up to 80 percent of unpaid rental arrears during the Governor's eviction moratorium, and adopt rules as necessary to implement the program. To be eligible under the program, a landlord must:

- apply for a grant or have a property manager or management company apply on behalf of the landlord;
- be the sole investor in the property from which rental arrears are sought;
- not own more than ten dwelling units from which rental payments are received; and
- provide proof of property ownership and a statement under penalty of perjury that the unpaid rent was not paid by the tenant, through an emergency rental assistance program, through the LMP, or through any other means.

Grant eligibility under the program does not constitute an entitlement, but Commerce will disburse funds to eligible landlords within 60 days of application submission while maintaining a waitlist when eligible applications exceed the appropriated funds. Commerce must also report to the appropriate legislative committees by September 30, 2023, on the number of grants issued and total funds provided under the program, the number of eligible applicants who did not receive grants and the total amount of unpaid grants due to lack of funds, and the number of ineligible applicants with reasons for ineligibility. A landlord who receives a grant under the program may not take legal action or pursue a collection action against the tenant for damages or unpaid rent attributable to the same tenancy.

Payment of Rent Into Court Registry. The additional, optional notice for landlords to use in nonpayment of rent cases, instructing tenants with unpaid rent to pay into the court registry the amount of rent allegedly owed or file a sworn statement denying that rent is owing, is eliminated.

Residential-Landlord Tenant Act—Miscellaneous. Any oral or written agreement between the landlord and tenant pursuant to an unlawful detainer eviction action in which the tenant

agrees to pay any amount other than for rent due or rent to retain the tenancy, pay any amount more than statutory judgment limits, or waives any rights afforded to the tenant under the court exercise of judicial discretion in nonpayment of rent cases or under the RLTA is void and unenforceable.

Licensed assisted living facilities, nursing homes, and adult family homes, and registered continuing care retirement communities are exempt from the provisions of the act.

Application to the Manufactured/Mobile Home Landlord-Tenant Act. Provisions relating to the legal representation services mandate for indigent tenants and the eviction summons form are applied to unlawful detainer actions for MHLTA tenancies.

Votes on Final Passage:

Senate	29	20	
House	72	26	(House amended)
Senate	27	22	(Senate concurred)

Effective: The bill contains an emergency clause and takes effect immediately.

FINAL BILL REPORT
E2SSB 5259

Brief Description: Concerning law enforcement data collection.

Sponsors: Senate Committee on Ways & Means (originally sponsored by Senators Nobles, Carlyle, Darneille, Das, Dhingra, Frockt, Hasegawa, Hunt, Keiser, Kuderer, Liias, Lovelett, Nguyen, Pedersen, Randall, Robinson, Saldaña, Stanford, Wellman and Wilson, C.; by request of Attorney General).

Senate Committee on Law & Justice
Senate Committee on Ways & Means
House Committee on Public Safety
House Committee on Appropriations

Background: There are two types of law enforcement agencies in the state—general authority law enforcement agencies and limited authority law enforcement agencies. "General authority law enforcement agency" means any agency, department, or division of a municipal corporation, political subdivision, or other unit of local government, and any agency, department, or division of state government, having as its primary function the detection and apprehension of persons committing infractions or violating the traffic or criminal laws in general. This includes, for example, county sheriffs, municipal police departments, the Washington State Patrol, and the Department of Fish and Wildlife.

"Limited authority law enforcement agency" means any agency, political subdivision, or unit of local government, and any agency, department, or division of state government, having as one of its functions the apprehension or detection of persons committing infractions or violating the traffic or criminal laws relating to limited subject areas. This includes, for example, the Department of Corrections, Department of Natural Resources, Department of Social and Health Services, Gambling Commission, and Liquor and Cannabis Board.

Law enforcement officers are authorized to use deadly force under certain circumstances. This includes, for example, when necessarily used to apprehend or arrest a person who poses a threat of serious physical harm to the officer or others. In each circumstance, the officer must have a good faith belief that the act is justifiable according to certain statutory requirements.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

Law enforcement officers must complete basic and advanced training to obtain and maintain certification. With the passage of Initiative 940 in 2018, officers are also required to complete de-escalation training. Officers must be trained on alternatives to the use of physical or deadly force so that de-escalation tactics and less lethal alternatives are part of the decision-making process leading up to the consideration of deadly force.

Great bodily harm and substantial bodily harm are both defined in the Washington Criminal Code. Substantial bodily harm is when a person sustains temporary, but substantial disfigurement or loss of function. Great bodily injury is when a person sustains injury which is likely to cause death or which causes significant permanent disfigurement or loss of function.

Summary: Statewide Use of Force Data Program Advisory Group. The Office of the Attorney General (AGO) must establish an advisory group to assist with the design, development, and implementation of a statewide use of force data program. The advisory group must contain:

- at least three representatives from local nongovernmental organizations or advocacy groups with a focus on or expertise in the use and role of data as it relates to interactions between law enforcement and the community;
- at least three representatives from law enforcement agencies or organizations representing the interests of law enforcement in interacting with and utilizing program data; and
- at least one representative from the private or public sector with experience in data collection programs.

An advisory group member whose participation in the advisory group may be hampered by financial hardship may apply for a stipend in an amount not to exceed $100 for each day the member attends an official meeting of the advisory group or performs duties approved by the AGO.

The advisory group must submit recommendations to the AGO by April 1, 2022, on the following subjects:

- how to prioritize the implementation of the reporting, collection, and publication of use of force data reports;
- additional data to be collected on interactions between law enforcement officers and the public;
- practices for law enforcement agencies to collect and report data;
- practices for the public to report relevant information, including correcting misreported data; and
- practices for public, law enforcement, and academic access and use of program data that must include, at a minimum: (1) public online access to deidentified raw or refined data using an established open data standard; (2) public online access to dashboards that summarize and analyze data; (3) interactive data visualization tools

designed for law enforcement agencies and other entities; (4) the ability to extract data in order to standardize data across multiple agencies; (5) protection and removal of all personally identifiable information; (6) semiannual reports published on the website and submitted to the Legislature and Governor by June 1st and December 1st of each year; (7) quality improvement, including periodical input from stakeholders; (8) analytical dashboards with individual officer details for use as a risk management tool; (9) agency level comparative dashboards; and (10) incorporation of available historical data to identify long-term patterns.

The AGO must review and approve or reject the recommendations, with consideration for the following:

- available funding;
- prioritizing the implementation of the reporting, collection, and publication of use of force data reports;
- the public's interest in transparent, expedient access to information; and
- the institutional operations and demands of law enforcement.

The AGO may not approve any recommendation that would disclose information that would jeopardize an active criminal investigation, confidential informant, or intelligence information. The advisory group may revise any rejected recommendations for reconsideration by the AGO.

The provision creating the advisory group expires on January 1, 2023.

Contracted Institution of Higher Education. The AGO must engage in a competitive procurement process to contract with a Washington private or public institution of higher education to implement the statewide use of force data program. Advisory group members may participate in the development of the request for proposal and the review and evaluation of responsive bidders but may not participate or bid in the competitive procurement. The contracted institution of higher education must provide appropriate training to its staff, including training on racial equity issues.

Reporting Obligations of Law Enforcement Agencies. Each general or limited authority law enforcement agency must report each incident where an officer employed by the agency used force and any of the following occurred:

- a fatality in connection with the use of force;
- great bodily harm in connection with the use of force;
- substantial bodily harm in connection with the use of force; or
- an officer: (1) discharged a firearm at or in the direction of a person; (2) pointed a firearm at a person; (3) used a chokehold or vascular neck restraint; (4) used an electronic control weapon against a person; (5) used oleoresin capsicum spray against a person; (6) discharged a less lethal shotgun or other impact munitions at or in the direction of a person; (7) struck a person using an impact weapon or instrument; (8) used any part of their body to physically strike a person; (9) used a vehicle to

intentionally strike a person or vehicle; or (10) deployed or had control of a canine that bites a person.

Each agency must submit the reports on its officers' use of force no later than three months after the AGO determines the statewide use of force data program can accept reports. Reports must be submitted in accordance with the requirements of the statewide use of force data program and include:

- the date, time, and location of the incident;
- the name of the officer's employer;
- the type of force used by the officer;
- the type of injury sustained by the person the officer's force was used against;
- the type of injury sustained by the officer, if any;
- whether the person was armed or unarmed;
- whether the person was believed to be armed;
- the type of weapon the person possessed, if any;
- the age, gender, race, and ethnicity of the person and the officer, if known;
- the name of the officer, if known;
- the person's tribal affiliation, if applicable and known;
- whether the person exhibited any signs of a potential mental health condition or substance use;
- the officer's years of service;
- the reason for the initial contact between the officer and the person;
- whether any minors were present, if known;
- the name of the entity conducting an independent investigation of the incident, if applicable;
- whether dashboard or body worn camera footage was recorded for the incident;
- the number of officers and suspects who were present when force was used; and
- any additional data required by the statewide use of data program.

Votes on Final Passage:

Senate	46	2	
House	97	1	(House amended)
Senate	46	2	(Senate concurred)

Effective: The bill contains several effective dates. Please refer to the bill.

RECEIVED
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APR 22 2021
10:15 AM
SECRETARY OF THE SENATE

CONFERENCE COMMITTEE REPORT

Bill No: ESHB 1054 Date: 4/22/2021 09:00 AM

Prepared by: Tim Ford Includes "New Item": Y

Mme. Speaker:
Mr. President:

We of your Conference Committee, to whom was referred ESHB 1054, establishing requirements for tactics and equipment used by peace officers, have had the same under consideration and we recommend that:

All previous amendments not be adopted and that the attached striking amendment S-2968.3 be adopted

and that the bill do pass as recommended by the Conference Committee.

Member	Recommend	Do Not Recommend	Not Present or Not Voting
Representative Goodman	X		
Representative Johnson	X		
Representative Mosbrucker	X		
Senator Dhingra	X		
Senator Padden	X		
Senator Pedersen	X		

*A Conference Committee Report must be recommended by a majority of the Conference Committee members of each chamber.

Comparison of House, Senate, and Proposed Conference Committee Version of ESHB 1054

Brief Summary:

Establishes parameters and requirements for law enforcement tactics and equipment including:

- Chokeholds and neck restraints;
- Training and use of canine teams;
- Use of tear gas;
- Acquisition of military equipment;
- Vehicular pursuits and firing upon moving vehicles;
- No knock warrants.

Topic	House Version (ESHB 1054)	Senate Version (S-2234.E) (As Passed Senate on 4/6/2021)	Proposed Conference Striking Amendment (S-2968.3)
Authorized use of tear gas - Section 4			
Situations when tear gas may be used Section 4(1)	May only be used as necessary to alleviate a present risk of serious harm posed by a riot, barricaded subject, or hostage situation.	May only be used as necessary to alleviate a present risk of serious harm posed by a riot <u>inside a correctional, jail, or detention facility</u>; barricaded subject; or hostage situation.	House language retained. Page 3, line 11
Prior to deploying tear gas, the officer or employee must: Section 4(2)	(1) Exhaust available and appropriate alternatives; (2) Obtain authorization from the chief law enforcement officer; (3) Announce the intent to use tear gas; (4) Allow sufficient time and space for subjects to comply; (5) Announce the intent to use tear gas a second time.	(1) Exhaust available and appropriate alternatives; (2) Obtain authorization from <u>a supervising</u> officer; (3) Announce the intent to use tear gas; (4) Allow sufficient time and space for subjects to comply.	Senate language retained.

Comparison of House, Senate, and Proposed Conference Committee Version of ESHB 1054

Topic	House Version (ESHB 1054)	Senate Version (S-2234.E) (As Passed Senate on 4/6/2021)	Proposed Conference Striking Amendment (S-2968.3)
Additional requirements	Not included	Not included	In the case of a riot outside of a correctional, jail, or detention facility, the officer or employee may use tear gas only after: (a) Receiving authorization from the highest elected official of the jurisdiction in which the tear gas is to be used, and (b) meeting the requirements of subsection (2) of this section. Page 3, line 24
Defined terms. Section 4(3)	Defines "chief law enforcement officer" and "tear gas."	Defines "barricaded subject," "hostage situation," and "tear gas."	Senate language retained with added definition of "highest elected official" Page 3, line 34
Acquisition of military equipment - Section 5			
Inventory Section 5(2)	Not addressed	Requires law enforcement agencies to compile an inventory of military equipment and provide the inventory to WASPC no later than November 1, 2021.	Senate language retained.
Definition of "military equipment" Section 5(3)	Includes firearms and ammunition .50 caliber or greater, machine guns, armed helicopters, armed or armored drones, armed vessels, armed vehicles, armed aircraft tanks, mine resistant ambush protected vehicles, long range acoustic hailing devices, rockets, rocket launchers, bayonets, grenades, missiles, directed energy systems, and electromagnetic spectrum weapons.	Removes "mine resistant ambush protected vehicles" from definition.	Senate language retained.
Vehicular pursuits - Section 7			

Comparison of House, Senate, and Proposed Conference Committee Version of ESHB 1054

Topic	House Version (ESHB 1054)	Senate Version (S-2234.E) (As Passed Senate on 4/6/2021)	Proposed Conference Striking Amendment (S-2968.3)
A peace officer may not engage in a vehicular pursuit, unless:			
Section 7(1)(a)	There is probable cause to believe a person has committed or is committing a violent offense or sex offense.	(i) There is probable cause to believe a person has committed or is committing a violent offense, sex offense, or escape; or (ii) There is reasonable suspicion a person has committed or is committing a driving under the influence offense.	Senate language retained.
Section 7(1)(b)	The pursuit is necessary for the purpose of identifying or apprehending the person;	Unchanged	Senate language retained.
Section 7(1)(c)	Under the circumstances, the safety risks of failing to apprehend or identify the person are considered to be greater than the safety risks associated with the vehicular pursuit;	The person poses an imminent threat to the safety of others and the safety risks of failing to apprehend or identify the person are considered to be greater than the safety risks of the vehicular pursuit under the circumstances;	Senate language retained.

Comparison of House, Senate, and Proposed Conference Committee Version of ESHB 1054

Topic	House Version (ESHB 1054)	Senate Version (S-2234.E) (As Passed Senate on 4/6/2021)	Proposed Conference Striking Amendment (S-2968.3)
Section 7(1)(d)	The officer has received authorization to engage in the pursuit from a supervising officer, there is supervisory control of the pursuit, and the supervisor considers relevant factors affecting public safety such as whether there are minors present in the vehicle.	(i) The officer has received authorization to engage in the pursuit from a supervising officer and there is supervisory control of the pursuit. The officer, in consultation with the supervising officer, must consider alternatives to the vehicular pursuit. The supervisor must consider the justification for the vehicular pursuit and other safety considerations, including but not limited to speed, weather traffic, road conditions, and the known presence of minors in the vehicle. The pursuit must be terminated if any of the requirements are not met. (ii) For jurisdictions with fewer than 10 officers, the officer must request an on-call supervisor be notified of the pursuit. The officer is responsible for considering alternatives and safety considerations.	Senate language retained.
Coordination with other vehicles Section 7(2)	Not addressed	A pursuing officer must comply with agency procedures for designating the primary pursuit vehicle and the appropriate number of vehicles permitted to participate in the pursuit and comply with any agency procedures for coordinating operations with other jurisdictions, including available tribal police departments.	Senate language retained.

Comparison of House, Senate, and Proposed Conference Committee Version of ESHB 1054

Topic	House Version (ESHB 1054)	Senate Version (S-2234.E) (As Passed Senate on 4/6/2021)	Proposed Conference Striking Amendment (S-2968.3)
Definition of "vehicular pursuit" Section 7(4)	Not defined.	Definition included.	Senate language retained.

ESHB 1054 - CONF REPT
By Conference Committee

Strike everything after the enacting clause and insert the following:

"NEW SECTION. **Sec. 1.** The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Law enforcement agency" includes any "general authority Washington law enforcement agency" and any "limited authority Washington law enforcement agency," as those terms are defined in RCW 10.93.020, and any state or local agency providing or otherwise responsible for the custody, safety, and security of adults or juveniles incarcerated in correctional, jail, or detention facilities. "Law enforcement agency" does not include the national guard or state guard under Title 38 RCW or any other division of the United States armed forces.

(2) "Peace officer" includes any "general authority Washington peace officer," "limited authority Washington peace officer," and "specially commissioned Washington peace officer" as those terms are defined in RCW 10.93.020, and any employee, whether part-time or full-time, of a jail, correctional, or detention facility who is responsible for the custody, safety, and security of adult or juvenile persons confined in the facility.

NEW SECTION. **Sec. 2.** (1) A peace officer may not use a chokehold or neck restraint on another person in the course of his or her duties as a peace officer.

(2) Any policies pertaining to the use of force adopted by law enforcement agencies must be consistent with this section.

(3) For the purposes of this section:

(a) "Chokehold" means the intentional application of direct pressure to a person's trachea or windpipe for the purpose of restricting another person's airway.

(b) "Neck restraint" refers to any vascular neck restraint or similar restraint, hold, or other tactic in which pressure is applied to the neck for the purpose of constricting blood flow.

NEW SECTION. **Sec. 3.** (1) The criminal justice training commission shall convene a work group to develop a model policy for the training and use of canine teams.

(2) The criminal justice training commission must ensure that the work group is equally represented between community and law enforcement stakeholders, including the following: Families who have lost loved ones as a result of violent interactions with law enforcement; an organization advocating for civil rights; a statewide organization advocating for Black Americans; a statewide organization advocating for Latinos; a statewide organization advocating for Asian Americans, Pacific Islanders, and Native Hawaiians; a federally recognized tribe located in Washington state; a community organization from eastern Washington working on police accountability; a community organization from western Washington working on police accountability; a community organization serving persons who are unhoused; the faith-based community with advocacy on police accountability; an emergency room doctor with relevant experience; Washington association of sheriffs and police chiefs; Washington state patrol; Washington fraternal order of police; Washington council of police and sheriffs; Washington state patrol troopers association; council of metropolitan police and sheriffs; teamsters local 117; and Washington state police canine association.

(3) The model policy work group shall consider:

(a) Training curriculum, including the history of race and policing;

(b) Circumstances where the deployment of a canine may not be appropriate;

(c) Circumstances where deployment of a canine on leash may be appropriate;

(d) Strategies for reducing the overall rate of canine bites;

(e) Circumstances where a canine handler should consider the use of tactics other than deploying a canine;

(f) Explicitly prohibiting the use of canines for crowd control purposes;

(g) Canine reporting protocols;

(h) Circumstances where the use of voluntary canines and canine handlers may be appropriate; and

(i) Identifying circumstances that would warrant the decertification of canine teams.

(4) The criminal justice training commission shall publish the model policy on its website by January 1, 2022.

(5) This section expires July 1, 2022.

NEW SECTION. **Sec. 4.** (1) A law enforcement agency may not use or authorize its peace officers or other employees to use tear gas unless necessary to alleviate a present risk of serious harm posed by a: (a) Riot; (b) barricaded subject; or (c) hostage situation.

(2) Prior to using tear gas as authorized under subsection (1) of this section, the officer or employee shall:

(a) Exhaust alternatives to the use of tear gas that are available and appropriate under the circumstances;

(b) Obtain authorization to use tear gas from a supervising officer, who must determine whether the present circumstances warrant the use of tear gas and whether available and appropriate alternatives have been exhausted as provided under this section;

(c) Announce to the subject or subjects the intent to use tear gas; and

(d) Allow sufficient time and space for the subject or subjects to comply with the officer's or employee's directives.

(3) In the case of a riot outside of a correctional, jail, or detention facility, the officer or employee may use tear gas only after: (a) Receiving authorization from the highest elected official of the jurisdiction in which the tear gas is to be used, and (b) meeting the requirements of subsection (2) of this section.

(4) For the purposes of this section:

(a) "Barricaded subject" means an individual who is the focus of a law enforcement intervention effort, has taken a position in a physical location that does not allow immediate law enforcement access, and is refusing law enforcement orders to exit.

(b) "Highest elected official" means the county executive in those charter counties with an elective office of county executive, however designated, and in the case of other counties, the chair of the county legislative authority. In the case of cities and towns, it means the mayor, regardless of whether the mayor is directly elected, selected by the council or legislative body pursuant to RCW 35.18.190

or 35A.13.030, or selected according to a process in an established city charter. In the case of actions by the Washington state patrol, it means the governor.

(c) "Hostage situation" means a scenario in which a person is being held against his or her will by an armed, potentially armed, or otherwise dangerous suspect.

(d) "Tear gas" means chloroacetophenone (CN), O-chlorobenzylidene malononitrile (CS), and any similar chemical irritant dispersed in the air for the purpose of producing temporary physical discomfort or permanent injury, except "tear gas" does not include oleoresin capsicum (OC).

NEW SECTION. **Sec. 5.** (1) A law enforcement agency may not acquire or use any military equipment. Any law enforcement agency in possession of military equipment as of the effective date of this section shall return the equipment to the federal agency from which it was acquired, if applicable, or destroy the equipment by December 31, 2022.

(2)(a) Each law enforcement agency shall compile an inventory of military equipment possessed by the agency, including the proposed use of the equipment, estimated number of times the equipment has been used in the prior year, and whether such use is necessary for the operation and safety of the agency or some other public safety purpose. The agency shall provide the inventory to the Washington association of sheriffs and police chiefs no later than November 1, 2021.

(b) The Washington association of sheriffs and police chiefs shall summarize the inventory information from each law enforcement agency and provide a report to the governor and the appropriate committees of the legislature no later than December 31, 2021.

(3) For the purposes of this section:

(a) "Military equipment" means firearms and ammunition of .50 caliber or greater, machine guns, armed helicopters, armed or armored drones, armed vessels, armed vehicles, armed aircraft, tanks, long range acoustic hailing devices, rockets, rocket launchers, bayonets, grenades, missiles, directed energy systems, and electromagnetic spectrum weapons.

(b) "Grenade" refers to any explosive grenade designed to injure or kill subjects, such as a fragmentation grenade or antitank grenade, or any incendiary grenade designed to produce intense heat

or fire. "Grenade" does not include other nonexplosive grenades designed to temporarily incapacitate or disorient subjects without causing permanent injury, such as a stun grenade, sting grenade, smoke grenade, tear gas grenade, or blast ball.

(4) This section does not prohibit a law enforcement agency from participating in a federal military equipment surplus program, provided that any equipment acquired through the program does not constitute military equipment. This may include, for example: Medical supplies; hospital and health care equipment; office supplies, furniture, and equipment; school supplies; warehousing equipment; unarmed vehicles and vessels; conducted energy weapons; public address systems; scientific equipment; and protective gear and weather gear.

NEW SECTION. **Sec. 6.** All law enforcement agencies shall adopt policies and procedures to ensure that uniformed peace officers while on duty and in the performance of their official duties are reasonably identifiable. For purposes of this section, "reasonably identifiable" means that the peace officer's uniform clearly displays the officer's name or other information that members of the public can see and the agency can use to identify the peace officer.

NEW SECTION. **Sec. 7.** (1) A peace officer may not engage in a vehicular pursuit, unless:

(a)(i) There is probable cause to believe that a person in the vehicle has committed or is committing a violent offense or sex offense as defined in RCW 9.94A.030, or an escape under chapter 9A.76 RCW; or

(ii) There is reasonable suspicion a person in the vehicle has committed or is committing a driving under the influence offense under RCW 46.61.502;

(b) The pursuit is necessary for the purpose of identifying or apprehending the person;

(c) The person poses an imminent threat to the safety of others and the safety risks of failing to apprehend or identify the person are considered to be greater than the safety risks of the vehicular pursuit under the circumstances; and

(d)(i) Except as provided in (d)(ii) of this subsection, the officer has received authorization to engage in the pursuit from a supervising officer and there is supervisory control of the pursuit.

The officer in consultation with the supervising officer must consider alternatives to the vehicular pursuit. The supervisor must consider the justification for the vehicular pursuit and other safety considerations, including but not limited to speed, weather, traffic, road conditions, and the known presence of minors in the vehicle, and the vehicular pursuit must be terminated if any of the requirements of this subsection are not met;

(ii) For those jurisdictions with fewer than 10 commissioned officers, if a supervisor is not on duty at the time, the officer will request the on-call supervisor be notified of the pursuit according to the agency's procedures. The officer must consider alternatives to the vehicular pursuit, the justification for the vehicular pursuit, and other safety considerations, including but not limited to speed, weather, traffic, road conditions, and the known presence of minors in the vehicle. The officer must terminate the vehicular pursuit if any of the requirements of this subsection are not met.

(2) A pursuing officer shall comply with any agency procedures for designating the primary pursuit vehicle and determining the appropriate number of vehicles permitted to participate in the vehicular pursuit and comply with any agency procedures for coordinating operations with other jurisdictions, including available tribal police departments when applicable.

(3) A peace officer may not fire a weapon upon a moving vehicle unless necessary to protect against an imminent threat of serious physical harm resulting from the operator's or a passenger's use of a deadly weapon. For the purposes of this subsection, a vehicle is not considered a deadly weapon unless the operator is using the vehicle as a deadly weapon and no other reasonable means to avoid potential serious harm are immediately available to the officer.

(4) For purposes of this section, "vehicular pursuit" means an attempt by a uniformed peace officer in a vehicle equipped with emergency lights and a siren to stop a moving vehicle where the operator of the moving vehicle appears to be aware that the officer is signaling the operator to stop the vehicle and the operator of the moving vehicle appears to be willfully resisting or ignoring the officer's attempt to stop the vehicle by increasing vehicle speed, making evasive maneuvers, or operating the vehicle in a reckless manner that endangers the safety of the community or the officer.

Sec. 8. RCW 10.31.040 and 2010 c 8 s 1030 are each amended to read as follows:

(1) To make an arrest in criminal actions, the officer may break open any outer or inner door, or windows of a dwelling house or other building, or any other ((~~inclosure [enclosure]~~)) enclosure, if, after notice of his or her office and purpose, he or she be refused admittance.

(2) An officer may not seek and a court may not issue a search or arrest warrant granting an express exception to the requirement for the officer to provide notice of his or her office and purpose when executing the warrant.

NEW SECTION. **Sec. 9.** RCW 43.101.226 (Vehicular pursuits—Model policy) and 2003 c 37 s 2 are each repealed.

NEW SECTION. **Sec. 10.** Sections 1 through 7 of this act constitute a new chapter in Title 10 RCW."

ESHB 1054 - CONF REPT
By Conference Committee

On page 1, line 2 of the title, after "officers;" strike the remainder of the title and insert "amending RCW 10.31.040; adding a new chapter to Title 10 RCW; repealing RCW 43.101.226; and providing an expiration date."

--- END ---

CITY OF KIRKLAND
Department of Parks & Community Services
123 Fifth Ave, Kirkland, WA 98033 · 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director of Parks and Community Services
John Lloyd, Deputy Director of Parks and Community Services
Sara Shellenbarger, Recreation Manager

Date: May 4, 2021

Subject: Summer Action Plan Phase 1 – Maintenance and Operations Investments, Recreation Programming and Parks to Support Inclusivity, COVID Recovery and Economic Development

RECOMMENDATION

That Council receives a presentation on the proposed "Summer Action Plan, Phase 1." Phase 1 proposes additional investments in Parks maintenance and operations staffing to keep Kirkland Parks and beaches and the marina safe, clean and COVID-compliant throughout the summer. Phase 1 also proposes new one-time recreation resources to create recreation programs and events to contribute to the community's recovery from COVID-19 with an emphasis on inclusivity and economic recovery. Potential funding sources for these investments could come from American Rescue Plan Act (ARPA) revenues, existing community event resources, and/or one-time excess revenues from 2020. Council is asked to provide direction on what, if any, operations, programs and events should be funded with one-time funding in the current biennium for this goal.

BACKGROUND DISCUSSION

Summer Action Plan

In early April, the region experienced a week of inviting summer-like weather. Skies were sunny and clear, and the temperatures ranged in the mid-70s. This gave Kirkland a preview of what to expect this summer as the community emerges from COVID-19. Parks and beaches were packed with visitors seeking outdoor activity. Downtown restaurants and shops were bustling with people. Cyclists filled the bike lanes and throngs of pedestrians walked along the waterfront. There was clearly a community-wide pent up need to get out and reconnect with family, friends and experiences. Overall, this week was a positive experience for the community and for City government. However, the summer preview week also demonstrated many challenges for the City. COVID-19 compliance such as social distancing and mask-wearing was often abandoned. Downtown parking was once again scarce, and parking conflicts increased. Garbage cans in parks were overflowing and large amounts of trash were left all over the parks.

Off-leash dogs and dog feces in parks increased significantly. Concerns on social media about individuals experiencing homelessness camping in public areas increased. Boating season and City summer initiatives such as closing portions of Park Lane and Lake Washington Boulevard to parking will provide additional positive experiences to the community but also add to the challenges. The need for additional resources in Parks & Community Services, Public Works, Police and other departments to meet these challenges through a "Summer Action Plan" was introduced to the Council at the April 6 Council meeting during the COVID-19 special presentation.

The City Manager convened a cross-departmental "Summer Action Team" led by Deputy City Manager Tracey Dunlap. Departments were asked to propose targeted investments to help the community experience a safe, healthy and enjoyable summer that also complies to the extent possible with state guidelines for COVID-19 phases. The funding totals of these proposed Summer Action Plan investments will be significant. However, they are envisioned as primarily one-time due to the unique circumstances of helping the community navigate a second COVID-19 summer as vaccinations increase but the uncertainty of COVID-19 variants and state restrictions remain. These proposed investments will be presented to the Council at the May 4, May 18, and June 1 Council meetings for discussion and direction. Phase 1 of those discussions relates to Parks investments with a focus on safety, inclusion, and economic development.

Summer Action Team, Phase 1
On January 3, 2017, City Council proclaimed Kirkland to be a safe, inclusive and welcoming city for all people. Since this time, the City has focused on how to support all those who live, work, and play in Kirkland. The City is committed to supporting efforts focusing on diversity, equity, inclusion, and belonging through the development and implementation of Resolution R-5434. During the 2021-2022 budget process, City Council identified the need for additional cultural events to be held in Kirkland to further support this goal.

The COVID-19 pandemic has impacted the City's ability to reach a broad audience through traditional recreation programs. As restrictions from the state are lifted, Parks and Community Services (PCS) will once again offer in-person programs to the community. In addition to traditional programs (swim lessons, day camps, sports and fitness, etc.), PCS staff is positioned to provide additional events and programs with a focus on equity and inclusion that will engage and support the entire Kirkland community while driving economic development.

BENEFITS OF RECREATION IN COVID RECOVERY

Parks and Recreation services are an essential part of healthy vibrant communities, providing countless benefits. Department staff promote health and wellness through the facilities and parks the City operates, and the programs and services provided to the community. Whether it is through a sports program, preschool class, senior meal program, or just a clean, well maintained park, the community receives significant benefit from parks and recreation programs. The National Recreation and Park Association (NRPA) has three pillars that guide this industry: Conservation, Health and Wellness, and Social Equity. When making strategic decisions about programs, services, and other projects, these pillars guide staff.

Key benefits of recreation activities include physical, emotional and social wellbeing as outlined below. These factors are crucial in recovery from COVID-19 due to the social isolation, physical inactivity and emotional distress caused by the virus.

- Physical: Being physically active improves cardiovascular health, aids in weight management, improves quality of sleep, combats joint pain and stiffness and improves memory and brain function.
- Emotional: Regular physical activity reduces stress and improves symptoms of depression and anxiety.
- Social: Connecting to peers, groups and community improves physical, mental and emotional health. Avoiding social isolation helps people live longer with a higher overall quality of life. Building social connections grows a sense of community, which assists in the struggle against unemployment, crime, vandalism and economic decline.

Additionally, a quality Parks and Recreation system drives economic growth. Recreation programs and events provide local jobs, draw people to the area to engage in local shopping or dining, and make communities more attractive to homebuyers and businesses. This is another area critical for recovery from the impacts of COVID-19.

INITIATIVE OVERVIEW

The Recreation Division typically offers over 2000 programs each year. Staff are proposing to enhance current offerings through the addition of community building events that are designed to get people active, engaged and developing community. Moreover, these events and programs will be designed with an equity and inclusion lens in order to celebrate our diverse community, build a city where everyone is respected, valued and has a sense of belonging, and in an effort to provide more equitable access to community building events. Partnership with the City Manager's Office staff working on R-5434 initiatives and community outreach is a key component for success.

Summer Special Events

Before discussion of this initiative, recommendations around summer special events should be highlighted. As of the writing of this memo, COVID-19 cases and hospitalizations are climbing again in King County and according to the state metrics, King County will likely return to the state Phase 2 restrictions. As cases rise and uncertainty continues, the City Manager, Parks Director and Emergency Manager are recommending that large scale special events continue to be prohibited in Kirkland. Even though it is technically possible for large events to propose to comply with state restrictions, the possibility of these events becoming super spreader events, especially among younger adults and children, is not worth the health risk to the community. This prohibition would be for any large events that could potentially draw thousands of visitors in June, July and August. Potential special events in September and beyond could be considered as more information becomes known in the upcoming months.

Programs to Promote Inclusivity, COVID Recovery and Economic Development
Wherever Parks "events" are discussed below, they will be subject to the same prohibition of large-scale special events in the summer months. All events and activities will also comply with all COVID-19 protocols and guidelines.

The following are potential programs, events and services that would activate, engage, and build a welcoming and inclusive community, all while supporting economic recovery. Many of the programs that can be implemented this summer are planned for inland parks that will help attract community members and visitors to parks other than waterfront parks. Enhanced staffing levels are proposed at the waterfront parks, and community building events begin to grow as we move into the fall and winter. These programs and events are planned through 2022, at which point they would be assessed for continuation into the future through the budget process.

- Fall Harvest Festival
    - One day or weekend-long community celebration focused around educational programs, activities, crafts and other entertainment.
- Movies in the Parks
    - Build off the drive-in movie pilot held in February and may include summer movies in the parks or fall/spring drive-in movies.
- See Spot Splash/Bark in the Park
    - To close out the summer, dogs would be invited to take a dip at the Peter Kirk Pool.
    - Vendors and/or sponsors would be invited to sell supplies/services.
    - This event would encourage pet licensing and education about other pet-related codes.
    - Promotional items could include pet waste bag dispensers and leashes to encourage people to pick up after their pet, helping to keep Kirkland's parks, sidewalks, rivers, creeks, and streams clean.
- Polar Bear Plunge
    - This event was originally organized by the Recreation Division and has taken place in Kirkland for the past 19 years. City funding for this event was cut during the 2008 Great Recession but has continued as an unofficial event since then.
    - The current organizer of the event has declined to seek a special event permit to allow this event to continue. PCS staff would resume oversight of this event providing an elevated level of safety for participants.
    - Participants would have the opportunity to purchase souvenirs to commemorate the event including "I Survived the Polar Bear Plunge" apparel. This "survival" bonds people via the shared challenge.
- Food Truck Rally
    - This weekly event could be held during the summer at a variety of Kirkland parks aside from the downtown waterfront parks.
    - 8-10 food trucks would be gathered to sell a variety of unique food options each week to encourage small gatherings in a selected park, which would likely rotate to help serve different neighborhoods throughout the city.

- Sports and Fitness Events and Programs
    - Larger scale sports and fitness programs in a variety of formats including grass volleyball tournaments, yoga in the park, cornhole tournaments and leagues, and pickleball events.
    - These programs could remain COVID-compliant and draw people from around the region.
- Pop-up Sprinkler Parks - Summer
    - A weekly pop-up water play zone rotating at inland parks to include sprinklers, misters, water toys and bubbles to help families and young people cool off in the summer months and to attract people to parks other than the waterfront parks.
- Enhanced Lifeguard Service at Swimming Beaches
    - Additional lifeguard staffing at the three swimming beaches: Houghton Beach, Waverly Beach and Juanita Beach.
    - Additional Beach Lifeguards would help with the anticipated increased attendance at beaches over the summer and would assist with outreach and promotion of other parks, programs and services.
    - If lifeguards can be hired and certified in time, the lifeguarded swim areas would be opened early.
- Enhanced harbor master positions / seasonal park ranger
    - The harbor master position will be converted to a seasonal park ranger
    - Add 1 position 7 days per week, 10 hours per day, for 97 days.
    - Position will assist with heavy volume at the docks and engage in education and limited enforcement (primarily moorage) at the waterfront parks.
- Enhanced seasonal laborers for the downtown area and waterfront parks
    - Add 2 positions 7 days per week, 8 hours per day, for 97 days.
    - These positions will be focused on garbage pick-up, restocking of supplies, general safety and appearance of the parks.
- Pop Up Dog Parks – Summer/Fall
    - 2 temporary dog parks placed at interior, non-waterfront parks
    - Temporary fencing and signage would be installed at selected parks.
    - The 2 parks would rotate 2 - 3 times during the summer/fall to minimize damage to the turf caused by this temporary use.
- Expanded Holiday programming
    - Building off the success of the virtual Holiday Lights challenge, staff would provide expanded holiday programing.
    - This event could be expanded in partnership with the existing Winterfest event provided by the Kirkland Downtown Association.
        - Include other winter holidays (Hanukkah, Christmas, New Year's, Kwanza, etc.)
        - Expand the Holiday Lights event to include decorations in parks and local businesses.
        - Carol-oke – holiday themed karaoke
- Día de los Muertos
    - Day-long event with various activities, food trucks, bands, etc.
        - Food trucks would be available offering Hispanic/Latin Cuisine.

        - Bands offering the sounds of Mexico and Spain such as Mariachi, Norteño, Banda and Salsa.
        - Crafts such as paper flowers, sugar skulls, gods-eye weaving, coloring paper sugar skull masks, etc.
        - Additional activities could include a storyteller, face painting and some type of Hispanic Marketplace where vendors could sell packaged food items and heritage crafts.
    - This event would be developed in partnership with an organization from the Latin community to help plan and execute the event. Their knowledge of this cultural holiday would be essential to its success.
- Taste the World Kirkland: International Food and Craft Marketplace
    - Event featuring diverse foods, an artisanal marketplace and music highlighting a focus on cultural groups here in Kirkland or on the Eastside rather than more globally around the world.
    - Staff would connect with culturally specific community organizations to help bring in these vendors/musicians/activities and diverse audiences.
- Juanita Friday Market Food Access Program Support
    - Funding would allow staff to support multiple programs focused on providing financial assistance in association with the Juanita Friday Market.
        - WIC Farmers Market Nutrition Program (FMNP) is part of the Special Supplemental Nutrition Program for lower-income Women, Infants, and Children (WIC). The WIC Program provides healthy foods, nutrition education, and referrals to health and other social services.
        - Senior Farmers Market Nutrition Program (SFMNP) is part of the DSHS Aging and Long-Term Support Administration (ALTSA). The SFMNP improves nutrition for lower-income adults over age 60 with nutritious meals.
    - Eligible participants are issued SFMNP checks or coupons in addition to their regular benefits. These checks or coupons are used to buy eligible foods from farmers at farmers markets that have been authorized by the State.
    - Supplemental Nutrition Assistance Program (SNAP) Matching Programs help stretch SNAP dollars by providing matching funds or other incentives. Common matches include a $1 for $1 match; getting $2 for using $5 of SNAP funding, or something similar. For example, at some markets with a $2:$5 match, for every $5 spent with SNAP funding, the market provides an additional $2 to spend on fresh produce.
- Scavenger hunts and virtual programs (trivia contests)
    - A highlight of the pandemic, staff will continue to offer a variety of scavenger hunts and virtual programs that would focus on various cultural holidays and celebrations.
    - These programs have been free of charge to reach a broad audience throughout the community. By continuing this, and other free and virtual programming, staff would be able to serve those who may not have the means to participate otherwise.

- Although there was no fee for these programs, these programs often result in donations to the scholarship program which is asked during registration.

INVESTMENT TO SUPPORT ADDITIONAL PROGRAMS AND SERVICES

At current funding and staffing levels, the Department can change its program mix by reducing some less successful programs and adding new programs. This would allow the addition of some of the above programs like food truck rallies and sports and fitness programs. However, additional resources are needed to add the larger-scale programs and events due to the planning time and staff required to assist onsite during the event. Staff is showing some one-time expenses that would invest in equipment that can be used going forward for these types of programs and events. Also proposed as one-time for the remainder of 2021-2022, are staffing expenses. These investments are being proposed as "pilot programs" to allow a more in-depth analysis of the success, potential revenue recovery options, and future requirements of offering these events and activities.

One Time Funding

Operating Supplies: $37,500

- General event supplies: $10,000 - $20,000
  - This funding would purchase supplies and equipment that could be reused year after year. This would include sports equipment, pop-up tents, tables, etc.
- Pop-up Sprinkler Park Supplies: $2,500
  - This would fund sprinklers, water toys, pop-up splash pads and signage
- Pop-up Dog Park Supplies: $15,000
  - This would fund secure temporary fencing and signage

Holiday Decorations: $50,000

- Holiday lights, decorations, lighted figures, and other supplies and materials needed for expanded Holiday Lights programming

Contingent Staff: $106,333

- $24,000 for enhanced service at lifeguarded swimming beaches (1 additional shift for every day of summer operations at each beach).
- $26,829 for enhanced seasonal laborers.
- $25,902 for rental trucks for the temporary staff.
- $24,102 for enhanced harbor master/seasonal park ranger positions.
- $3,000 for additional staff to operate the 6-week pop-up sprinkler park program.
- $2,500 for additional staff to install and rotate pop-up dog parks.

Portable LED Screen: $150,000 - $250,000

Staff recommend purchasing a trailer-mounted LED screen to be used for the Movies in the Park Program. This would allow much greater flexibility for programming. The smaller footprint would allow it to be used in more locations, it does not require multiple staff to set up, it can be used during daytime hours and is not impacted by moderate wind events like an inflatable screen. Additionally, it could be used for other City

functions and events; it could even be rented out to special events to generate revenue. This is preferred over a less expensive inflatable screen that requires several staff to set up and would need to be anchored using extremely heavy weights or in-ground anchors which would severely limit where and how it could be used.

Estimated total of one-time funding: $167,931 for labor and supplies + $250,000 for LED screen = $443,833

Pilot Program Funding proposed as one-time for the remainder of 2021-2022 budget

Increase 0.5 FTE Program Coordinator to 1.0 FTE: $105,000

To provide the additional programming outlined, increasing the current 0.5 FTE Program Coordinator to 1.0 FTE would be necessary. With the added capacity, staff could coordinate, plan, and manage the additional programs. The cost shown would cover this increase through the remainder of the current budget cycle. If City Council wants to continue providing this level of service beyond the current budget, a Service Package would be submitted with the 2023-2024 budget.

Contingent Staff: $45,000 - $50,000/year

The remaining events, programs and services outlined above would require additional contingent or seasonal staff to support the implementation of the program or event.

SNAP EBT Matching Program: $5,000/year

This funding would provide matching funds to help stretch SNAP EBT dollars. This would benefit individuals and families and also help support the farmers at the market.

Estimated total of "pilot program" funding proposed as one-time = $160,000
Estimated amount of investment for 2021-2022 = $603,833

Possible Funding Options

- American Rescue Plan Act funding
- Excess revenues from 2020
- Waste Management funding from 2020: $32,000
- Waste Management funding for 2021: $32,000
- Waste Management funding for 2022: $32,000
- Council reserve for inclusive events: $32,000
- Potential Tourism Development Money
- Sponsorships and registration fees (Potentially $50,000-$60,000 of new revenue)

NEXT STEPS

Staff are seeking direction from Council on the following items:

- What questions, comments or suggestions does Council have?
- What level of interest does Council have in these investments, programs and events?
- Would Council support one-time funding for these investments, programs and events?

CITY OF KIRKLAND
City Attorney's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3030
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: John Burkhalter, Development Engineering & Environmental Services Manager
Kevin Raymond, City Attorney

Date: April 26, 2021

Subject: RESOLUTION APPROVING (1) THE CROSS KIRKLAND CORRIDOR IMPROVEMENT AND USE AGREEMENT ADJACENT TO THE PHASE III GOOGLE CAMPUS AND (2) AN AMENDED AND RESTATED CROSS KIRKLAND CORRIDOR MAINTENANCE AGREEMENT.

RECOMMENDATION:

That City Council authorize and direct the City Manager to execute two agreements related to the construction and maintenance of public improvements within the Cross Kirkland Corridor ("CKC") with the owner(s) of the immediately adjacent real property comprising the existing and presently being developed Google campus.

The first agreement is the "Cross Kirkland Corridor Improvement and Use Agreement Adjacent to Phase III Google Campus" ("Use Agreement"). The parties to the Use Agreement are the City and the Google campus Phase III owner, SRMKCCA (an SRM limited liability company). This agreement also anticipates that the Phase III owner, by lease and through a lessee first approved by the City, will operate a small "caboose" restaurant within the CKC, but outside its trail portion, as an accessory use to the Google campus, while remaining open to the public and with caboose restaurant permits and agreements to follow.

The second agreement relates to the ongoing maintenance of the Phase III public improvements by SRMKCCA and is entitled the "Amended and Restated Cross Kirkland Corridor Maintenance Agreement" ("Maintenance Agreement"). A similar maintenance agreement related to public improvements pertaining to Phases I and II of the Google campus development was previously executed. The Use Agreement will build on, but now replace, the prior maintenance agreement by adding SRMKCCA as a party together with the Phase III public improvements. (Because each of the three phases is owned by a separate SMR limited liability company, the parties to this second agreement are the City and the three SRM companies that own, respectively, Phases I, II, and III.)

Both agreements are discussed in greater detail below.

BACKGROUND DISCUSSION:

The Google campus continues to be built out by SRM, the owner of the campus real property. The campus straddles but does not include the CKC. Phases I and II were completed in prior years in support of this important and highly regarded economic development business presence in Kirkland. The development of the buildings associated with the first two phases of

the Google campus included agreements providing for necessary trail crossings as well as the construction and maintenance of many public improvements within the CKC, which improvements (e.g. trail improvements as well as signage, playground equipment, a basketball court, and a volleyball area), continue to be enjoyed by the community, CKC visitors, and Google employees.

The Use Agreement is focused on Phase III of the Google campus development. Construction of a Phase III building on the Phase III property (located on the east side of the CKC) includes the Phase III owner's commitment to also construct additional public improvements in the CKC, including trail improvements as well as a restroom, community vegetable garden, fruit trees, new lighting, pickle ball court, spray park for children, amphitheater, and other public amenities and utilities. The agreement includes typical construction activity provisions, including those related to approvals, design and installation, trail use by the public during construction, and indemnification. In the event contaminated soils are discovered and required to be removed during construction of the improvements within the CKC, the City and SRM, as before, have agreed to share the incremental costs of any such removal. Construction activities are expected to continue for approximately the next six months and will require a short re-routing of trail traffic at the Google campus location, as shown in more detail in an exhibit to the Use Agreement. The agreement acknowledges existing railbanking and transit corridor easement rights and provides for the removal of the improvements in support thereof if necessary.

The Use Agreement also anticipates that a railroad caboose owned by SRM will be built out to function as a small restaurant serving beer and wine and some food to the public. Once fully permitted by the City, the caboose would be relocated by SRM from its present location on the Google campus to a portion of the CKC adjacent to the trail and close to the Google campus, as depicted in exhibits to the Use Agreement. The caboose restaurant would be operated by a lessee selected by SRM and approved in advance by the City. The lease with the restaurant operator, and the use permit or agreement issued by the City providing for the relocation of the caboose to the CKC, will acknowledge the previously-mentioned railbank and transit corridor rights, and will also provide for the possible removal of the caboose at the end of the restaurant or other City-approved use. The caboose restaurant is allowed in the CKC zone as an accessory use to the Google campus, but may be named or classified differently by other regulatory agencies with jurisdiction, e.g. the WSLCB.

The Maintenance Agreement builds on the existing public improvements maintenance agreement with SRM (covering Phases I and II) by adding Phase III and the Phase III owner as a signatory. Under this agreement, as was true for the prior maintenance agreement, SRM will be responsible for maintaining all public improvements other than those associated with the trail itself, which will remain the responsibility of the City.

Staff has greatly appreciated the chance to work with SRM on these two agreements and is pleased to bring them forward now for Council consideration.

Attachments:

- Resolution
- Cross Kirkland Corridor Improvement and Use Agreement Adjacent to Phase III Google Campus
- Amended and Restated Cross Kirkland Corridor Maintenance Agreement

RESOLUTION R-5475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE CROSS KIRKLAND CORRIDOR IMPROVEMENT AND USE AGREEMENT ADJACENT TO PHASE III CAMPUS AND AMENDED AND RESTATED CROSS KIRKLAND CORRIDOR MAINTENANCE AGREEMENT BETWEEN THE CITY OF KIRKLAND AND SRMKCCA, LLC.

WHEREAS, the City is the owner of the Cross Kirkland Corridor ("CKC"); and

WHEREAS, SRMKCCA, LLC ("SRMKCCA") owns real property located immediately adjacent to and on the east side of the CKC ("Phase III Property"); and

WHEREAS, SRMKCCA is developing a new office building ("Phase III Building") on the Phase III Property as part of an overall Development of its campus ("Development"); and

WHEREAS, the Development already includes Phase I and Phase II Buildings on Phase I and Phase II Properties owned, respectively, by SRMKJVD, LLC ("Phase I Owner") and SRMKII, LLC ("Phase II Owner"); and

WHEREAS, the Phase I and Phase II Owners have previously constructed various public improvements within the CKC in connection with the Development, which improvements have been well received by the City, community, and the Development tenant; and

WHEREAS, the Phase III Owner has agreed to construct certain additional public improvements within the CKC in connection with the Development and its Phase III Building, including a restroom, vegetable garden, fruit trees, pickle ball court, garden shed, spray park for children, amphitheater, and utility infrastructure; and

WHEREAS, the Phase III Owner also proposes to operate a small restaurant within the CKC, but outside its trail portion, as an accessory use to the Development campus through a railroad caboose owned by the Phase III Owner and operated by a lessee chosen by the Phase III Owner and first approved by the City; and

WHEREAS, the expansion of the Development through the Phase III Building will result in the creation of additional jobs and economic development that will benefit the City; and

WHEREAS, the installation and maintenance of the public improvements within the CKC and operation of the caboose restaurant by the Phase III Owner represent important further step towards development of the CKC as an important multi-use public amenity; and

WHEREAS, the City therefore wishes to have the Phase III Owner proceed with the construction of such public improvements and the operation of such caboose restaurant within the CKC as part of the overall Development and the construction of the Phase III Building; and

WHEREAS, the parties acknowledge that the CKC permitting and use agreement and the lease terms and conditions approvals associated with such caboose restaurant will be addressed in separate agreements; and

WHEREAS, the parties now wish to enter into that certain Cross Kirkland Corridor Improvement and Use Agreement Adjacent to Phase III Campus, attached hereto as Exhibit A; and

WHEREAS, the parties also wish to provide for the ongoing maintenance of the Phase III Property public improvements within the CKC by amending and restating the present Cross Kirkland Corridor Maintenance Agreement (with the Phase I and Phase II Owners related to the Phase I and Phase II Buildings and their associated public improvements) to now include the Phase III Owner and the public improvements in the CKC associated with the Phase III Property; and

WHEREAS, the parties also now wish to enter into that certain Amended and Restated Cross Kirkland Corridor Maintenance Agreement, attached hereto as Exhibit B; and

WHEREAS, the Phase I and Phase II Owners have agreed to enter into such amended and restated maintenance agreement with the understanding it will supersede and replace as null and void the present Cross Kirkland Corridor Maintenance Agreement Between the City of Kirkland, SRMKJVD and SRMKII dated April 4, 2016.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an agreement substantially similar to that attached as Exhibit A, which is entitled "Cross Kirkland Corridor Improvement and Use Agreement

Adjacent to Phase III Campus between the City of Kirkland, SRMKCCA, LLC."

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an agreement substantially similar to that attached as Exhibit B, which is entitled "Amended and Restated Cross Kirkland Corridor Maintenance Agreement" between the City of Kirkland, SRMKJVD, LLC, SRMKII, LLC, and SRMKCCA, LLC."

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2021.

Signed in authentication thereof this ____ day of _____, 2021.

_____
Penny Sweet, Mayor

Attest:

_____
Kathi Anderson, City Clerk

After recording, return to:

Brent Carson
Van Ness Feldman LLP
719 Second Avenue, Suite 1150
Seattle, Washington 98104-1728

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): CROSS KIRKLAND CORRIDOR IMPROVEMENT AND USE AGREEMENT ADJACENT TO PHASE III CAMPUS
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a ☐ Additional reference #s on page ___ of document(s)
GRANTOR(S) (Last name first, then first name and initials) City of Kirkland, a non-charter, optional code Washington municipal corporation ☐ Additional names on page ___ of document
GRANTEE(S) (Last name first, then first name and initials) SRMKCCA, LLC, a Washington limited liability company ☐ Additional names on page ___ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Section 8, Township 25 North, Range 5 East, WM, King County, Washington ☒ Additional legal is on pages 14-18 of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS 788260-0220; 082505-9059 ☐ Assessor Tax # not yet assigned

CROSS KIRKLAND CORRIDOR IMPROVEMENT AND USE AGREEMENT ADJACENT TO PHASE III

THIS CROSS KIRKLAND CORRIDOR IMPROVEMENT AND USE AGREEMENT ADJACENT TO PHASE III CAMPUS ("Agreement") is made and entered into this ___ day of _____, 2021 (the "Effective Date"), by and among the CITY OF KIRKLAND ("City"), a non-charter, optional code Washington municipal corporation and SRMKCCA, LLC, a Washington limited liability company ("SRMKCCA").

I. RECITALS

A. In 2013, the City and SRMKII, LLC (the "Phase II Owner") and SRMKJVD, LLC (the "Phase I Owner") (collectively the Phase II Owner and the Phase I Owner are referred to hereinafter as the "Phase I and II Owners") entered to the Cross Kirkland Corridor Improvement and Use Agreement recorded with the King County Auditor under Recording No. 20131023001103 (the "Phase II Agreement"). Among its terms, the Phase II Agreement authorized The Phase I and II Owners to construct several public improvements within the City-owned Cross Kirkland Corridor ("CKC") adjacent to the Phase I Building and the Phase II of the development of the campus, and to construct three crossings of the CKC to provide access between the Phase I and Phase II Buildings. The public improvements constructed by the Phase I and II Owners under the Phase II Agreement have been well received by the City, community members and other public users, and occupants of the Phase I and Phase II Buildings.

B. SRMKCCA is the contract purchaser of that real property (the "Phase III Property") legally described and shown in Exhibits A and B, attached hereto and incorporated herein by this reference, located immediately adjacent to and on the east side of the CKC. SRMKCCA is developing a new office building (the "Phase III Building") on the Phase III Property at the former Kirkland Commerce Center site (the "Development"). SRMKCCA intends to develop the portion of the CKC adjacent to the Phase III Property (the "Adjacent CKC") with public improvements, including a paved bicycle and pedestrian trail facility, other recreational amenities, and a small restaurant within a railroad caboose operated by a lessee chosen by SRMKCCA and approved by the City. While a "restaurant" under the City's zoning code, the Parties recognize that the caboose use may be named or classified differently by other regulatory entities, e.g. WSLCB. Also included as part of this Agreement, is the Gateway Entry Park, which shall be developed by SRMKCCA and maintained in the same manner as the other Public Improvements. The Gateway Entry Park will be located within City right-of-way as shown in Exhibit C, attached hereto and incorporated herein by this reference.

C. The City owns the CKC. The CKC is legally described in Exhibit C attached hereto and incorporated herein by this reference.

D. SRMKCCA and the City share the goal of expanding the work done by the Phase I and II Owners within that portion of the CKC adjacent to the Phase I and Phase II Buildings onto the Adjacent CKC in a way that serves the needs of SRMKCCA its tenants in the Phase III Building and tenants of the Phase I and Phase II Buildings, while also preserving and enhancing the City's vision and interests in developing the CKC for new and additional public recreational and transportation uses.

E. The City Manager has been authorized by Resolution R-____ to execute this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and the long-term benefit to the City and SRMKCCA, the parties hereby agree as follows:

II. AGREEMENT

1. CKC Improvements. SRMKCCA shall construct a sixteen-foot (16') wide trail corridor with a paved public bicycle and pedestrian trail approximately eight hundred (800') feet in length through the Adjacent CKC. SRMKCCA shall construct a mutually agreed set of public improvements, including sport courts, play areas, an amphitheater, utility infrastructure and other public amenities on the Adjacent CKC. The utility infrastructure shall include, but not be limited to, buried and non-buried utilities; buried and non-buried facilities; and components such as water lines, sanitary sewer lines, storm water drainage lines, swales and infiltration devices. In addition, SRMKCCA shall design and install lighting improvements on the Adjacent CKC. The trail corridor, bicycle and pedestrian trail, sport courts, play areas, amphitheater, utility infrastructure, lighting and other public amenities are hereinafter collectively referred to as the "Public Improvements." The Public Improvements include those made to the Gateway Entry Park. SRMKCCA shall prepare a plan depicting all of the Public Improvements (the "Public Improvement Plan") for review and approval by the City. The design, installation and construction of the Public Improvements shall be consistent with the approved Public Improvement Plan, comply with all applicable City regulations and conform to City approved standards, guidelines and policies ("City Design Standards"). SRMKCCA shall obtain all required permits from the City for installation of the Public Improvements.

2. Caboose Restaurant. SRMKCCA proposes to locate a railroad caboose that it owns onto a portion of the Adjacent CKC to function as a restaurant, and to then lease the caboose for such use to a lessee approved by the City. The use of the caboose as a restaurant is permitted within this portion of the CKC under the City's zoning code as an accessory use to the main Development campus. The caboose will not be located within the trail portion of the CKC. SRMKCCA shall obtain a building permit from the City for all necessary improvements to the caboose prior to its relocation to the Adjacent CKC. SRMKCCA also shall enter into an agreement with the City for use of the caboose as a restaurant within the Adjacent CKC prior to such relocation.

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3. Railbanked Status of CKC. The parties understand and acknowledge that the CKC is a railbanked rail corridor under federal law (16 U.S.C. 1247(d)) and subject to reactivation for freight rail use. In addition, the parties understand and acknowledge that the CKC is a potential transit corridor. SRMKCCA shall design and construct the Public Improvements to accommodate possible future use of the CKC for freight rail.

4. Reservation of Transit Corridor. The easternmost forty feet (40') of the Adjacent Corridor shall remain available for possible future transit use. This reservation shall not limit or prevent construction of the Public Improvements, but may result in their removal or modification by the City in the future as it deems necessary to accommodate such transit use as contemplated by Paragraph 3.

5. Trail Use during Construction of Improvements. The Adjacent CKC shall remain open to the public for trail use at all times; provided that, to the extent necessary, SRMKCCA may limit public access during construction and maintenance of the Public Improvements. If restriction of public access is required, SRMKCCA shall provide a detour route around the construction area approved in advance by the City in substantially the form as shown in Exhibit D.

6. Public Access. Upon completion of construction, all Public Improvements shall be open to the public subject to terms and conditions that may be established by the City.

7. Maintenance of Public Improvements. The parties to the Phase II Agreement entered into a Cross Kirkland Corridor Maintenance Agreement Between the City of Kirkland, SRMKII LLC and SRMKJVD LLC dated April 4, 2016 (the "Maintenance Agreement") to establish the responsibilities for maintenance of the public improvements constructed by the Phase I and II Owners pursuant to the Phase II Agreement. Concurrent with execution of this Agreement, the City, SRMKII LLC, SRMKJVD LLC and SRMKCCA, as the owners, respectively, of Phases I, II and III, shall execute an Amended and Restated Cross Kirkland Maintenance Agreement, in substantially the form shown in Exhibit E attached hereto and incorporated herein by this reference, to address the maintenance of the Public Improvements pursuant to the Phase II Agreement and this Agreement.

8. City Authorizing New PSE Easement. Puget Sound Energy, Inc. ("PSE") will be providing power to some of the Public Improvements to be constructed by SRMKCCA in the Adjacent CKC. SRMKCCA has provided PSE with the plans for the proposed Public Improvements and PSE has submitted to SRMKCCA a proposal for PSE providing electrical service needed for the Public Improvements. It is anticipated that PSE will request authorization from the City (in the form of an easement or other agreement mutual agreed upon by the City and PSE) before PSE constructs electrical utility lines and accessory electrical equipment within the Adjacent CKC to serve this purpose. The City agrees to grant such authorization to PSE on such terms and conditions as mutually agreed upon by the City and PSE.

9. Indemnification.

9.1. Recreational Land Use. The parties anticipate that public use of the Adjacent CKC will be subject to the Recreational Land Use Statute, RCW 4.24.200 and 4.24.210.

9.2. Indemnification for Construction Activities. SRMKCCA shall indemnify, defend and hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the Public Improvements construction activities of SRMKCCA, its agents, employees or contractors, or on account of any unpaid wages or other remuneration for services. If a suit arising out of or in any way relating to such construction activities is filed against the City or its officers, agents or employees, SRMKCCA shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement be made requiring payment by the City, SRMKCCA shall pay the same. Notwithstanding anything to the contrary in this Agreement, SRMKCCA shall not be responsible for, or indemnify or defend the City against any claims, causes of action, losses, damages, liabilities, costs or expenses caused by or resulting from the City Design Standards or the negligence of the City, its agents, contractors or employees, but only to the extent of such City negligence.

9.3. Indemnification for Use of Adjacent CKC. SRMKCCA shall indemnify, defend and hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from SRMKCCA maintained Public Improvements. If a suit arising out of or in any way relating to use of the SRMKCCA maintained Public Improvements is filed against the City or its officers, agents or employees, SRMKCCA shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement be made requiring payment by the City, SRMKCCA shall pay the same. Notwithstanding anything to the contrary in this Agreement, SRMKCCA shall not be responsible for, or indemnify or defend the City against any claims, causes of action, losses, damages, liabilities, costs or expenses caused by the City Design Standards or the negligence of the City, its agents, contractors or employees, but only to the extent of such City negligence.

The City shall indemnify, defend and hold SRMKCCA and its officers, agents and employees harmless from all costs, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from City Design Standards or the use of the City maintained Public Improvements. If a suit arising out of or in any way relating to the City Design Standards or use of City maintained Public Improvements is filed against SRMKCCA and its officers, agents or employees, the City shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement be made requiring payment by SRMKCCA, the City shall pay the same. Notwithstanding anything to the contrary in this Agreement, the City

shall not be responsible for, or indemnify or defend SRMKCCA against any claims, causes of action, losses, damages, liabilities, costs or expenses caused by or resulting from the negligence of SRMKCCA, its agents, contractors or employees, but only to the extent of such SRMKCCA negligence.

10. Utility Relocation. SRMKCCA shall pay all costs and obtain all required approvals for relocation of existing utilities in connection with SRMKCCA's construction and installation of the Public Improvements.

11. Grading and Fill. SRMKCCA may, with the prior approval of the City, place fill on the Adjacent CKC for the purpose of constructing the Public Improvements and for transitioning the final grade of the Phase III Property Development. SRMKCCA and the City anticipate that filling and grading activity will occur pursuant to a Land Surface Modification Permit issued by the City.

12. Discharge of Stormwater. SRMKCCA will be permitted to discharge stormwater from the Development into the City's storm drainage facilities. SRMKCCA and the City anticipate that connections to the City's storm drainage facilities will occur pursuant to a permit issued by the City's Public Works Department.

13. Tie-Backs. The City agrees that SRMKCCA may install temporary soil nails for the purpose of shoring on the east edge of the Adjacent CKC and the western property line of the Development.

14. Default and Termination. In the event SRMKCCA or the City fail to perform any obligation of this Agreement for a period of thirty (30) days after notice from the other, that party shall be in default; provided, however, that neither party will be default under this Agreement if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. In the event of default by either party, the other party shall be entitled to terminate or to specifically enforce the terms of this Agreement.

This Agreement shall automatically terminate and no longer be in force and effect on the later of the following two events: 1) thirty (30) years from the Effective Date; or 2) one (1) year after the Development and the Phase I, II and III Buildings cease to be used as an integrated campus with a significant national tenant occupying portions of both the Development and Phase I and Phase II Buildings.

15. Dispute Resolution Process. The parties shall use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through non-binding mediation before resorting to litigation. The fees for mediation will be borne equally by the parties.

16. Modifications to Agreement. This Agreement contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment executed by both parties. Amendments to this Agreement that materially modify the intent and policy of the Agreement must be approved by the City Council. Other amendments may be approved by the City Manager.

17. Hazardous or Dangerous Waste. In the event that SRMKCCA discovers Hazardous or Dangerous Waste on the CKC during construction of Public Improvements or Crossing Improvements, SRMKCCA shall notify the City. SRMKCCA and the City agree to share equally any increased marginal costs associated with the management, testing, treatment and disposal of such waste.

18. General Provisions.

18.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.2 Recording. A memorandum of this Agreement shall be recorded against the Development as a covenant running with the land and shall be binding on the parties, their heirs, successors and assigns.

18.3 Agreement Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the City, SRMKCCA, and the Phase III Owner except as limited and conditioned in this Agreement.

18.4 Severability. If any provision of this Agreement is determined to be unenforceable or invalid in a final decree or judgment by a court of law, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect. In that event, this Agreement shall thereafter be modified, as provided immediately hereafter, to implement the intent of the parties to the maximum extent allowable under law. The parties shall diligently seek to agree to modify the Agreement consistent with the final court determination, and no party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. If the parties do not mutually agree to modifications within forty-five (45) days after the final court determination, then either party may initiate the mediation process under Section 15 for determination of the modifications that will implement the intent of this Agreement and the final court decision.

18.5 Authority. Each party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

18.6 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Agreement supersedes all previous agreements, oral or written.

18.7 Default and Remedies. No party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. In any action to enforce or determine a party's rights under this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

18.8 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

18.9 Interpretation. This Agreement has been reviewed and revised by legal counsel for all parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

18.10 Notice. All communications, notices, and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

City Manager
City of Kirkland
123 5th Ave.
Kirkland WA, 98033

If to SRMKCCA, LLC:

SRMKCCA, LLC
111 N Post, Suite 200
Spokane, WA 99201

Notice by hand delivery or facsimile shall be effective upon receipt, provided that notice by facsimile shall be accompanied by mailed notice as set forth herein and shall be evidenced by a machine-printed confirmation of successful transmission. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

18.11 Delays. If either party is delayed in the performance of its obligations under this Agreement due to Force Majeure, then performance of those obligations shall be

excused for the period of delay. For purposes of this Agreement, economic downturns, loss in value of assets, inability to obtain or retain financing, do not constitute a force majeure event.

18.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

In Witness Whereof, the parties have caused this Agreement to be executed, effective on the day and year set forth on the first page hereof.

CITY OF KIRKLAND, a Washington municipal corporation

By: _____
Kurt Triplett, City Manager
Date: _____

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Kurt Triplett is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of the City of Kirkland to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)
Notary Public
My appointment expires _____

SRMKCCA, LLC, a Washington limited liability company

By: SRMKCCAJV, LLC, a Washington limited liability company

By: SRM Development, LLC a Washington limited liability company
Its: Manager

By: _____
Its: Authorized Member
Date: _____

By: _____
Its: Authorized Member
Date: _____

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Authorized Member of SRM Development, LLC, the Manager of SRMKCCAJV, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Signature)
Notary Public
My appointment expires _____

Exhibit A

Phase III Property Legal Description

LEGAL DESCRIPTION:

PARCEL A:

LOTS 22 AND 23, SOUTH KIRKLAND ACREAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 175 FEET IN WIDTH OF SAID LOT 22.

PARCEL B:

THAT PORTION OF THE SOUTH 175 FEET IN WIDTH OF LOT 22, LYING EASTERLY OF THE NORTHERN PACIFIC RAILWAY CO.'S RIGHT-OF-WAY, SOUTH KIRKLAND ACREAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON.

Exhibit B

Illustration of Phase III Property and Adjacent CKC

Exhibit C
Cross Kirkland Corridor Legal Description

City Of Kirkland
Legal Description – Railroad Corridor

Triad Job Number 11-128
November 22, 2011
Revised December 06, 2011

That portion of Sections 5, 8, 17 and 20, Township 25 North, Range 5 East, W.M. and Sections 28, 32 and 33, Township 26 North, Range 5 East, W.M., in King County, Washington, lying within the eight (8) tracts of land described as follows:

Tract 1

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed upon, over and across the S½,NE¼ and the NW¼,SE¼ and the SW¼ of Section 28, the W½,NW¼ and the NW¼,SW¼ of Section 33, the SE¼ of Section 32, all in Township 26 North, Range 5 East, W.M., bounded on the East by a line that is parallel with and 42.00 feet west of, when measured at right angles to, the centerline of 132nd Avenue NE (aka Slater Avenue NE or 132nd Place NE) as surveyed under King County Survey No. 28-26-5-19 and bounded on the South by South line of said SE¼ of Section 32, **EXCEPTING THEREFROM,** that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260805, records of King County, Washington; **ALSO EXCEPTING THEREFROM,** that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 30, 1998 as Document No. 9807301468, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260791, records of King County, Washington, **ALSO EXCEPTING THEREFROM,** that certain tract of land described in Correction Quitclaim Deed dated January 6, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2000 as Document No. 20000211000454, records of King County, Washington;

Tract 2

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 23, 24, 25 and 26, the vacated alley between Blocks 13 and 14, and vacated Arlington Avenue between Blocks 14 and 19, as said Blocks and Streets are shown on plat of Lake Avenue Addition to Kirkland as recorded in Volume 6 of Plats, Page 86, Records of said King County, together with any right title and interest, if any to those portions of Victoria Avenue, Harrison Avenue, Moreton Avenue, Jefferson Avenue, and Washington Avenue and Maple Street and alleys within said Blocks which lie within said 100.0 feet wide Branch Line right of way, **EXCEPTING THEREFROM,** that portion of Lot 3; Block 5, Lake Avenue Addition to Kirkland, according to the official plat thereof in the office of the Auditor of King County, Washington lying between two lines drawn parallel with and distant, respectively, 34.0 feet and 50.0 feet Westerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway) Main Track centerline as now located and constructed upon, over, and across said Block 5;

Tract 3
That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 220, 223, 224, 232, 233, 238, and 241 as said Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of Plats at Page 5, records of said King County, together with any right title and interest, if any to those portions of Massachusetts Avenue, Madison Avenue, Michigan Avenue, Olympia Avenue, Piccadilly Avenue, Cascade Avenue, Clarkson Avenue, Fir Street, and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way;

Tract 4
That portion of Lots 1, 2, 4, 37, and all of Lots 3, 38, and 39, Block 227 as said Lots and Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of Plats, at Page 5, records of said King County, which lie Northeasterly of a line parallel with and distant 50 feet Southwesterly from measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Southwesterly of a line parallel with and distant 50 feet Northeasterly from, measured at right angle to said Railway Company's Main Track centerline as originally located and constructed;

Tract 5
That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline; as now located and constructed upon, over and across the SE¼,SE¼ of Section 5, NW¼,NE¼ and the E½,NW¼ and the E½,SW¼ of Section 8, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South right-of-way line of Clarkson Avenue, City of Kirkland, Washington, and bounded on the West by the West line of said E½,SW¼ of Section 8, **EXCEPTING THEREFROM,** that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260787, records of King County, Washington, **ALSO EXCEPTING THEREFROM,** that certain tract of land described in Correction Quitclaim Deed dated May 15, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded August 5, 1999 as Document No. 19990805001402, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in Deed dated February 24; 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281544, records of King County, Washington,

Tract 6
That certain 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington, said 0.23 acre tract being described in said deed for reference as follows:

"Commencing at a point in the east line of Lot four (4), Section eight (8), Township twenty-five (25) North, Range five (5) east, W.M., that is 395 feet north of the southeast corner of said lot, and running thence west parallel with the south line of-said Lot four (4) 67 feet, more or less, to a point that is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway Company as the same is now located, staked out and to be constructed across said Section eight (8); thence running northeasterly parallel with said railway center line 200 feet; thence westerly at right angles to said railway center line 30 feet; thence northeasterly parallel with said railway center line, and 80 feet distant therefrom, 130 feet, more or less, to the east line of said Lot four (4); thence south along said east line of said lot four (4) 322 feet, more or less, to the point of beginning; containing 0.23 acres, more or less.";

Tract 7

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railroad Company recorded March 9, 1904 in Book 387, Page 243, records of King County, Washington, said strip being described in said deed for reference as follows:

"A strip of land Two Hundred twenty-five (225) feet in width across that certain parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H.A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41, reference thereto being had. Said strip of land hereby conveyed, having for its boundaries two lines that are parallel with and respectively distant One Hundred (100) feet easterly from, and One Hundred Twenty-Five (125) feet westerly from, when measured at right angles to, the center line of the Seattle Belt Line branch of the NORTHERN PACIFIC RAILWAY COMPANY, as the same is now constructed and located across said Tract "B", which said Tract "B" is located in Section 17, Township 25 North, Range 5 East, Willamette Meridian";

Tract 8

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 4 of Section 8, Government Lots 1, 2, and 3 and the E½,SW¼ of Section 17, and the NE¼,NW¼ and the NE¼ of Section 20, all in Township 25 North, Range 5 East, W.M., bounded on the North by the South line of that certain herein above described 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington and the East line of said Government Lot 4 of Section 8, and bounded on the South by the westerly margin of 108th Avenue NE as described in the Quit Claim Deed from State of Washington to the City of Bellevue recorded under Recording Number 9303190367, records of said King County, together with such additional widths as may be necessary to catch the slope of the fill in N½ of said Government Lot 2, Section 17 as delineated in the 7th described parcel in deed dated June 20, 1903 from Kirkland Land and Improvement Company to Northern Pacific Railway Company recorded June 26, 1903 in Book 352, Page 582, records of King County, Washington. **EXCEPTING THEREFROM,** that portion of said 100.0 foot wide right of way lying within said hereinabove described parcel of land designated as Tract “B” in deed from the Kirkland Land and Improvement Company to H.A. Noble dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41.

(Tracts 1 – 8 being a portion of the parcel of land conveyed by BNSF Railroad Company to the Port of Seattle by Quit Claim Deed recorded under Recording Number 20091218001535, records of said King County.)

Exhibit D

Detour Plan

Exhibit E

Amended and Restated Cross Kirkland Maintenance Agreement

AMENDED AND RESTATED CROSS KIRKLAND CORRIDOR MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED CROSS KIRKLAND CORRIDOR MAINTENANCE AGREEMENT ("Restated Agreement") is made and entered into this ____ day of _____, 2021, by and among the CITY OF KIRKLAND, a non-charter, optional code Washington municipal corporation ("City"), SRMKJVD, LLC, a Washington limited liability company (the "Phase I Owner"), SRMKII, LLC, a Washington limited liability company (the "Phase II Owner"), and SRMKCCA, LLC, a Washington limited liability company (the "Phase III Owner"). SRMKJVD, LLC, SRMKII, LLC, and SRMKCCA, LLC are collectively referred to as "SRM" in this Restated Agreement.

I. RECITALS

A. The Phase I Owner is the owner of that real property (the "Phase I Property") legally described in **Exhibit A**, attached hereto and incorporated herein by this reference, located immediately adjacent to and on the east side of the Cross Kirkland Corridor ("CKC"). The Phase I Property is currently occupied by office buildings (the "Phase I Buildings").

B. The Phase II Owner is the owner of that real property (the "Phase II Property") legally described in **Exhibit B**, attached hereto and incorporated herein by this reference, located immediately adjacent to and on the west side of the CKC, across from the Phase I Property. The Phase II Property is currently occupied by office buildings (the "Phase II Buildings").

C. The Phase III Owner is the owner of that real property (the "Phase III Property") legally described in **Exhibit C**, attached hereto and incorporated herein by this reference, located immediately adjacent to and on the east side of the CKC north of the Phase II Property. The Phase III Owner is constructing new office buildings on the Phase III Property (the "Phase III Buildings").

D. The City owns the CKC.

E. The Phase I Owner, the Phase II Owner and the City entered into a Cross Kirkland Corridor Improvement and Use Agreement ("Use Agreement") which was recorded on October 23, 2013. The Use Agreement authorized the Phase I Owner and the Phase II Owner to use portions of the CKC for access between the Phase I Property and the Phase II Property. In exchange, the Phase II Owner agreed to install certain improvements on the CKC identified in the Use Agreement as "Public Improvements." In addition, Use Agreement Section 9 provided that unless the parties agree otherwise, the Phase I Owner and the Phase II Owner shall maintain the Public Improvements on the CKC, except for the bicycle and pedestrian trail, which shall be maintained by the City.

F. In compliance with Use Agreement Section 9, the Phase I Owner, the Phase II Owner and the City entered into that Cross Kirkland Corridor Maintenance Agreement Between the City of Kirkland, SRMKII, LLC and SRMKJVD LLC dated April 4, 2016 (the "Maintenance

Agreement"), a memorandum of which was recorded under King Country Recording No. 20160509000364.

G. The Phase III Owner and City entered into the Cross Kirkland Corridor Improvement and Use Agreement Adjacent to Phase III Campus on _____, 2021 (the "Phase III Use Agreement"). The Phase III Use Agreement authorized the Phase III Owner to install certain additional public improvements on the CKC, identified in the Phase III Use Agreement as "Public Improvements." Phase III Use Agreement Section 7 requires the execution of an amendment to the Maintenance Agreement to address the maintenance of all of the Public Improvements installed pursuant the Use Agreement and the Phase III Use Agreement. The City and the Phase I and Phase II owners wish to continue the legal relationships established by the Maintenance Agreement. Given the interrelatedness of Phases I through III, including common or related ownership interests, the four parties hereto wish to enter into this Restated Agreement, a legal effect of which will be to render the Maintenance Agreement null and void as thereby superseded. The Public Improvements referred to in both the Use Agreement and in the Phase III Use Agreement are hereinafter referred to in this Restated Agreement as the "Public Improvements."

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

II. AGREEMENT

1. Allocation of Maintenance Responsibilities. Unless otherwise provided in this Restated Agreement, the City shall maintain the bicycle and pedestrian trail on the CKC and SRM shall maintain all of the other Public Improvements in the CKC. A spreadsheet listing specific maintenance items and responsibilities and allocating responsibility for those items to either the City or SRM is attached hereto as **Exhibit D** and incorporated into this Restated Agreement by this reference. The parties shall perform, at their sole cost and expense, the maintenance responsibilities allocated to them in **Exhibit D**.

2. Indemnification. SRM shall indemnify, defend and hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature, including reasonable attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the use of the SRM-maintained Public Improvements. If a suit arising out of or in any way relating to use of the SRM-maintained Public Improvements or the CKC crossings is filed against the City and its officers, agents or employees, SRM shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement be made requiring payment by the City, SRM shall pay the same. Notwithstanding anything to the contrary in this Restated Agreement, SRM shall not be responsible for, or indemnify or defend the City against any claims, causes of action, losses, damages, liabilities, costs or expenses caused by the negligence of the City, its agents, contractors or employees, to the extent of such negligence.

The City shall indemnify, defend and hold SRM and its respective officers, agents and employees harmless from all costs, claims or liabilities of any nature, including reasonable attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the use of the City-maintained Public Improvements. If a suit

arising out of or in any way relating to the City Design Standards or use of City-maintained Public Improvements is filed against SRM and its respective officers, agents or employees, the City shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement be made requiring payment by SRM, the City shall pay the same. Notwithstanding anything to the contrary in this Restated Agreement, the City shall not be responsible for, or indemnify or defend SRM against any claims, causes of action, losses, damages, liabilities, costs or expenses caused by or resulting from the negligence of SRM, its agents, contractors or employees, to the extent of such negligence.

3. Default and Termination. No party shall be in default under this Restated Agreement unless it has failed to perform as required under this Restated Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30)-day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. In any action to enforce or determine a party's rights under this Restated Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs.

This Restated Agreement shall automatically terminate and no longer be in force and effect on the earlier to occur of the following two events: 1) thirty (30) years from the Effective Date; or 2) one (1) year after the Phase I Buildings, Phase II Buildings and Phase III Buildings cease to be used as an integrated campus with a significant national tenant occupying portions of the Phase I Buildings, the Phase II Buildings and the Phase III Buildings.

4. Dispute Resolution Process. The parties shall use their best efforts to resolve disputes arising out of or related to this Restated Agreement using good faith negotiations. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through non-binding mediation before resorting to litigation. The fees for mediation will be borne equally by the parties.

5. Modifications to Restated Agreement. This Restated Agreement contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment executed by both parties.

6. Memorandum of Restated Agreement. SRM shall record a memorandum of this Restated Amendment in the official records of King County, Washington, in a form substantially similar to the memorandum, attached hereto as **Exhibit E**.

7. Replacement of Maintenance Agreement Terms. All terms and conditions of the Maintenance Agreement are hereby revised and replaced by the terms and conditions of this Restated Agreement and such Maintenance Agreement shall be considered null and void.

8. General Provisions.

8.1 Governing Law. This Restated Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.2 Severability. If any provision of this Restated Agreement is determined to be unenforceable or invalid in a final decree or judgment by a court of law, then the remainder of this Restated Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect. In that event, this Restated Agreement shall thereafter be modified, as provided immediately hereafter, to implement the intent of the parties to the maximum extent allowable under law. The parties shall diligently seek to agree to modify the Restated Agreement consistent with the final court determination, and no party shall undertake any actions inconsistent with the intent of this Restated Agreement until the modification to this Restated Agreement has been completed. If the parties do not mutually agree to modifications within forty-five (45) days after the final court determination, then either party may initiate the mediation process under Section 4 for determination of the modifications that will implement the intent of this Restated Agreement and the final court decision.

8.3 Authority. Each party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Restated Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Restated Agreement.

8.4 Entire Agreement. This Restated Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Restated Agreement supersedes all previous agreements, oral or written.

8.5 No Third-Party Beneficiary. This Restated Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Restated Agreement.

8.6 Interpretation. This Restated Agreement has been reviewed and revised by legal counsel for all parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Restated Agreement.

8.7 Notice. All communications, notices, and demands of any kind that a party under this Restated Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, or (ii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

City Manager
City of Kirkland
123 5th Ave.
Kirkland WA, 98033

If to Phase III Owner:

SRMKCCA, LLC
111 N. Post, Suite 200
Spokane, WA 99201

If to Phase II Owner:

SRMKII, LLC
111 N. Post, Suite 200
Spokane, WA 99201

If to Phase I Owner:

SRMKJVD, LLC
111 N. Post, Suite 200
Spokane, WA 99201

Notice by hand delivery shall be effective upon receipt. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

8.8 Delays. If either party is delayed in the performance of its obligations under this Restated Agreement due to force majeure, then performance of those obligations shall be excused for the period of delay. For purposes of this Restated Agreement, economic downturns, loss in value of assets, inability to obtain or retain financing, do not constitute a force majeure event.

8.9 Counterparts. This Restated Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same Restated Agreement, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Restated Agreement may be detached from any counterpart of this Restated Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Restated Agreement identical in form hereto but having attached to it one or more additional signature pages. The Effective Date of this Restated Agreement is the last date this Restated Agreement is signed by the last Party.

In Witness Whereof, the parties have caused this Agreement to be executed, effective on the day and year set forth on the first page hereof.

CITY OF KIRKLAND, a Washington municipal corporation

By: _____
Print Name:_____
Its: _____
Date: _____

SRMKIID, LLC, a Delaware limited liability company

By: SRMKII, LLC, a Washington limited liability company
Its: Sole Member

By: SRM Development, LLC
Its: Manager

By:_____
Print name: James D. Rivard
Its: Authorized Member

By:_____
Print name: Ryan B. Leong
Its: Authorized Member
Date:_____

SRMKJVD, LLC, a Delaware limited liability company

By: SRM Development, LLC
Its: Manager

By:_____
Print name: James D. Rivard
Its: Authorized Member

By:_____
Print name: Ryan B. Leong
Its: Authorized Member
Date:_____

SRMKCCA, LLC, a Washington limited liability company

By: SRMKCCAJV, LLC, a Washington limited liability company

By: SRM Development, LLC a Washington limited liability company
Its: Manager

By: _____
Print name: James D. Rivard
Its: Authorized Member
Date: _____

By: _____
Print name: Ryan B. Leong
Its: Authorized Member
Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PHASE I PROPERTY

PARCEL A:

THAT PORTION OF TRACTS 18, 19, AND 20, SOUTH KIRKLAND ACREAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°35'10" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 2,611.93 FEET TO A POINT 0.23 FEET EAST OF AN EXISTING PUNCH MARK IN A LEAD PLUG IN THE NORTHEASTERLY RIM OF A SEWER MANHOLE; THENCE CONTINUING NORTH 0°35'10" EAST 179.47 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 0°35'10" EAST 300.00 FEET; THENCE NORTH 89°24' 50" WEST 180.00 FEET;
THENCE SOUTH 0°35' 10" WEST 300.00 FEET;
THENCE SOUTH 89°24'50" EAST 180.00 FEET TO THE TRUE POINT OF

BEGINNING; EXCEPT THE EAST 30.00 FEET THEREOF; ALSO

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND BY STATUTORY WARRANTY DEED RECORDED MARCH 30, 2007 UNDER RECORDING NUMBER 20070330002629.

PARCEL B:

TRACTS 18, 19, 20, AND 21, SOUTH KIRKLAND ACREAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 94, IN KING COUNTY,
WASHINGTON;

EXCEPT THAT PORTION OF SAID TRACTS 18, 19, AND 20 INCLUDED WITHIN THE FOLLOWING DESCRIPTION:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
THENCE NORTH 0°35' 10" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 2,611.93 FEET TO A POINT 0.23 FEET EAST OF AN EXISTING PUNCH MARK IN A LEAD PLUG IN THE NORTHEASTERLY RIM

OF A SEWER MANHOLE; THENCE CONTINUING NORTH 0°35'10" EAST 179.47 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 0°35'10" EAST 300.00 FEET; THENCE NORTH 89°24'50" WEST 180.00 FEET;
THENCE SOUTH 0°35'10" WEST 300.00 FEET;
THENCE SOUTH 89°24'50" EAST 180.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT 18 LYING SOUTH OF A LINE DESCRIBED ASFOLLOWS:

EXHIBIT B
LEGAL DESCRIPTION OF THE PHASE II
PROPERTY

PARCEL A:

THAT PORTION OF LOT 12 LYING WEST OF NORTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY AND THAT PORTION OF LOTS 15 AND 16 LYING EAST OF ALINE WHICH IS THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 12 AS EXTENDED SOUTHERLY TO THE SOUTH LINE OF LOT 16 AND LYING WEST OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, ALL IN SOUTH KIRKLAND ACREAGE, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 94, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 15 FEET OF THE WESTERLY 325 FEET CONVEYED TO THE CITY OF KIRKLAND BY DEED RECORDED APRIL 23, 1971 UNDER RECORDING NUMBER 7104230470.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF KIRKLAND BY DEED RECORDED OCTOBER 09, 2015 UNDER RECORDING NO. 20151009001448.

PARCEL B:

EASEMENTS GRANTED IN THE DOCUMENT CROSS KIRKLAND CORRIDOR IMPROVEMENT AND USE AGREEMENT RECORDED OCTOBER 23, 2013, UNDER RECORDING NUMBER 20131023001103, IN KING COUNTY, WASHINGTON.

EXHIBIT C
LEGAL DESCRIPTION OF THE PHASE III PROPERTY

LEGAL DESCRIPTION:

PARCEL A:

LOTS 22 AND 23, SOUTH KIRKLAND ACREAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 175 FEET IN WIDTH OF SAID LOT 22.

PARCEL B:

THAT PORTION OF THE SOUTH 175 FEET IN WIDTH OF LOT 22, LYING EASTERLY OF THE NORTHERN PACIFIC RAILWAY CO.'S RIGHT-OF-WAY, SOUTH KIRKLAND ACREAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 94, IN KING COUNTY, WASHINGTON.

EXHIBIT D
RESPONSIBILITY FOR MAINTENANCE
[see attached]

Maintenance Agreement for Improvements on CKC

	SRM	City
Storm System		
Access Drive	X	
Inspection	X	
Repairs and maintenance	X	
Public Improvements	X	
Inspection		X
Repairs and maintenance	X	
Storm filter cartridge system	X	
Catch basin	X	
Lights and power		
Replacement parts	X	
Utility costs	X	
Water and irrigation		
Replacement parts	X	
Utility costs	X	
Signage		
Trail		X
Road crossing	X	
Graffiti		
Trail		
Public Improvements		X
	X	
Trash		
Replacement parts	X	
Waste Management costs	X	
Trail		
Primary Trail		X
Concrete panels		X
Daily/weekly maintenance		X
Sweeping		X
Power washing	X	X
Secondary Trail		
Brick pavers	X	
Daily/weekly maintenance	X	
Sweeping	X	
Litter pickup	X	
Power washing	X	

	SRM	City
Vegetation		
Grass	X	
Mowing	X	
Trail edging	X	
Leaves on trail	X	
Leaves on play equipment	X	
Weeding	X	
Flower Beds	X	
Vegetable Garden	X	
Fruit trees	X	
Pruning trees	X	
Playground		
Approval of equipment before installation	X	X
Inspections	X	
Reporting of inspections/monthly - to the City	X	
Replacement parts	X	
Replacement plan over time	X	
Wireless Internet		
No Plan to do this yet		
Furnishings	X	
Basketball court	X	
Adult fitness instruction area	X	
Sand Volleyball	X	
Play area structure	X	
Pickle ball court	X	
Garden Shed	X	
Spray park	X	
Amphitheater	X	
Caboose Maintenance	X	

Maintenance of Public Improvements. Unless otherwise agreed to by the City, SRM shall maintain all Public Improvements in the Adjacent CKC, except for the bicycle and pedestrian trail, which shall be maintained by the City (Use Agreement, Section 9).

EXHIBIT E
FORM OF MEMORANDUM OF AMENDED AND RESTATED AGREEMENT

After recording, return to:

Brent Carson
Van Ness Feldman LLP
719 Second Avenue, Suite 1150
Seattle, Washington 98104-1728

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Memorandum of Amended and Restated Cross Kirkland Corridor Maintenance Agreement
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 20160509000364 ☐ Additional reference #s on page ___ of document(s)
GRANTOR(S) (Last name first, then first name and initials) City of Kirkland, a non-charter, optional code Washington municipal corporation ☐ Additional names on page ___ of document
GRANTEE(S) (Last name first, then first name and initials) SRMKJVD, LLC, a Washington limited liability company SRMKII, LLC, a Washington limited liability company SRMKCCA, LLC, a Washington limited liability company ☐ Additional names on page ___ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Ptn Tracts 18-21, South Kirkland Acreage, Vol. 11, P. 94; Ptn Lots 12, 15, 16, 22 and 23 South Kirkland Acreage, Vol. 11, P. 94 ☒ Additional legal is on pages 14-18 of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS 788260-0220; 082505-9059; 788260-0175-04, 788260-0180-07, 788260-0120-00 ☐ Assessor Tax # not yet assigned

MEMORANDUM OF AMENDED AND RESTATED CROSS KIRKLAND CORRIDOR MAINTENANCE AGREEMENT

This MEMORANDUM OF AMENDED AND RESTATED CROSS KIRKLAND CORRIDOR MAINTENANCE AGREEMENT (this "Memorandum") is made and entered into this _ day of _____2021, by and among the CITY OF KIRKLAND, a non-charter, optional code Washington municipal corporation (the "City"), SRMKJVD, LLC, a Washington limited liability company (the "Phase I Owner"), SRMKII, LLC, a Washington limited liability company (the "Phase II Owner"). And SRMKCCA, LLC, a Washington limited liability company (the "Phase III Owner"). SRMKJVD, LLC, SRMKII, LLC and SRMKCCA, LLC are collectively referred to as "SRM" in this Memorandum.

1. The Maintenance Agreement. The City, SRMKJVD, LLC and SRMKII, LLC entered into that certain Maintenance Agreement dated April 5, 2016 (the "Maintenance Agreement"), pursuant to which the City, SRMKJVD, LLC and SRMKII, LLC delineated and clarified their respective maintenance responsibilities with respect to the Cross Kirkland Corridor ("CKC"), immediately adjacent to and between (a) the real property owned by the Phase I Owner as more particularly described in Exhibit A attached hereto, and (b) the real property owned by the Phase II Owner as more particularly described in Exhibit B attached hereto. The City owns the CKC. A Memorandum of the Maintenance Agreement was recorded

2. The Phase III Use Agreement. The City and SRMKCCA, LLC entered into a Phase III Cross Kirkland Corridor Improvement and Use Agreement Adjacent to Phase III Campus dated _____ (the "Phase III Agreement"). The Phase III Agreement authorized SRMKCCA to construction certain public improvements in the CKC adjacent to the real property owned by the Phase III Owner as more particularly described in Exhibit C attached hereto.

3. Amended and Restated Maintenance Agreement. The City and SRM entered into that Amended and Restated Cross Kirkland Corridor Maintenance Agreement to expand the terms of the Maintenance Agreement (the "Restated Agreement") to include all portions of the CKC adjacent to the Phase I Property, Phase II Property, and Phase III Property (collectively referred to herein as the "Property") and to further delineate and clarify their respective maintenance responsibilities with respect to the CKC. The Restated Agreement revised and replaced in full all terms and conditions of the Maintenance Agreement with the terms and conditions of the Restated Amendment.

4. Term of the Amended Maintenance Agreement. The Restated Agreement will automatically terminate and no longer be in force and effect on the earlier to occur of the following two events: (1) thirty (30) years from the date of the Restated Agreement; or (2) one (1) year after the Property ceases to be used as an integrated campus with a significant national tenant.

5. Purpose of Memorandum. This Memorandum is prepared for the purpose

of recordation to give notice of the Agreement. It does not constitute an amendment or modification of the Agreement.

6. Address for Notices. Except as otherwise expressly provided in the Agreement, all notices, requests, demands or other communications to or upon the respective parties hereto will be deemed to have been duly given or made when delivered as provided in the Agreement.

7. Counterparts. This Memorandum may be executed and delivered in several counterparts, each of which will be deemed an original but all of which when taken together will constitute one and the same instrument.

In Witness Whereof, the parties have caused this Memorandum to be executed, effective on the day and year set forth on the first page hereof.

CITY OF KIRKLAND, a Washington municipal corporation

By: Form - Do Not Sign
Print name: _____
Its: _____
Date : _____

SRMKII, LLC, a Washington limited liability company

By: Stone Rivard McGonigle Development, L.L.C.
Its: Manager

By: Form - Do Not Sign
Print name: Bryan P. Stone
Its: Authorized Member
Date: _____

SRMKJVD, LLC, a Delaware limited liability company

By: Stone Rivard McGonigle Development, L.L.C.
Its: Manager

By: Form - Do Not Sign
Print name: Bryan P. Stone
Its: Authorized Member
Date: _____

SRMKCCA, LLC, a Washington limited liability company

By: SRMKCCAJV, LLC, a Washington limited liability company

By: SRM Development, LLC a Washington limited liability company
Its: Manager

By: Form - Do Not Sign
Print name: _____
Its: Authorized Member
Date: _____

By: Form - Do Not Sign
Print name: _____
Its: Authorized Member
Date: _____

[Acknowledgements follow]

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Kirkland to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Form - Do Not Sign
(Signature) Notary
Public
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Bryan P. Stone is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Member of Stone Rivard McGonigle Development, L.L.C., the Manager of SRMKII, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Form - Do Not Sign
(Signature) Notary
Public
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Bryan P. Stone is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Member of Stone Rivard McGonigle Development, L.L.C., the Manager of SRMKJVD, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Form - Do Not Sign
(Signature) Notary
Public
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as an Authorized Member of SRM Development, LLC, the Manager of SRMKCCA, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Form - Do Not Sign
(Signature) Notary
Public
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as an Authorized Member of SRMKCCAJV, LLC, the Manager of SRMKCCA, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Form - Do Not Sign
(Signature) Notary
Public
My appointment expires: _____

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Tracey Dunlap, Deputy City Manager

Date: April 21, 2021

Subject: FIRE IMPACT FEE ADOPTION

RECOMMENDATION:

City Council adopts the ordinance implementing Fire Impact Fees effective July 1, 2021. The ordinance adds a new Chapter 27.10, "Fire Impact Fees," to Title 27 of the Kirkland Municipal Code.

BACKGROUND DISCUSSION:

Council received a briefing on the results of the Fire Impact Fee study at the April 6, 2021 City Council meeting. The rate study report prepared by the City's consultant FCS Group (Attachment 1) contains the underlying calculations for the proposed Fire Impact Fee. Based on direction received at that meeting, staff is presenting an ordinance that, if approved, would implement the Fire Impact Fee effective July 1, 2021. The proposed fee schedule is summarized in the table below.

Land Use Type	Total Fee	Unit of Development	Growth by 2035	Existing Component Revenue	Future Component Revenue
Commercial	**$ 1.40**	per Sq. Ft.	889,766	$ 332,614	$ 910,885
Office & Industrial	**0.07**	per Sq. Ft.	4,831,614	118,363	198,977
Schools	**0.53**	per Sq. Ft.	551,102	79,533	214,989
Health Care	**3.24**	per Sq. Ft.	450,269	394,105	1,065,320
Government	**3.03**	per Sq. Ft.	71,559	58,562	158,301
Single-Family	**1,019.38**	per Dwelling Unit	3,511	841,610	2,737,444
Multifamily	**412.92**	per Dwelling Unit	10,153	1,590,558	2,601,849
Total Revenue Generated				**$ 3,415,346**	**$ 7,887,764**

The presentation on April 6 also included a comparison of residential fees to other jurisdictions, which is included on the following page.

City	SFR	MFR
Shoreline	$ 2,311	$ 2,002
Issaquah	2,213	2,485
Kirkland	**1,019**	**413**
Renton	830	965
Redmond	128	217
Sammamish	N/A	N/A
Bellevue	N/A	N/A

SFR=single family residential; MFR=multifamily residential

Fire Impact Fee Elements
The fire impact fee would apply to both residential and commercial development. The fee would not be applied to changes of use of an existing building unless the existing structure was replaced, expanded or significantly redeveloped.

Section 27.10.050 of the ordinance also provides all the exemptions from the fire impact fee that are currently authorized by state law. Buildings or structures constructed as shelters that provide emergency housing for people experiencing homelessness and emergency shelters for victims of domestic violence are exempted. Accessory dwelling units are also exempted. Low-income housing is exempted from 80% of the required fire impact fee which is the maximum exemption allowed by state law.

Development activities of human services agencies which meet the human services needs of the community such as providing employment assistance, food, shelter, clothing, or health services for low- and moderate-income residents may also apply for an impact fee exemption. Under state law, if the City grants this discretionary exemption, the impact fee amount not collected from human services agencies must still be paid by the City from other public funds.

Next Steps
Should the Council adopt the Fire Impact Fee on May 4, the next step would be for staff to return to Council with the additional information requested about parks and transportation impact fees at the April 6 meeting and seek additional direction on the following schedule:

- Parks Impact Fee Follow Up and Policy Questions – June
    - Should the Park Impact Fee be increased and, if so, to what level?
    - Should a non-residential Park Impact Fee be implemented?
    - What date should the new fees be effective?

- Transportation Impact Fee Follow Up and Policy Questions – July
    - Should the Transportation Impact Fees be changed based on the study results?
    - What date should the new fees be effective?

City of Kirkland, WA

FIRE AND PARKS IMPACT FEE UPDATE

Final Report
December 2020

Washington
7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon
5335 Meadows Road, Suite 330
Lake Oswego, OR 97035
503.841.6543

Colorado
PO Box 19114
Boulder, CO 80301-9998
719.284.9168

www.fcsgroup.com

This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.

FCS GROUP
Solutions-Oriented Consulting

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IV.A. Customer Base 11

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Section I. Introduction

The City of Kirkland, Washington (City) is a growing city with increasing demands for parks facilities. To help offset the costs that these demands place upon the City, the City imposes a Parks Impact Fee of $4,391 for a single-family home, and $3,338 for a multi-family dwelling unit. This fee was intended to recover an equitable share of system costs from growth, recognizing both the investments in infrastructure that the City has made and the future investments that the City will have to make to provide capacity to serve growth. The parks impact fee was last studied in 2015, and the City Council adopted Park Impact fees based on this study, which became effective in 2016. The fees have been indexed to inflation over the intervening time period and have thus increased every year. In 2020, the City contracted with FCS GROUP to update the fee. In addition, the City requested an initial impact fee for its fire and emergency medical services, which is included in this report. The scope of work also included updating the City's Transportation Impact Fee, but finalizing that work has been put on hold pending updates to the City's Transportation Management Plan (TMP) expected in 2021. Those results will be summarized in a separate report when the new information has been incorporated.

Consistent with these objectives, this study included the following key elements:

- **Overview of Washington Laws and Methodology Alternatives**. We worked with City staff to examine previous impact fee methodologies and evaluate alternative approaches in compliance with Washington law.

- **Develop Policy Framework**. We worked with City staff to identify, analyze, and agree on key policy issues and direction.

- **Technical Analysis**. In this step, we worked with City staff to resolve technical issues, isolate the recoverable portion of existing and planned facilities costs, and calculate fee alternatives. The most important technical consideration involves the identification and inclusion of planned capacity-increasing project costs.

- **Documentation and Presentation**. In this step, we presented preliminary findings to the City Council and summarized findings and recommendations in this report.

Section II. Impact Fee Legal Overview

Impact fees are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution. Impact fees allow cities to recover some of the cost of expanding public facilities necessitated by growth. These fees allow "growth to pay for growth" in a fair and equitable manner. Impact fees have a specific definition and associated constraints in the state of Washington. Impact fees are allowed under RCW 82.02.050 through 82.02.110 and are permitted for:

- Public streets and roads
- Publicly owned parks, open space, and recreation facilities
- School facilities
- Fire protection facilities

The statute provides specific guidance on the permissible methodology for calculating impact fees. This guidance can be broken down into three major categories:

1. **Eligibility Requirements**. RCW 82.02.050(3) states that impact fees:
    a. Shall only be imposed for system improvements that are reasonably related to the new development;
    b. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and;
    c. Shall only be used for system improvements that will reasonably benefit the new development.

    These requirements, which exist to protect developers, ensure that impact fees are based on—and spent for—capacity that will directly or indirectly serve new development. That is why careful scrutiny is given to the included project list. Moreover, the impact fee that a developer pays must represent that particular development's fair share of required capacity. That is why developments pay a unique fee based on land use, anticipated occupancy, and size.

    Additionally, RCW 82.02.050(5) states that "Impact fees may be collected and spent only for the public facilities . . . which are addressed by the capital facilities plan element of a comprehensive land use plan." This means that if a project is not listed in the adopted capital facilities plan element, then it is not eligible to be included in impact fee calculations.
2. **Cost Basis**. RCW 82.02.060(1) outlines the cost basis of impact fee calculations, stating that the basis must consider:
    a. The cost of public facilities necessitated by new development;
    b. An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to the particular system improvement;

c. The availability of other means of funding public facility improvements;

d. The cost of existing public facilities improvements; and

e. The methods by which public facilities improvements were financed.

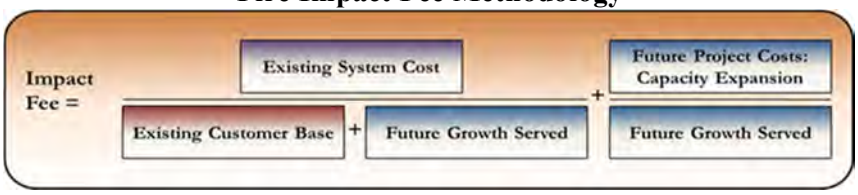
This means that adjustments to the impact fee cost basis must be made for the amount of outstanding debt that was or will be used to pay for capital facility improvements, as well as other methods of funding public facilities improvements.

3. **Customer Base**. The costs determined to be eligible must be proportionately allocated across the projected customer base.

Section III. FIRE IMPACT FEE

The City does not currently have a fire impact fee. Therefore, instead of an update using an existing methodology, a new methodology must be applied. This study uses the *buy in plus growth method*, meaning that the impact fee is comprised of two separate parts: the existing cost component and the future cost component. Conceptually, this recognizes that the new customer is not fully served by the existing system, as evidenced by the need to make additional expansion investments. An expansion charge is added to this existing system charge by dividing the expansion portion of future capacity investments by the projected growth. The existing cost component consists of the existing system cost, divided by the existing customer base *plus* the future growth served. The future cost component consists of the capacity expanding portion of future projects, divided by *only* future growth served. These two components are then added together to create the fire impact fee. This methodology is shown in **Exhibit 1**.

Exhibit 1
Fire Impact Fee Methodology



Each of these components requires explanation and is examined in detail below.

III.A. EXISTING SYSTEM COST

The existing system cost is simply the cost of the City's existing assets used to provide fire and EMS services. This primarily consists of fire apparatus (including engines, aid cars, and marine units), miscellaneous equipment, and fire stations that are currently in service. The included assets are shown in **Exhibit 2** and **3.**

Exhibit 2
Fire Apparatus

Veh #	Acquisition Date	Useful Life	Original Cost
F-612	2003	18	$ 355,048
F-613A	2005	18	169,694
F-213	2006	8	58,314
F-613B	2006	18	233,605
F403B	2007	17	4,814
F-613C	2007	17	632
F-216	2008	8	66,368
F-318A	2010	8	188,990
F-614A	2010	18	542,752
F-614B	2010	18	244
F-318B	2011	8	1,243
F-614C	2011	18	2,163
F-319A	2012	8	197,374
F-615A	2012	18	269,200
F-319B	2013	8	330
F-615B	2013	18	311,091
F-320	2014	8	211,243
F-321	2014	8	211,455
F-507A	2014	8	2,403
F-615C	2014	17	2,947
F-322A	2015	8	225,148
F-323A	2015	8	225,148
F-507B	2015	18	1,215,767
F-616A	2015	18	603,529
Marine-1	2015	10	38,690
Marine-2	2015	10	38,690
F-318C	2016	8	40,359
F-319C	2016	8	40,359
F-322B	2016	8	42,739
F-323B	2016	8	42,769
F-507C	2016	8	1,349
F-616B	2016	8	23
F-617	2017	18	665,441
F 617	2018	18	22,418
F214X	2006	8	26,964
F222	2014	8	31,265
F223	2014	8	31,265
F224	2014	8	31,265
F225	2014	8	31,265
Included Total			**$ 6,184,368**

The total apparatus cost is $6.2 million. The other major component of the City's assets is its fire stations, which total $8.5 million.

Exhibit 3
City Fire Stations

Station	Year Acquired	Original Cost
Fire Station #21	1998	$ 1,352,826
Fire Station #22	1980	662,700
Fire Station #26	1994	1,588,088
FS#25 (FD41 Annex)	2011	1,078,600
Fire Station #25 Renovation	2018	3,653,513
FS#27 (FD41 Annex)	2011	213,700
Total		**$ 8,549,428**

Combined with $379,317 in included miscellaneous equipment, the total existing cost component can be calculated as shown in **Exhibit 4** below and totaling $15,113,113.

Exhibit 4
Existing Cost Component

Asset Category	Cost
Apparatus	$ 6,184,368
Miscellaneous Equip.	379,317
Stations	8,549,428
Existing Cost Component	**$ 15,113,113**

III.B. CUSTOMER BASE

The next step is to calculate the existing customer base. The City provided the number of dwelling units in the City in 2015, along with the area (in square feet) of various nonresidential land use types. Based on the City's comprehensive plan, anticipated development by 2035 and annual growth rates could be calculated as shown in **Exhibit 5**. Using the compound annual growth rate, the total amount of development in 2019 could be interpolated. Development in 2019 is the existing customer base, and the estimated development between 2020 and 2035 is the future customer base.

Exhibit 5
Development

Land Use	Measurement	2015 Existing	Additional 2035 Development	Compound Annual Growth Rate	2019 Development
Commercial	Sq. Ft.	4,063,759	889,766	0.99%	4,227,905
Office & Industrial	Sq. Ft.	8,799,061	4,831,614	2.21%	9,604,008
Schools	Sq. Ft.	2,468,850	551,102	1.01%	2,570,371
Health Care	Sq. Ft.	2,017,135	450,269	1.01%	2,100,081
Government	Sq. Ft.	320,571	71,559	1.01%	333,753
Single-Family	Dwelling Unit	20,451	3,511	0.80%	21,109
Multifamily	Dwelling Unit	17,086	10,153	2.36%	18,756

The City provided response data from 2019, categorized by land use type. This was used to calculate the 2019 incident generation rate, or the number of incidents generated by each unit of development, as shown in **Exhibit 6**.

Exhibit 6
2019 Incident Generation Rate

Land Use	Measurement	2019 Development	2019 Incidents	2019 Incident Generation Rate
Commercial	Sq. Ft.	4,227,905	936	0.00022
Office & Industrial	Sq. Ft.	9,604,008	169	0.00002
Schools	Sq. Ft.	2,570,371	220	0.00009
Health Care	Sq. Ft.	2,100,081	1,092	0.00052
Government	Sq. Ft.	333,753	162	0.00049
Single-Family	Dwelling Unit	21,109	2,903	0.13754
Multifamily	Dwelling Unit	18,756	2,157	0.11500
Total			**7,640**	

Assuming that incident generation rates across land use types remain the same, an incident forecast for 2035 can be prepared, as shown in **Exhibit 7**.

Exhibit 7
Incident Forecast

Land Use	Measurement	2015 Existing	2035 Development	2019 Incident Generation Rate	2035 Incident Forecast
Commercial	Sq. Ft.	4,063,759	4,953,525	0.00022	1,097
Office & Industrial	Sq. Ft.	8,799,061	13,630,675	0.00002	240
Schools	Sq. Ft.	2,468,850	3,019,952	0.00009	259
Health Care	Sq. Ft.	2,017,135	2,467,404	0.00052	1,283
Government	Sq. Ft.	320,571	392,130	0.00049	191
Single-Family	Dwelling Unit	20,451	23,962	0.13754	3,296
Multifamily	Dwelling Unit	17,086	27,239	0.11500	3,133
Total					**9,497**

The annual number of incidents is expected to grow by 1,857 incidents between 2019 and 2035 (9,497 – 7,640 = 1,857). This results in a *growth eligibility percentage* of 19.56 percent.

$$1{,}857 \div 9{,}497 = 19.56\%$$

Unlike other City services, it is difficult to assign future investments as 100 percent growth related. Apparatus are mobile, and most of the growth within the City is projected to be infill and redevelopment. Thus, future projects will be assumed to serve both existing development and future growth. This means that future system investments will only be 19.56 percent eligible for inclusion in the future cost component.

III.C. FUTURE COST COMPONENT

The City provided a capital improvement plan (CIP) that included both funded and unfunded projects. However, after discussions with City staff, it was determined that the unfunded portion of the CIP should be included in the impact fee cost basis only if the City's Proposition #1 levy failed at

the November 2020 election. The levy passed, so the projects listed in the unfunded portion of the CIP will be funded with levy funds instead, and not included in the impact fee study. The included CIP projects are shown in **Exhibit 8**.

Exhibit 8
Future Projects

Project Number	Project Title	Prior Year(s) (not included)	2019-2024 Total	Impact Fee Eligibility	Impact Fee Eligibile Cost
FIRE					
PSC 06300	Air Fill Station Replacement		**86,200**	19.56%	16,857
PSC 06600	Thermal Imaging Cameras		**93,400**	19.56%	18,265
PSC 07100	Self Contained Breathing Apparatus (SCBA)		**1,017,600**	19.56%	198,999
PSC 07600	Personal Protective Equipment		**1,320,500**	19.56%	258,233
PSC 08000	Emergency Generators	120,000	**120,000**	19.56%	46,934
PSC 08100	Fire Station 26 Training Prop		**290,000**	19.56%	56,712
PSC 08200	Water Rescue Craft Storage & Lift		**87,900**	19.56%	17,189
FACILITIES					
PSC 30021	*Fire Station 24 Land Acquisition*	*4,437,530*	**5,737,530**	19.56%	1,989,804
PSC 30022	*Fire Station 24 Replacement*	*10,133,300*	**16,890,908**	19.56%	5,284,772
Total Funded Public Safety Projects		**$ 14,690,830**	**$ 25,644,038**		**$ 7,887,764**

The future cost to be included is $25.6 million. When multiplied by the growth eligibility percentage calculated above, the future cost basis is $7.9 million.

III.D. IMPACT FEE CALCULATION

All the cost bases of the impact fee have now been calculated. However, as the impact fee will be charged based on individual land use type, each cost component must be distributed across the various land use types. This is done on the percentage of incidents in the relevant year (2019 for the current cost basis and 2035 for the future cost basis). **Exhibit 9** shows the distribution and resulting impact fee for apparatus costs.

Exhibit 9
Apparatus Fee Calculation

Land Use Type	Unit of Development	2019 Incidents	2019 Incident Breakdown	Cost Basis: $ 6,184,368	2035 Development	Fee
Commercial	Sq. Ft.	936	12.25%	$ 757,740	4,953,525	**$ 0.15**
Office & Industrial	Sq. Ft.	169	2.21%	136,642	13,630,675	**0.01**
Schools	Sq. Ft.	220	2.88%	178,344	3,019,952	**0.06**
Health Care	Sq. Ft.	1,092	14.29%	883,735	2,467,404	**0.36**
Government	Sq. Ft.	162	2.12%	131,318	392,130	**0.33**
Single-Family	Dwelling Unit	2,903	38.01%	2,350,415	23,962	**98.09**
Multifamily	Dwelling Unit	2,157	28.24%	1,746,174	27,239	**64.11**
Total		**7,640**	**100.00%**	**$ 6,184,368**		

Exhibit 10 shows the distribution and resulting impact fee for fire stations and miscellaneous equipment costs.

Exhibit 10
Stations and Miscellaneous Equipment Fee Calculation

Land Use Type	Unit of Development	2019 Incidents	2019 Incident Breakdown	Cost Basis $8,928,745	2035 Development	Fee
Commercial	Sq. Ft.	936	12.25%	$ 1,093,995	4,953,525	$ 0.22
Office & Industrial	Sq. Ft.	169	2.21%	197,278	13,630,675	0.01
Schools	Sq. Ft.	220	2.88%	257,486	3,019,952	0.09
Health Care	Sq. Ft.	1,092	14.29%	1,275,901	2,467,404	0.52
Government	Sq. Ft.	162	2.12%	189,592	392,130	0.48
Single-Family	Dwelling Unit	2,903	38.01%	3,393,435	23,962	141.62
Multifamily	Dwelling Unit	2,157	28.24%	2,521,057	27,239	92.55
Total		**7,640**	**100.00%**	**$ 8,928,745**		

Finally, the future cost basis is distributed in **Exhibit 11**. As the future cost basis is divided only by future growth, the incidents, incident breakdown, and development are different than in **Exhibits 9** and **10**.

Exhibit 11
Future Projects Fee Calculation

Land Use Type	Unit of Development	2035 Projected Incidents	2035 Incident Breakdown	Cost Basis $ 7,887,764	Growth by 2035	Fee
Commercial	Sq. Ft.	1,097	11.55%	$ 910,885	889,766	$ 1.02
Office & Industrial	Sq. Ft.	240	2.52%	198,977	4,831,614	0.04
Schools	Sq. Ft.	259	2.73%	214,989	551,102	0.39
Health Care	Sq. Ft.	1,283	13.51%	1,065,320	450,269	2.37
Government	Sq. Ft.	191	2.01%	158,301	71,559	2.21
Single-Family	Dwelling Unit	3,296	34.70%	2,737,444	3,511	779.68
Multifamily	Dwelling Unit	3,133	32.99%	2,601,849	10,153	256.26
Total		**9,497**	**100.00%**	**$ 7,887,764**		

The total fire impact fee is the sum of these three calculated fees, shown below in **Exhibit 12**.

Exhibit 12
Fire Impact Fee Schedule

Land Use Type	Existing Fee Component	Future Fee Component	Total Fee	Unit of Development
Commercial	$ 0.37	$ 1.02	**$ 1.40**	per Sq. Ft.
Office & Industrial	0.02	0.04	**0.07**	per Sq. Ft.
Schools	0.14	0.39	**0.53**	per Sq. Ft.
Health Care	0.88	2.37	**3.24**	per Sq. Ft.
Government	0.82	2.21	**3.03**	per Sq. Ft.
Single-Family	239.71	779.68	**1,019.38**	per Dwelling Unit
Multifamily	156.66	256.26	**412.92**	per Dwelling Unit

Finally, the calculated fire impact fees can be multiplied by anticipated growth to forecast the revenue the City will receive if it fully adopts the fire impact fee.

Exhibit 13
Fire Impact Fee Revenue Forecast

Land Use Type	Total Fee	Unit of Development	Growth by 2035	Existing Component Revenue	Future Component Revenue
Commercial	$ **1.40**	per Sq. Ft.	889,766	$ 332,614	$ 910,885
Office & Industrial	**0.07**	per Sq. Ft.	4,831,614	118,363	198,977
Schools	**0.53**	per Sq. Ft.	551,102	79,533	214,989
Health Care	**3.24**	per Sq. Ft.	450,269	394,105	1,065,320
Government	**3.03**	per Sq. Ft.	71,559	58,562	158,301
Single-Family	**1,019.38**	per Dwelling Unit	3,511	841,610	2,737,444
Multifamily	**412.92**	per Dwelling Unit	10,153	1,590,558	2,601,849
Total Revenue Generated				**$ 3,415,346**	**$ 7,887,764**

The total revenue generated is $11.3 million. This represents 44% of the 2019-24 CIP shown in **Exhibit 8**.

FCS GROUP also surveyed neighboring jurisdictions to determine how the City's calculated fire impact fees fit into a regional context. The results of this survey are shown in **Exhibit 14**. Fire impact fees are not as common as other types of impact fees, but Kirkland's calculated fee is in line with those imposed by other Western Washington jurisdictions.

Exhibit 14
Fire Impact Fee Survey

City	SFR	MFR
Issaquah	$ 2,213	$ 2,485
Shoreline	2,187	1,895
Kirkland	**1,019**	**413**
Renton	830	965
Redmond	125	149
Sammamish	N/A	N/A
Bellevue	N/A	N/A
Sammamish	N/A	N/A
Vancouver	N/A	N/A

Section IV. Parks Impact Fee

This section provides the detailed calculations of the maximum defensible parks impact fee. As the City already has an existing parks impact fee, this study uses the same investment-based methodology as was previously used. This approach is based on the total value of the City's park system, divided by the total applicable customer base. One change was made to the previous calculation. This impact fee uses residential equivalents (described below) that is added to the city population to account for the impacts of nonresidential development on City infrastructure.

IV.A. CUSTOMER BASE

The first step is to calculate the parks capital value per person, or the value of the existing system divided by the user base. The City currently defines the user base of its park system as the City's population. However, an alternative methodology is based on *residential equivalents*, which measures and includes the additional impact of employees of businesses within the City on the parks system. The calculation of residential equivalents is shown below.

IV.A.1. Residential Equivalents

To charge parks impact fees to both residential and non-residential developments, we must estimate both (1) how much availability non-residential occupants (i.e., employees) have to use parks facilities and (2) how that availability differs from residential occupants (i.e., residents).

The calculation begins with the most recent data for both population and employment in Kirkland. As shown below, in 2017 (the most recent year for which both population and employment data were available), 86,080 residents lived in Kirkland, and 47,834 employees worked in Kirkland. Of these, 5,484 people both lived and worked in Kirkland, as shown in **Exhibit 15.**

Exhibit 15
Residents and Employees in Kirkland (2017)

	Living Inside Kirkland	Living Outside Kirkland	Total
Working inside Kirkland	5,484	42,350	**47,834**
Working outside Kirkland	39,184		
Not working	41,412		
Total	**86,080**		

Source: WA OFM Population Statistics, US Census Bureau: OnTheMap Application

Next, we estimate the number of hours per week that each category of person would be available to use the parks facilities in Kirkland. For example, a resident of the City who was not working would have 112 hours per week available to use park facilities (7 days x 16 hours per day). The table below shows FCS GROUP's estimate of maximum time available for use. It is not an estimate of actual use.

Exhibit 16
Available Hours by Category

Hours per Week of Park Availability per Person, Residential Demand	Living Inside Kirkland	Living Outside Kirkland
Working inside Kirkland	72	N/A
Working outside Kirkland	72	N/A
Not working	112	N/A
Hours per Week of Park Availability per Person, Non-Residential Demand	**Living Inside Kirkland**	**Living Outside Kirkland**
Working inside Kirkland	10	10
Working outside Kirkland	N/A	N/A
Not working	N/A	N/A

Source: FCS GROUP

When the hours of availability above are multiplied by the population and employee counts presented earlier, we can determine the relative parks demand of residents and employees. As shown in **Exhibit 17**, the parks demand of one employee is equivalent to the parks demand of 0.11 resident. Another way of understanding this is that the parks demand of 9.12 employees is equivalent to the parks demand of one resident.

Exhibit 17
Total Available Hours by Class

Total Hours per Week of Park Availability, 2017	Residential Hours	Non-Residential Hours	Total Hours
Working inside Kirkland	394,848	478,340	873,188
Working outside Kirkland	2,821,248		2,821,248
Not working	4,638,144		4,638,144
Total	**7,854,240**	**478,340**	**8,332,580**
Hours per resident	91.24		
Hours per employee		10.00	
Employee Residential Equivalent			**0.110**

Source: Previous tables

IV.A.2. Growth

The current (2020) demand for parks facilities is 96,121 residential equivalents. That number is the sum of 90,660 residents (based on the Washington State Office of Financial Management's official state population projections), and 5,461 residential equivalents for 49,832 employees. The number of employees is based on the 2017 number of employees, inflated to 2020 based on the City's planning data.

During the forecast period from 2020 to 2024, chosen to match the capital plan, residential population is expected to grow by 983 residents to a total of 91,643 residents. Population growth was forecast at 0.27 percent annually, and growth in employees forecast at 1.37 percent annually. As

shown in **Exhibit 18**, residential equivalents will grow by 1,289 residential equivalents to a total of 97,410 residential equivalents.

Exhibit 18
Growth in Residential Equivalents

	2017	2020	2024	Growth from 2020 to 2024
Population	86,080	90,660	91,643	983
Employees	47,834	49,832	52,627	2,795
Residential Equivalent Employees	5,242	5,461	5,768	306
Total Residential Equivalents	**91,322**	**96,121**	**97,410**	**1,289**

As of the time of this report, the City had not determined whether to use residential equivalents as the customer base, which would allow it to charge nonresidential development, or to retain its current approach and charge only residential development. This report shows each calculation in parallel, so the differences between the two approaches are clear.

IV.B. IMPACT FEE CALCULATION

The next step is to calculate the capital value per person or residential equivalent. This study is based on the previous valuations of the City park system, inflated by the actual rise in property assessed values in Kirkland between 2014 and 2020 (80.74 percent). This is shown in **Exhibit 19**.

Exhibit 19a
Park System Inventory

	2014			2020			
Name	Land Value	Improvement Value	2014 Total Value	Inflated Land Value	Inflated Improvement Value	Additional CIP Improvements	2020 Total Value
132nd Square Park	$ 466,000	$ 2,462,121	$ 2,928,121	$ 842,264	$ 4,450,121	$ 9,058	**$ 5,301,444**
Beach Property	45,000	-	45,000	81,335	-		**81,335**
Brookhaven Park	622,100	24,725	646,825	1,124,405	44,688		**1,169,093**
Carillon Woods	9,634,000	180,920	9,814,920	17,412,823	327,001		**17,739,824**
Cedar View Park	465,500	101,500	567,000	841,361	183,455		**1,024,815**
Cotton Hill Park	803,000	-	803,000	1,451,370	-		**1,451,370**
Crestwoods Park	13,784,500	2,457,493	16,241,993	24,914,579	4,441,756		**29,356,336**
David E. Brink Park	15,379,000	648,124	16,027,124	27,796,534	1,171,442		**28,967,975**
Edith Moulton Park	3,648,000	287,940	3,935,940	6,593,521	520,433	1,878,356	**8,992,310**
Everest Park	5,812,800	3,918,638	9,731,438	10,506,255	7,082,680	409	**17,589,344**
Forbes Creek Park	2,852,000	524,875	3,376,875	5,154,803	948,677		**6,103,480**
Forbes Lake Park	1,382,000	-	1,382,000	2,497,874	-	140,602	**2,638,476**
Heritage Park	16,215,500	2,091,641	18,307,141	29,308,452	3,780,504		**33,088,956**
Heronfield Wetlands	2,128,200	16,100	2,144,300	3,846,582	29,100		**3,875,682**
Highlands Park	1,271,000	351,584	1,622,584	2,297,249	635,465		**2,932,714**
Houghton Beach Park	30,150,000	2,238,895	32,388,895	54,494,147	4,046,656		**58,540,803**
Juanita Bay Park	25,880,200	4,886,922	30,767,122	46,776,764	8,832,790	2,759	**55,612,312**
Juanita Beach Park	10,752,000	9,210,079	19,962,079	19,433,535	16,646,614	688,569	**36,768,717**
Juanita Heights Park	1,168,000	5,600	1,173,600	2,111,083	10,122	736,033	**2,857,238**
Kingsgate Park	1,293,000	5,000	1,298,000	2,337,013	9,037		**2,346,050**
Kiwanis Park	8,282,000	16,000	8,298,000	14,969,172	28,919		**14,998,091**
Lake Ave W Street End Park	5,513,278	12,700	5,525,978	9,964,888	22,954		**9,987,843**
Marina Park	12,000,000	5,573,669	17,573,669	21,689,213	10,074,040	11,798	**31,775,051**
Mark Twain Park	624,000	874,062	1,498,062	1,127,839	1,579,810		**2,707,649**
Marsh Park	16,950,000	705,526	17,655,526	30,636,013	1,275,192	18,937	**31,930,142**
McAuliffe Park	2,888,800	523,408	3,412,208	5,221,316	946,026		**6,167,342**
Neil-Landguth Wetland Park	140,000	5,000	145,000	253,041	9,037		**262,078**
North Kirkland Com Ctr Park	3,172,800	7,196,029	10,368,829	5,734,628	13,006,349		**18,740,977**
North Rose Hill Woodlands Park	1,944,000	1,100,505	3,044,505	3,513,652	1,989,091		**5,502,743**
Ohde Avenue Pea Patch	666,000	2,250	668,250	1,203,751	4,067		**1,207,818**
Open Space 1138020240	189,000	-	189,000	341,605	-		**341,605**
Open Space 1437900440	1,000	-	1,000	1,807	-		**1,807**
Open Space 3295730200	1,000	-	1,000	1,807	-		**1,807**
Open Space 3326059150	988,000	-	988,000	1,785,745	-		**1,785,745**
Open Space 6639900214	177,000	-	177,000	319,916	-		**319,916**
Open Space 3326059136	1,060,900	-	1,060,900	1,917,507	-		**1,917,507**
Open Space 2426049132	651,000	-	651,000	1,176,640	-		**1,176,640**
Open Space 2540800430	1,000	-	1,000	1,807	-		**1,807**
Open Space 3261020380	5,000	-	5,000	9,037	-		**9,037**
Open Space 3275740240	1,000	-	1,000	1,807	-		**1,807**
Open Space 3754500950	476,000	-	476,000	860,339	-		**860,339**
Open Space 6619910290	240,000	-	240,000	433,784	-		**433,784**

Exhibit 19b
Park System Inventory cont.

	2014			2020			
Name	Land Value	Improvement Value	2014 Total Value	Inflated Land Value	Inflated Improvement Value	Additional CIP Improvements	2020 Total Value
Open Space 7016100600	536,000	-	536,000	968,785	-		**968,785**
Open Space 7016300061	1,000	-	1,000	1,807	-		**1,807**
Open Space 7955060320	164,000	-	164,000	296,419	-		**296,419**
Open Space 9527000610	1,000	-	1,000	1,807	-		**1,807**
Open Space 1119000270	1,000	-	1,000	1,807	-		**1,807**
Open Space 3558910830	1,000	-	1,000	1,807	-		**1,807**
Peter Kirk Park	27,181,400	17,367,453	44,548,853	49,128,597	31,390,532	78,596	**80,597,726**
Phyllis A Needy - Houghton Nbr	422,000	363,653	785,653	762,737	657,278		**1,420,015**
Reservoir Park	718,000	150,300	868,300	1,297,738	271,657		**1,569,395**
Rose Hill Meadows	1,888,000	452,044	2,340,044	3,412,436	817,040		**4,229,476**
Settler's Landing	1,800,000	506,400	2,306,400	3,253,382	915,285		**4,168,667**
Snyders Corner Park	772,000	-	772,000	1,395,339	-		**1,395,339**
South Norway Hill Park	2,553,400	-	2,553,400	4,615,103	-		**4,615,103**
South Rose Hill Park	450,000	480,721	930,721	813,345	868,872		**1,682,217**
Spinney Homestead Park	3,896,000	718,878	4,614,878	7,041,764	1,299,324		**8,341,088**
Street End Park	299,891	-	299,891	542,033	-		**542,033**
Terrace Park	865,700	397,787	1,263,487	1,564,696	718,974	815	**2,284,485**
Tot Lot Park	763,000	138,205	901,205	1,379,072	249,796	4,372	**1,633,241**
Van Aalst Park	1,788,000	260,160	2,048,160	3,231,693	470,222		**3,701,915**
Watershed Park	10,248,900	-	10,248,900	18,524,214	-		**18,524,214**
Waverly Beach Park	6,605,500	1,761,240	8,366,740	11,939,008	3,183,325	1,301,710	**16,424,042**
Windsor Vista Park	977,000	-	977,000	1,765,863	-		**1,765,863**
Wiviott Property	131,000	-	131,000	236,774	-		**236,774**
Yarrow Bay Wetlands	3,209,600	-	3,209,600	5,801,141	-		**5,801,141**
Cross Kirkland Corridor Trail	1,000,000	4,102,560	5,102,560	1,807,434	7,415,108		**9,222,542**
2015 Dock Shoreline			-	-	-	106,060	**106,060**
2017 Neighborhood Park Land Acq			-	-	-	1,683,120	**1,683,120**
2013 Dock Shoreline			-	-	-	344,061	**344,061**
Totem Lk/CKC Land Acquisition			-	-	-	181,569	**181,569**
2016 Dock Shoreline			-	-	-	300,184	**300,184**
OO Denny Park Improvements			-	-	-	150,605	**150,605**
Parks Maintenance Center			-	-	-	10,816,907	**10,816,907**
PK Pool Liner Replacement			-	-	-	214,855	**214,855**
2017 Dock Shoreline			-	-	-	212,341	**212,341**
2018 Neighborhood Park Land Acqu			-	-	-	65,124	**65,124**
2015 Dock Shoreline			-	-	-	328	**328**
Totem Lk/CKC Land Acquisition			-	-	-	125	**125**
Totem Lake Park Master Plan Ph. 1			-	-	-	996,231	**996,231**
15/17/18 City School Partnership			-	-	-	161,253	**161,253**
2018 City-School Partnership			-	-	-	161,253	**161,253**
Neighborhood Park Land Acquisi			-	-	-	3,000	**3,000**
[extra]			-	-	-		**-**
Total	**$ 265,996,969**	**$ 72,120,702**	**$ 338,117,671**	**$ 480,772,071**	**$ 130,353,437**	**$ 20,269,029**	**$ 631,394,537**

As shown, the value of the park system has increased from about $338 million to $631 million. This results in an increase in the capital value per person or residential equivalent, as shown in **Exhibit 20**.

Exhibit 20
Capital Value per Person / Residential Equivalent

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Value of Parks Inventory	$ 338,118,273	$ 631,394,537	$ 631,394,537
Population / Residential Equivalents	82,590	90,660	96,121
Capital Value Per Person / RE	**$ 4,094**	**$ 6,964**	**$ 6,569**

Now that the capital value per resident or residential equivalent has been calculated, the next step is to calculate the value of parks needed for growth. This is the capital value calculated above,

multiplied by the forecasted growth. This represents the total investment that is eligible to be recovered through impact fees.

Exhibit 21
Value Needed for Growth

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Capital Value per Person / RE	$ 4,094	$ 6,964	$ 6,569
Growth of Population / REs	4,320	983	1,289
Investment Needed for Growth	**$ 17,685,809**	**$ 6,843,223**	**$ 8,466,310**

The investment needed for growth has decreased from the previous study, due to the relatively short remaining planning period, and an anticipated decrease in the population growth rate. However, these values also need to be adjusted for consistency with the CIP. Under Washington state law, impact fees can only recover the growth-related cost of CIP projects that add capacity to the park system. The City provided a list of projects that would be completed through 2024, as well as an estimate of how much of each project would increase the capacity of the park system. This is shown in **Exhibit 22**.

Exhibit 22
Capital Improvement Program

Project Number	Project Title	2019-2024 Total	Capacity Share	Eligible Cost
PKC 04900	Open Space, Park Land & Trail Acq Grant Match Program	**100,000**	100%	$ 100,000
PKC 06600	*Parks, Play Areas & Accessibility Enhancements*	**1,115,000**	0%	-
PKC 08711	Waverly Beach Park Renovation Phase II	**515,000**	0%	-
PKC 11901	*Juanita Beach Park Bathhouse Replacement*	**1,208,311**	13%	157,080
PKC 11903	Juanita Beach Park Playground	**366,000**	58%	212,280
PKC 12100	Green Kirkland Forest Restoration Program	**600,000**	0%	-
PKC 13310	*Dock & Shoreline Renovations*	**1,660,000**	0%	-
PKC 13330	Neighborhood Park Land Acquisition	**5,418,000**	100%	5,418,000
PKC 13400	*132nd Square Park Playfields Renovation*	**5,672,200**	50%	2,836,100
PKC 13420	132nd Square Park Master Plan	**135,000**	80%	108,000
PKC 13530	Juanita Heights Park Trail	**243,800**	100%	243,800
PKC 13902	*Totem Lake Park Development - Expanded Phase I*	**6,159,200**	90%	5,543,280
PKC 14200	Houghton Beach & Everest Park Restroom Repl. Design	**85,000**	0%	-
PKC 14700	*Parks Maintenance Center*	**2,958,351**	14%	414,169
PKC 15100	Park Facilities Life Cycle Projects	**950,000**	0%	-
PKC 15400	Indoor Recreation & Aquatic Facility Study	**160,000**	100%	160,000
PKC 15500	Finn Hill Neighborhood Green Loop Trail Master Plan	**160,000**	100%	160,000
PKC 15600	Park Restrooms Renovation/Replacement Program	**1,583,000**	0%	-
PKC 15700	Neighborhood Park Development Program	**1,583,000**	100%	1,583,000
Total Funded Park Projects		**30,671,862**	**Total**	**$ 16,935,710**

The total growth-related portion of the CIP is about $16.9 million. As this value exceeds the investment needed for growth calculated in **Exhibit 21**, no adjustment is needed to reduce the investment needed for growth -- the adjustment percentage is 100 percent, as shown in **Exhibit 23**.

Exhibit 23
CIP Adjustment

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Cost of CIP Projects that Add Capacity	$ 6,857,400	$ 16,935,710	$ 16,935,710
Investment Needed for Growth	17,685,809	6,843,223	8,466,310
Adjustment Percentage	**39%**	**100%**	**100%**

The penultimate step is to multiply the adjustment percentage by the capital value per person or residential equivalent calculated in **Exhibit 20**. This is the growth cost per person or residential equivalent, shown in **Exhibit 24**.

Exhibit 24
Growth Cost per Person / Residential Equivalent

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Capital Value per Person / RE	$ 4,094	$ 6,964	$ 6,569
Adjustment Percentage	39%	100%	100%
Growth Cost per Person / RE	**$ 1,587**	**$ 6,964**	**$ 6,569**

Finally, the growth cost per person or residential equivalent is multiplied by the Kirkland-specific average occupancy rates of various residential units or the residential equivalence (if applicable) to determine the parks impact fee.

Exhibit 25
Occupancy Rates by Dwelling Unit

	Previous Study Value	Current Study
Single-Family	2.5	2.5
Multi-Family	1.9	1.7
Residential Suite	N/A	0.9
Residential Equivalence	N/A	0.1

This results in the calculated impact fees shown below.

Exhibit 26
Impact Fee per Unit of Development

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Single-Family	$ 3,968	$ 17,496	$ 16,501
Multi-family	3,016	11,845	11,172
Residential Suite	N/A	6,268	5,912
Per Employee	N/A	N/A	720

The calculated impact fee represents a sizeable increase over the existing parks impact fee. This is driven primarily by the low growth forecasted within the city through 2024 (based on past projections), as well as the large increase in the assessed value of the parks system. Thus, the high impact fee appropriately reflects the high cost of developing new parks within Kirkland. It should be

reiterated that this represents the *maximum allowable impact fee*, and the City is not under any obligation to adopt the calculated fee.

Finally, FCS GROUP compared the calculated park impact fee to other regional jurisdictions.

Exhibit 27
Park Impact Fee Survey

Parks Impact Fee Comparison	Single Family Residence	Multi-Family
Kirkland (calculated maximum)	$ 16,501	$ 11,172
Issaquah	9,107	5,591
Sammamish	6,739	4,362
Redmond	4,738	3,289
Kirkland (existing)	4,391	3,338
Shoreline	4,090	2,683
Renton	3,946	2,801
Vancouver	2,379	1,739
Bellevue	N/A	N/A

The calculated maximum for the City (including non-residential) is significantly higher than any other surveyed jurisdiction.

Section V. INDEXING

The City already annually indexes its impact fees to the *Engineering News-Record* Construction Cost Index. We recommend that the City continue this practice for its parks impact fee and institute it for its fire and EMS impact fee, as it provides an adjustment which at least partially responds to the cost basis over time. We also recommend that the City continue its practice of periodically updating its impact fees to ensure that they recover the full cost of growth's impacts on City facilities.

ORDINANCE O-4758

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING THE COLLECTION OF IMPACT FEES FOR FIRE PROTECTION FACILITIES AND ADDING CHAPTER 27.10 TO THE KIRKLAND MUNICIPAL CODE.

WHEREAS, the City Council of the City of Kirkland finds that new development will create additional demand and need for fire protection facilities; and

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide fire protection facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the Act requires that impact fees cannot exceed a proportionate share of the costs of the new fire protection facility improvements and the City must have additional funding sources to fund these improvements; and

WHEREAS, the City Council of the City of Kirkland recognizes the proportionate share of the expense of new fire protection facilities necessitated by the impacts of new development should be borne by the developers of new growth through the imposition of fire impact fees as authorized by the Growth Management Act (RCW 82.02.050 – 82.02.100); and

WHEREAS, the City has prepared a Capital Facilities Plan in compliance with the Act; and

WHEREAS, fire impact fees have been calculated for new development based upon a specified formula.

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. A new Chapter 27.10, "Fire Impact Fees," is added to Title 27 of the Kirkland Municipal Code to read as follows:

27.10.010 Findings and Authority.

The City Council finds and determines that new growth and development in the city, including but not limited to new residential, commercial, retail, office, and industrial development

will create additional demand and need for fire protection facilities in the city and the Council finds that new growth and development should pay a proportionate share of the cost of fire protection facilities needed to serve the new growth and development. The City has conducted a study documenting the procedures for measuring the impact of new developments on fire protection facilities. This study has contributed to the rates established in the fee schedule of the City of Kirkland. The City has prepared a capital facilities plan documenting the impact of new development within the City. The city council accepts the methodology and data contained in the capital facilities plan. Therefore, pursuant to Chapter 82.02 RCW, the city council adopts this chapter to assess impact fees for new fire protection facilities within the City. The provisions of this chapter shall be liberally construed in order to carry out the purposes of the council in establishing the impact fee program.

27.10.020 Definitions.

The following words and terms shall have the following meanings unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

(a) "Act" shall mean the Growth Management Act, Chapter 36.70A RCW.

(b) "Applicant" means the owner of real property according to the records of the King County Department of Records and Elections, or the applicant's authorized agent.

(c) "Building permit" means the official document or certification that is issued by the planning and building department and that authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, tenant improvement, demolition, moving or repair of a building or structure.

(d) "Capital facilities" means the facilities or improvements included in the capital facilities plan.

(e) "Capital facilities plan" means the capital facilities plan element of the city's comprehensive plan adopted pursuant to Chapter 36.70A RCW, and such plan as amended.

(f) "City" means the City of Kirkland.

(g) "Council" means the city council of Kirkland.

(h) "Department" means the Fire Department.

(i) "Director" means the Director of the Planning and Building Department, or the director's designee.

(j) "Fire protection facilities" means fire stations, fire training facilities and structures, fire trucks and apparatus, and any furnishings and equipment that are used with fire stations, fire training facilities and structures, fire trucks and apparatus which can be capitalized.

(k) "Fire protection system improvements" means fire protection facilities that will benefit new development and that have been included in the city of Kirkland's capital facilities plan and are designed to provide service to service areas within the community at large (not private facilities).

(l) "Gross floor area" is the total square footage of all floors in a structure as defined in Chapter 5 KZC.

(m) "Hearing examiner" means the person who exercises the authority of Chapter 3.34 of this code.

(n) "Impact fee" means a payment of money imposed by the city on an applicant prior to issuance of a building permit as a condition of granting a building permit in order to pay for the public facilities needed to serve new growth and development. "Impact fee" does not include a reasonable permit fee or application fee.

(o) "Impact fee account" or "Account" means the account established for the fire protection facilities' impact fees are collected. The account shall be established pursuant to this chapter and shall comply with the requirements of RCW 82.02.070.

(p) "Independent fee calculation" means the study of data submitted by an applicant to support the assessment of an impact fee other than the fee in the schedule attached as set forth in KMC 27.10.150 of this chapter.

(q) "Interest" means the interest rate earned by local jurisdictions in the State of Washington Local Government Investment Pool, if not otherwise defined.

(r) "Low-income housing" means (1) an owner-occupied housing unit affordable to households whose household income is less than 80 percent of the King County median income, adjusted for household size, as determined by the United States Department of Housing and Urban Development (HUD), and no more than 30 percent of the household income is paid for housing expenses or (2) a renter-occupied housing unit affordable to households whose income is less than 60 percent of the King County median income, adjusted for household size, as determined by HUD, and no more than 30 percent of the household income is paid for housing expenses (rent and appropriate utility allowance). In the event that HUD no longer publishes median income figures for King County, the city may use or determine such other method as it may choose to determine the King County median income, adjusted for household size. The director will make a determination of sales prices or rents which meet the affordability requirements of this section. An applicant for a low-income housing exemption may be a public housing agency, a private non-profit housing developer or a private developer.

(s) "Multifamily dwelling" means attached, stacked, duplex, or assisted living unit as defined in Chapter 5 of Title 23 of this code (Zoning Code) and cottage, carriage and two/three units homes approved under Chapter 113 of Title 23 of this code (Zoning Code).

(t) "Owner" means the owner of real property according to the records of the King County Recorder's Office provided, that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

(u) "Residential" means housing, such as detached, attached or stacked dwelling units (includes cottage, carriage and two-

/three-unit homes approved under Chapter 113 KZC, and senior and assisted dwelling units intended for occupancy by one or more persons and not offering other services). For the purpose of this chapter, an accessory dwelling unit, regulated in Chapter 115 KZC, is considered an adjunct to the associated primary structure, and is not charged a separate impact fee. "Single-family dwelling" means detached living unit as defined in Chapter 5 of Title 23 of this code (zoning code).

(v) "Square footage" means the square footage of the gross floor area of the development as defined in Chapter 5 KZC.

27.10.030 Assessment of impact fees.

(a) The city shall collect impact fees, based on the fee schedule in KMC 27.10.150 of this chapter, from any applicant seeking a building permit from the city.

(b) All impact fees shall be collected from the applicant prior to issuance of the building permit based on the land use categories in Section 27.10.150. Unless the use of an independent fee calculation has been approved by the director, or unless a development agreement entered into pursuant to RCW 36.70B.170 provides otherwise, the fee shall be calculated based on the impact fee schedule in effect at the time a complete building permit application is filed.

(c) The city shall establish the impact fee rate for a land use that is not listed on the rate schedule in Section 27.10.150. The applicant shall submit all information requested by the department for purposes of determining the impact fee rate pursuant to Section 27.10.040.

(d) For mixed use buildings or developments, impact fees shall be imposed for the proportionate share of each land use based on the applicable unit of measurement found on the schedule in Section 27.10.150.

(e) For building permits within new subdivisions approved under Kirkland Municipal Code Title 22 (Subdivisions), a credit shall be applied for any dwelling unit that exists on the land within the subdivision prior to the subdivision if the dwelling unit is demolished. The credit shall apply to the first complete building permit application submitted to the city subsequent to demolition of the existing dwelling unit, unless otherwise allocated by the applicant of the subdivision as part of approval of the subdivision.

(f) At the time of issuance of any single-family detached or attached residential building permit, the applicant may elect to have the impact fee payment deferred until the building permit is completed or eighteen months after issuance of the building

permits, whichever occurs first. The impact fee due and owing per Section 27.10.030(c), shall be paid prior to building permit final inspection, building permit final occupancy, or eighteen months after the date of building permit issuance, whichever is applicable. Applicants electing to use this deferred impact fee process shall pay a two-hundred-forty-dollar administration fee with each respective building permit prior to issuance of such building permit.

(g) Except as otherwise provided in this section, the city shall not issue any building permit unless and until the impact fee has been paid.

(h) The payment of impact fees may be delayed through a development agreement approved by the city council pursuant to Chapter 36.70B RCW, provided the following criteria are met:

(1) Payment of fees may be delayed to no later than issuance of the certificate of occupancy;

(2) The development agreement shall provide mechanisms, such as withholding of the certificate of occupancy and/or property liens, to assure that the city will collect the deferred fees;

(3) The delay shall not reduce the availability of funds to implement the city's adopted capital improvement program in a timely manner; and

(4) Projects must provide significant public benefit, including but not limited to:

(A) Projects that implement adopted city council goals;

(B) Projects with economic benefit to the city;

(C) Projects that involve partnerships with other governmental agencies; and

(D) Projects that include affordable housing as defined by the Kirkland Zoning Code.

27.10.040 Independent fee calculations.

(a) If, in the judgment of the director, none of the fee categories or fee amounts set forth in the schedule in Section 27.10.150 of this chapter accurately describes the impacts resulting from issuance of the proposed building permit, the applicant shall provide to the department for its review and evaluation an independent fee calculation, paid for by the applicant. The director may impose on the proposed building permit an alternative impact fee based on the independent fee calculation. With the independent fee calculation, the applicant shall pay to the department an administrative processing fee of one hundred dollars per calculation unless a different fee is provided for in Title 5 of this code.

(b) If an applicant requests not to have the impact fees determined according to the schedule in Section 27.10.150 of this chapter, then the applicant shall submit to the director an independent fee calculation, paid for by the applicant, for the building permit. The independent fee calculation shall show the basis upon which it was made. With the request, the applicant shall pay to the department the administrative processing fee provided for in Title 5 of this code.

(c) An applicant may request issuance of a building permit prior to completion of an independent fee study; provided, that the impact fee is collected based on the fee schedule in Section 27.10.150. A partial refund may be forthcoming if the fee collected exceeds the amount determined in the independent fee calculation and the department agrees with the independent fee calculation.

(d) While there is a presumption that the calculations set forth in the capital facilities plan used to prepare the fee schedule in Section 27.10.150 are correct, the director shall consider the documentation submitted by the applicant, but is not required to accept such documentation which the director reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the applicant to submit additional or different documentation. The director is authorized to adjust the impact fee on a case-by-case basis based on the independent fee calculation, the specific characteristics of the building permit and/or principles of fairness.

(e) Determinations made by the director pursuant to this section may be appealed to the hearing examiner subject to the procedures set forth in Section 27.10.120.

27.10.050 Exemptions.

(a) The following building permit applications shall be exempt from impact fees:

(1) Replacement of a structure with a new structure of the same gross floor area at the same site or lot when such replacement occurs within five years of the demolition or destruction of the prior structure. For replacement of structures in a new subdivision, see Section 27.10.030(e).

(2) Replacement, alteration, expansion, enlargement, remodeling, rehabilitation, or conversion of an existing dwelling unit where no additional units are created.

(3) Any building permit for a legal accessory dwelling unit approved under Title 23 of this code, the Kirkland Zoning Code, as it is considered part of the single-family use associated with this fee.

(4) Alteration of an existing nonresidential structure that does not expand the usable space.

(5) Miscellaneous improvements, including but not limited to fences, walls, swimming pools, mechanical units, and signs.

(6) Demolition or moving of a structure.

(7)(A) Any applicant for the construction or creation of low-income housing may request an exemption of 80 percent of the required impact fee for low-income housing units subject to the criteria in subsection (a)(7)(C) of this section.

(B) Any applicant for an exemption from the impact fees which meets the criteria set forth in subsection (a)(7)(C) of this section shall apply to the city manager for an exemption. The application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application.

(C) Exemption Criteria. To be eligible for the impact fee exemption established by this section, the applicant shall meet each of the following criteria:

(i) The applicant must be proposing a greater number of low-income housing units or a greater level of affordability for those units than is required by the Kirkland Zoning Code and/or the Kirkland Municipal Code. The allowed exemption shall only apply to those low-income units in excess of the minimum required by code unless the development will be utilizing public assistance targeted for low-income housing.

(ii) The applicant must demonstrate to the city manager's satisfaction that the amount of the impact fee exemption is justified based on the additional affordability provided above that required by code and is necessary to make the project economically viable.

(iii) The proposed housing must meet the goals and policies set forth in Section VII of the city of Kirkland comprehensive plan.

(D) The city manager shall review applications for exemptions under subsection (a)(7)(A) of this section pursuant to the above criteria and shall advise the applicant, in writing, of the granting or denial of the application. In addition, the city manager shall notify the city council when such applications are granted or denied.

(E) The determination of the city manager shall be the final decision of the city with respect to the applicability of the low-income housing exemption set forth in this subsection.

(F) Any claim for exemption must be made before payment of the impact fee. Any claim not so made shall be deemed waived. The claim for exemption must be accompanied by a draft lien and covenant against the property guaranteeing that the low-income housing use will continue. Before approval of the exemption, the planning and building department shall approve the form of lien and covenant, which shall, at a minimum, meet the requirements of RCW 82.02.060. Prior to issuance of a certificate of occupancy for any portion of the development, the applicant shall execute and record the approved lien and covenant with the King County recorder's office. The lien and covenant shall run with the land. In the event the property is no longer used for low-income

housing, the current owner shall pay the current impact fee plus interest to the date of the payment.

(8)(A) Development activities of community-based human services agencies which meet the human services needs of the community such as providing employment assistance, food, shelter, clothing, or health services for low- and moderate-income residents.

(B) Any applicant for an exemption from the impact fee which meets the criteria set forth in subsection (a)(8)(C) of this section shall apply to the city manager for an exemption. The application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application.

(C) Exemption Criteria. To be eligible for the impact fee exemption established by this section, the applicant shall meet each of the following criteria:

(i) The applicant must have secured federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

(ii) The applicant's services must be responsive to the variety of cultures and languages that exist in the city.

(iii) The applicant must provide services and programs to those considered most vulnerable and/or at risk, such as youth, seniors, and those with financial needs, special needs, and disabilities.

(iv) The applicant's services must meet the human services goals and policies set forth in Section XII of the city of Kirkland comprehensive plan.

(v) The applicant shall certify that no person shall be denied or subjected to discrimination in receipt of the benefit of services and programs provided by the applicant because of sex, marital status, sexual orientation, race, creed, color, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

(vi) The applicant must provide direct human services at the premises for which the applicant is seeking exemption.

(D) The city manager shall review applications for exemptions under subsection (a)(8)(A) of this section pursuant to the above criteria and shall advise the applicant, in writing, of the granting or denial of the application. In addition, the city manager shall notify the city council when such applications are granted or denied.

(E) The determination of the city manager shall be the final decision of the city with respect to the applicability of the community-based human services exemption set forth in this subsection.

(F) Any claim for exemption must be made before payment of the impact fee. Any claim not so made shall be deemed waived. The claim for exemption must be accompanied by a draft lien and covenant against the property guaranteeing that the human services use will continue. Before approval of the exemption, the department shall approve the form of lien and covenant. Within ten days of approval, the applicant shall execute and record the approved lien and covenant with the King County recorder's office. The lien and covenant shall run with

the land. In the event the property is no longer used for human services, the current owner shall pay the current impact fee plus interest to the date of the payment.

(G) The amount of impact fees not collected from human services agencies pursuant to this exemption shall be paid from public funds other than the impact fee account.

(9) Buildings or structures constructed as shelters that provide emergency housing for people experiencing homelessness and emergency shelters for victims of domestic violence as defined by state law.

(10) Fire stations and fire protection facilities.

(b) Unless otherwise established in this section, the public works director shall be authorized to determine whether a particular development for a proposed building permit falls within an exemption of this chapter or in this code. Determinations of the planning and building director shall be subject to the appeals procedures set forth in Section 27.04.130.

27.10.060 Fire impact fees relating to change of use.

The city shall not impose fire impact fees to the extent the assessment of the fee is the result of a change to a land use category that results in a higher fee under Section 27.10.150; provided, that this section shall not apply to a project:

(a) To the extent the project will add, increase, or expand the gross floor area of an existing building; or

(b) For which a certificate of occupancy has been issued and the impact fees have been paid, but the tenant land use is changed before the space is occupied;

and provided further, that this section applies only to the use, renovation, or remodeling of existing structures, and does not apply to redevelopment projects or other projects in which existing structures are replaced or substantially redeveloped.

27.10.070 Adjustments.

Pursuant to and consistent with the requirements of RCW 82.02.060, the City's capital facilities plan has provided adjustments for past and future taxes paid or to be paid by the new development which are earmarked or proratable to the same new system improvements that will serve the new development. The schedule set forth in Section 27.10.150 of this chapter has been reasonably adjusted for taxes and other revenue sources that are anticipated to be available to fund system improvements.

27.10.080 Establishment of Impact Fee Accounts.

(a) An impact fee account is established for the fees collected pursuant to this chapter and shall be entitled the fire impact fee account. Impact fees shall be earmarked specifically and deposited in the special interest-bearing account. Funds withdrawn from this account shall be used in accordance with the provisions of Section 27.10.100. Interest earned on impact fees shall be retained in the account and expended for the purpose for which the impact fees were collected.

(b) On an annual basis, the finance director shall provide a report to the council on the account showing the source and amount of all moneys collected, earned, or received, and system improvements that were financed in whole or in part by impact fees.

(c) Impact fees shall be expended or encumbered within ten years of receipt, unless the council identifies in written findings an extraordinary and compelling reason or reasons for the city to hold the fees beyond the ten-year period. Under such circumstances, the council shall establish the period of time within which the impact fees shall be expended or encumbered.

27.10.090 Refunds.

(a) If the city fails to expend or encumber the impact fees within ten years of payment (or where extraordinary or compelling reasons exist, such other time periods as established pursuant to Section 27.10.080), the current owner of the property for which impact fees have been paid may receive a refund of the fee. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first-in, first-out basis.

(b) The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of such claimants.

(c) Property owners seeking a refund of impact fees must submit a written request for a refund of the fees to the director within one year of the date the right to claim the refund arises or the date that notice is given, whichever is later.

(d) Any impact fees for which no application for a refund has been made within the one-year period shall be retained by the city and expended on the appropriate public facilities.

(e) Refunds of impact fees under this chapter shall include any interest earned on the impact fees by the city.

(f) If the city terminates the impact fee program, all unexpended or unencumbered funds, including interest earned, shall be refunded pursuant to this chapter. The city shall publish

notice of the termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of the claimants. All funds available for refund shall be retained for a period of one year after the second publication. At the end of one year, any remaining funds shall be retained by the city, but must be expended for the appropriate public facilities. This notice requirement shall not apply if there are no unexpended or unencumbered balances within the account.

(g) The city shall refund the impact fee paid plus interest to the current owner of property for which the impact fee had been paid, if the development was never completed or occupied; provided, that if the city expended or encumbered the impact fee in good faith prior to the application for a refund, the director may decline to provide the refund. If within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar development, the owner can petition the director for an offset. The petitioner shall provide receipts of impact fees previously paid for a development of the same or substantially similar nature on the same property or some portion thereof. The director shall determine whether to grant an offset, and the determinations of the director may be appealed pursuant to the procedures in Section 27.10.130.

27.10.100 Use of funds.

(a) Pursuant to this chapter, impact fees may be spent for fire protection facilities and fire protection system improvements that will reasonably benefit the new development, including but not limited to, architectural and/or engineering design studies, land surveys, land acquisition, engineering, permitting, financing, administrative expenses, relocatable facilities, capital equipment, construction, site improvements, necessary off-site improvements, applicable impact fees or mitigation costs and other expenses which could be capitalized, and which are consistent with the City's capital facilities plan.

(b) Impact fees shall be expended or encumbered on a first-in, first-out basis.

(c) Impact fees may be used to recoup costs for system improvements previously incurred by the city to the extent that new growth and development will be served by the previously constructed system improvements.

(d) In the event that bonds or similar debt instruments are or have been issued for the advanced provision of system improvements, impact fees may be used to pay debt service on

such bonds or similar debt instruments to the extent that system improvements provided are consistent with the requirements of this chapter and are used to serve the new development.

27.10.110 Review of schedule and fee increases.

(a) The schedule in Section 27.10.150 will be amended to reflect changes to the capital facilities plan in Chapter XIII of Title 17 of this code (the comprehensive plan). Amendments to the schedule for this purpose shall be adopted by the council.

(b) The fees on the schedule in Section 27.10.150 shall be indexed to provide for an automatic fee increase each January 1st beginning in the year 2022. The June to June Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-W) will be used to determine the increase in fees for each year to reflect increased project costs. In the event that the fees on the schedule in Section 27.10.150 are increased during the preceding calendar year due to changes to the capital facilities plan pursuant to subsection (a) of this section, the fees will not be indexed the following January. The finance and administration department shall compute the fee increase and the new schedule shall become effective immediately after the annual fee increase calculation.

(c) A new rate study, which establishes the schedule in Section 27.10.150, shall be updated every three years, unless the city determines that circumstances do not warrant an update.

27.10.120 Appeals.

(a) An appeal of an impact fee imposed on a building permit may only be filed by the applicant of the building permit for the subject property. An applicant may either file an appeal and pay the impact fee imposed by this chapter under protest or appeal the impact fee before issuance of the building permit. No appeal may be filed after the impact fee has been paid and the building permit has been issued.

(b) An appeal shall be filed with the hearing examiner on the following determinations of the director:

(1) The applicability of the impact fees to a given building permit pursuant to Sections 27.10.030 and 27.10.050;

(2) The decision on an independent fee calculation in Section 27.10.040; or

(3) Any other determination which the director is authorized to make pursuant to this chapter.

(c) An appeal, in the form of a letter of appeal, along with the required appeal fee, shall be filed with the department for all

determinations by the director, prior to issuance of a building permit. The letter must contain the following:

(1) A basis for and arguments supporting the appeal; and

(2) Technical information and specific data supporting the appeal.

(d) The fee for filing an appeal shall be two hundred and fifty dollars.

(e) Within twenty-eight calendar days of the filing of the appeal, the director shall mail to the hearing examiner the following:

(1) The appeal and any supportive information submitted by the appellant;

(2) The director's determination along with the record of the impact fee determination and, if applicable, the independent fee calculation; and

(3) A memorandum from the director analyzing the appeal.

(f) The hearing examiner shall review the appeal from the applicant, the director's memorandum, and the record of determination from the director. No oral testimony shall be given, although legal arguments may be made. The determination of the director shall be accorded substantial weight.

(g) The hearing examiner is authorized to make findings of fact and conclusions of law regarding the decision. The hearing examiner may, so long as such action is in conformance with the provisions of this chapter, reverse or affirm, in whole or in part, or modify the determination of the director, and may make such order, requirements, decision or determination as ought to be made, and to that end shall have the powers which have been granted to the director by this chapter. The hearing examiner's decision shall be final.

(h) The hearing examiner shall distribute a written decision to the director within fifteen working days.

(i) The department shall distribute a copy of the hearing examiner's decision to the appellant within five working days of receiving the decision.

(j) In the event the hearing examiner determines that there is a flaw in the impact fee program, that a specific exemption per Section 27.10.030(c) should be awarded on a consistent basis, or that the principles of fairness require amendments to this chapter, the hearing examiner may advise the council as to any question or questions that the hearing examiner believes should be reviewed as part of the council's review of the fee schedule in Section 27.10.150 as provided by Section 27.10.110.

(k) The hearing examiner's final decision is subject to appeal to the Superior Count of the State of Washington, King County, pursuant to the rules and regulations set forth in the Land Use Petition Act, Chapter 36.70C, RCW.

27.10.130 Responsibility for payment of fees.

(a) The building permit applicant is responsible for payment of the fees authorized by this chapter in connection with a building permit application.

(b) In the event that a building permit is erroneously issued without payment of the fees authorized by this chapter, the building official may issue a written notice to the property owner and occupant advising them of the obligation to pay the fees authorized by this chapter. Such notice shall include a statement of the basis under which the fees under this chapter are being assessed, the amount of fees owed, and a statement that the property owner or occupant may appeal the fee determination within twenty calendar days of the date the notice was issued. Any appeals of such a fee determination shall be processed in accordance with the procedures set forth in KMC 27.10.120.

(c) If a property owner or occupant fails to appeal the issuance of a fee notice under subsection (b) of this section, or if the property owner or occupant's appeal is unsuccessful, the city is authorized to institute collection proceedings for the purpose of recovering the unpaid impact fees.

27.10.140 Existing authority unimpaired.

Nothing in this chapter shall preclude the city from requiring the applicant for a building permit, to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying development approval process, and/or Chapter 58.17 RCW, governing plats and subdivisions; provided, that the exercise of this authority is consistent with the provisions of RCW 82.02.050(1)(c).

27.10.150 Fire Impact Fee Schedule.

The impact fee schedule below is based on the city's latest rate study. As authorized under Section 27.10.110(b), the schedule may automatically increase each January 1st based on the June to June Seattle-Tacoma-Bellevue Area Consumer Price Index. See the public works department's fee schedule for the current impact fee.

Land Use Type	**Total Fee**	**Unit of Development**
Commercial	$ 1.40	per Sq. Ft.
Office & Industrial	0.07	per Sq. Ft.
Schools	0.53	per Sq. Ft.
Health Care	3.24	per Sq. Ft.
Government	3.03	per Sq. Ft.
Single-Family	1,019.38	per Dwelling Unit
Multifamily	412.92	per Dwelling Unit

Section 2. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 3. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2021.

Signed in authentication thereof this _____ day of _____, 2021.

_____
Penny Sweet, Mayor

Attest:

_____
Kathi Anderson, City Clerk

Approved as to Form:

_____
Kevin Raymond, City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4758

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING THE COLLECTION OF IMPACT FEES FOR FIRE PROTECTION FACILITIES AND ADDING CHAPTER 27.10 TO THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Establishes a new Chapter 27.10 entitled "Fire Impact Fees."

SECTION 2. Provides a severability clause for the ordinance.

SECTION 3. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2021.

I certify that the foregoing is a summary of Ordinance 4758 approved by the Kirkland City Council for summary publication.

_____
Kathi Anderson, City Clerk

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Laura Drake, P.E, Project Engineer
Rod Steitzer, P.E., Capital Projects Manager
Julie Underwood, Director of Public Works

Date: April 22, 2021

Subject: KIRKLAND AVENUE/LAKE STREET INTERSECTION IMPROVEMENTS—PROJECT UPDATE

RECOMMENDATION:

It is recommended that the Council receive an update about the Kirkland Avenue/Lake Street Intersection Improvement Project and provide direction on whether to expand the scope of the project. There are two scope enhancement opportunities for the Council to consider:

- Scope Enhancement #1: Signal and Surface Water Infrastructure
- Scope Enhancement #2: Urban Design Features

BACKGROUND DISCUSSION:

The intersection of Kirkland Avenue and Lake Street is at the heart of downtown and has a high level of pedestrian activity (see Attachment A, Vicinity and Area Map). Presently, pedestrians experience long delays waiting to cross the intersection, and curb ramps are not ADA compliant. There is a history of pedestrian/vehicular collisions at this intersection attributable in part to permissive turning movements for vehicles while pedestrians are crossing the street.

To improve safety, reduce crossing times, and increase sight distance, the current project scope is to build a raised intersection, replace ADA ramps, add curb bulbs, and modify the signal system to implement a "pedestrian scramble phase," during which all vehicles will be stopped while pedestrians are able to utilize any crosswalk in any direction. These changes will reduce vehicle peak-hour level of service from "B" to "C," but will improve pedestrian safety and accessibility. Additionally, the project will enhance the storm water system to accommodate the roadway improvements, handle surface water flow volumes, and treat surface water runoff.

Scope Enhancement Opportunity

This project requires excavation of the entire intersection to install the raised all-way pedestrian crossing. During excavation there are opportunities to accomplish additional utility and related infrastructure work that has been identified that is beyond the original scope. Because this project is still in its preliminary stages of design and engineering, staff is bringing forward several of these opportunities for the Council's consideration. If approved these actions would lead to scope amendments and require additional funding today but would save money for future projects and reduce the need for future excavations in this intersection. Potential funding sources for these scope changes is described later in the memo.

Scope Enhancement #1: Signal and Surface Water Infrastructure

Existing site conditions include:

- Broken signal conduits;
- Aged traffic signal poles that are inconsistent with current signal and signing standards;
- The power service cabinet is two blocks away from the intersection; and
- Failing surface water conveyance pipes.

Replacing the signal conduits will allow for the installation of new cabling that is needed to implement the pedestrian scramble. Additionally, a portion of this conduit is planned to be utilized by the future Intelligent Transportation System Phase 3 Project. Given these present and planned needs, the conduit could be replaced with this project while the contractor is already excavating to install the raised intersection. While this scope modification would add costs to this project, it would be significantly more expensive to replace under a separate, future project in the same area.

The southbound signal is supported by a span wire instead of a signal pole. This intersection is one of only two locations in the City that still utilizes span wire for traffic signals (the other is at NE 145th Street on Juanita-Woodinville Road NE). The City standard is to use mast arms because of increased reliability and reduced ongoing maintenance. Mast arms are stable against environmental stresses, such as wind and snow, and provide a solid mount for the signal lights, which improves the life cycle of the signal light. Additionally, signals and signs hung on span wire are less visible to drivers, especially during windy conditions. While span wire is used only for the southbound direction, the three existing mast arm poles at the intersection are dated and undersized for current design standards. The timely replacement of the signal poles as part of this project would increase the intersection's lifespan and reduce the ongoing maintenance needs.

The existing power source that feeds the traffic signal at this intersection is adjacent to the parking lot at Merrill Gardens and is not visible from the intersection. When maintenance requires deenergizing the traffic signal system, one signal technician must go to the power service cabinet and turn off power, while another technician at the intersection calls to confirm the power is off. Although this condition is workable, it is not standard and causes increased issues for maintenance. One opportunity is to decommission the power source that serves the intersection from the Merrill Gardens lot and establish a new service connection and cabinet at the intersection.

Finally, the current existing surface water utility infrastructure is in poor condition. Surface Water Engineering has included this infrastructure on the City's "Aging and Failing" list and the Surface Water Maintenance Crew identified additional operational needs to address.

Because of the significant earth work inherent in the original project scope, there is an opportunity to leverage this project to address the deficiencies mentioned above. Addressing them at this time will reduce the risk of signal and surface water system failures during construction, save time and costs through simultaneous design and construction, and bring the system improvements up to standard for long-term reliable infrastructure operation and maintenance. Additionally, the simultaneous construction will have less overall impact on the public and businesses.

Scope Enhancement #2: Urban Design Features

In 2001, the Council adopted the *Kirkland Downtown Strategic Plan*, which noted, "the goal of transforming downtown Kirkland into a high-quality pedestrian village is broadly supported—it is the bedrock of common ground in the community." Together with the Council's own goals of "high quality of life in neighborhoods" and to "attract, retain, and grow our economic base," staff investigated the possibility of adding urban design features to this project, such as shown by way of example in Figure 1.

Urban design ideas and features may include:

- Decorative concrete sidewalk;
- Decorative concrete roadway;
- Decorative crosswalk treatment;
- Artistic pavement markings;
- Decorative bollards;
- Ornamental landscaping;
- Bench and bicycle rack; and/or
- Public art.

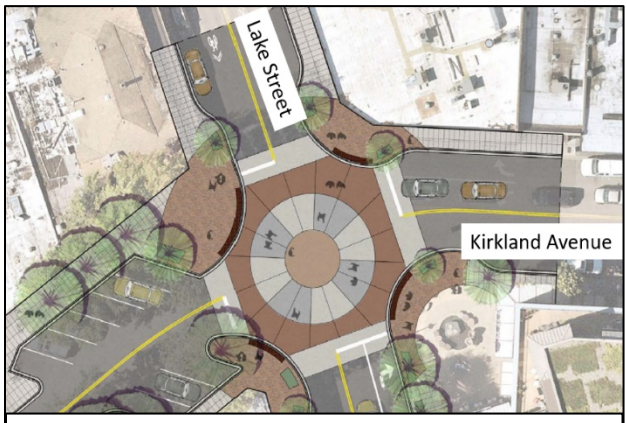


Figure 1: Possible Urban Design Features at Lake Street and Kirkland Avenue

The illustrative ideas and features mentioned above could be added independent of each other (i.e., they are not necessary a "package"), and they could be designed and added within a range of minimal, moderate, or higher potential cost estimates.

While these urban features are not included in the current project scope, they would align with the goals and policies outlined in the 2019 *Greater Downtown Urban Center Plan*, including:

- Goal ED-4: Provide the infrastructure and public facilities to support economic activity and growth.
- Goal CF-1: Contribute to the quality of life in Kirkland through provision of public capital facilities and utilities.
- Policy CF-1.3: Encourage public amenities and facilities which serve as catalysts for beneficial development.

Given that the current proposed project would in itself cause significant construction and disruption in the downtown area, staff is seeking the Council's discussion and direction whether to include such enhancements in the project's initial design and engineering scope.

Budget

To improve pedestrian safety at this intersection, the City was awarded $500,000 through the federally funded 2018 Washington State Department of Transportation Safety Grant Program. The City also received approval from the Department of Commerce to repurpose $1,000,000 of State grant funds from the South Kirkland Park-and-Ride Project (awarded originally in 2013) to this project.

The current funding plan includes $462,400 of City funds (23% of total funding), as shown in Table 1, below.

Table 1: Current Funding

Funding Source	Kirkland Ave/Lake St Intersection Improvements (TRC1370)	Lake Street Stormwater Repair (SDC1230)	Total Funding
City Contribution	$ 177,500	$ 284,900	$ 462,400
State Funding (Department of Commerce)	$1,000,000	-	$1,000,000
Federal Funding	$ 500,000	-	$ 500,000
Total Funding	$1,677,500	$ 284,900	**$1,962,400**

Scope Enhancement #1: Estimated Expenses and Funding

For Scope Enhancement #1, it would require an additional $580,000 of City funding. The estimated costs for the elements of the scope enhancement are shown below.

- Replacing failing surface water conveyance pipes is estimated at $105,000.
- To ensure proper operations of the enhanced signal option and allow for the greatest life cycle, the signal related elements of scope enhancement #1 are packaged together; as a result, the signal related enhancements are estimated at $475,000.
    - Broken signal conduits $120,000;
    - Replacing aged traffic signal poles that are inconsistent with current signal and signing standards $190,000;
    - Replacing the power service cabinet two blocks away from the intersection $165,000;

Table 2, below, shows projected expenses and current funding levels.

Table 2: Estimated Expenses and Funding

	City Funding	External Funding	Total
Total Funding Currently	$462,400	$1,500,000	$1,962,400
Professional Services	($135,103)	($500,000)	($635,103)
In House	($160,497)	-0-	($160,497)
Construction	($588,000)	($1,000,000)	($1,588,000)
Contingency	($158,800)	-0-	($158,800)
Total Estimated Expenses	($1,042,400)	($1,500,000)	($2,542,400)
Difference	($580,000)	-0-	($580,000)
Additional Funding Needed	$580,000	-0-	$580,000

If the Council would like to enhance the current project scope to include "Scope Enhancement #1," then staff recommends the following sources to meet the additional funding needed:

- $40,000: Intelligent Transportation Systems Phase 3 project (TRC12000); and
- $540,000: Real Estate Excise Tax reserves.

If Council concurs with Scope Enhancement #1, staff will return to the May 18 meeting with a fiscal note for adoption.

Scope Enhancement #2: Estimated Expenses and Funding

Cost estimates ranging from minimal, moderate, or high are shown in Table 3, below.

Table 3: Cost Estimates for Urban Design Features

Item	High	Moderate	Minimal
Decorative concrete sidewalk	X	X	
Decorative concrete roadway	X		
Decorative crosswalk treatment	X	X	
Artistic pavement markings	X		
Decorative bollards	X	X	X
Ornamental landscaping	X	X	X
Bench and bicycle rack	X	X	X
Public art	X	X	
Concept level cost estimate	$550,000	$250,000	$100,000

If the Council would like more information about the possibilities for adding urban design features to the scope, then staff will return to the Council at a future meeting with more information about urban design enhancement options, associated costs, and potential funding sources. Alternately, the Council could direct staff to proceed with the project without any of these features.

National Environmental Policy Act (NEPA)

A condition of the $500,000 of federal funding for this project is that it obtain National Environmental Policy Act (NEPA) approval, which involves environmental impact review from several federal agencies. One of the federal agencies that reviews and comments on NEPA approval is the National Marine Fisheries Service (NMFS) to assess compliance with the Endangered Species Act. Historically, the typical response from NMFS on local transportation projects pursuing NEPA approval through the FHWA/WSDOT grant program is an informal consultation process, with local transportation projects likely receiving a "Not Likely to Adversely Affect" determination.

Recently, as the City has been experiencing with the 100th Avenue NE Project—which is at 100% design—NMFS has indicated it no longer considers previous, mutually-agreed guidelines for information to be sufficient. In the case of 100th Avenue NE project, the City supplied documentation with the project's NEPA application that it did meet the previous, mutually-agreed guidelines and requirements for a "Not Likely to Adversely Affect" determination.[1] NMFS has a "best available science" standard and recent scientific studies show that chemicals in automobile tires may be contributing to the decline of endangered salmonid species. As a result, NMFS is looking at projects that expand vehicle lanes and add impervious surface much more carefully. 100th Avenue NE also discharges some of the stormwater directly into Cedar Creek. A more detailed presentation on this issue will be provided at a future Council meeting. While City staff continue to work with federal partners to navigate the 100th Avenue NE situation to a predictable and successful outcome, staff believes it should flag this situation for the Council's attention in the event the Kirkland Avenue/Lake Street Intersection project runs into a similar situation. Unlike the 100th Avenue NE project, the intersection project does not expand capacity for vehicles, nor add additional impervious surface. There is also no direct stormwater discharge into an open stream. For all these reasons, the Kirkland Scramble project may be less likely to trigger vehicle tire chemical-related concerns.

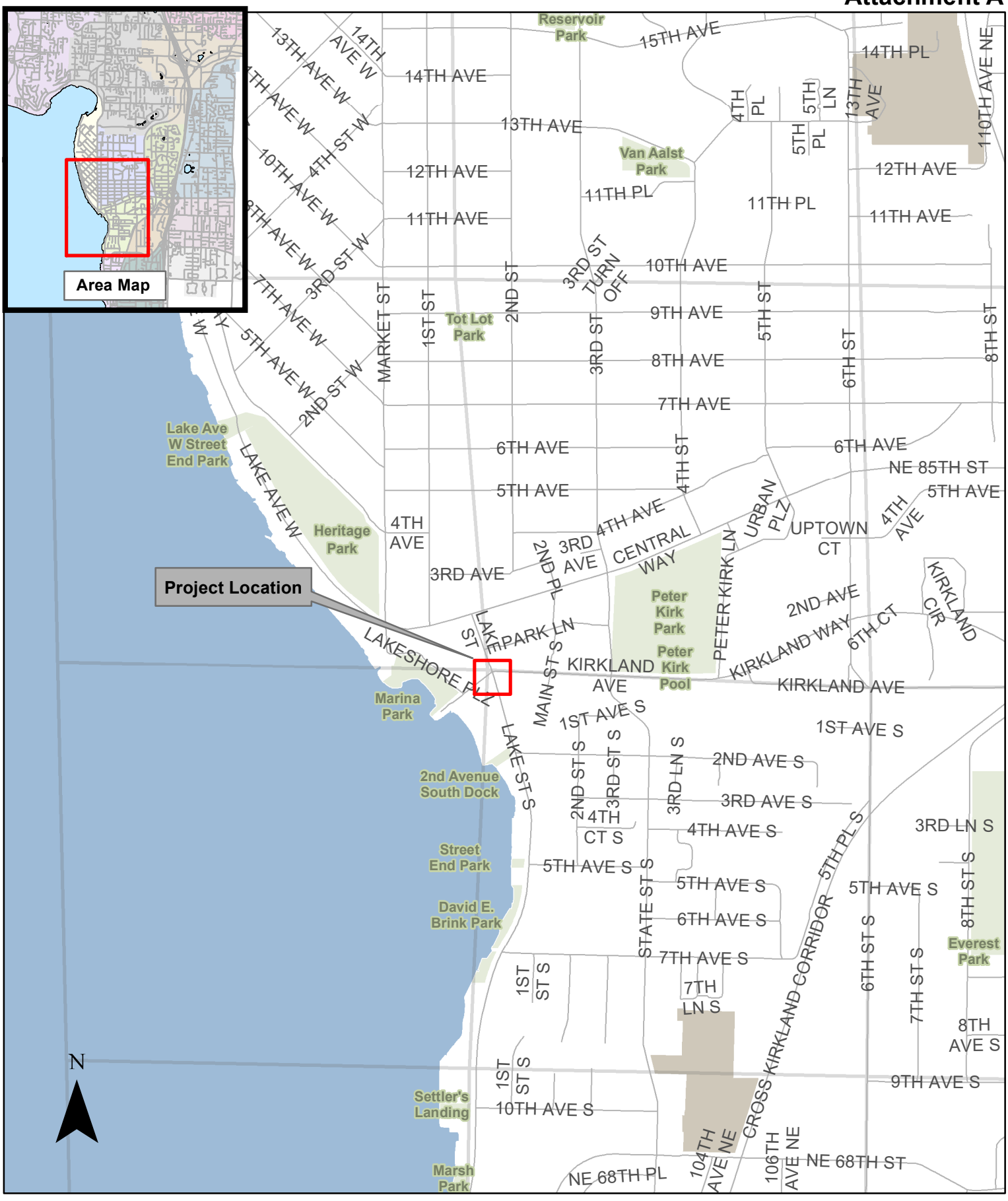
[1] Once staff obtains additional information about the 100th Avenue project and NEPA, staff will brief the Council.

Schedule and Outreach
Project design efforts began in March 2021 with survey and data gathering. Design will continue until late Autumn 2021. Were the contract to be advertised at the end of 2021, the selected contractor would begin long-lead procurement in early 2022. Construction is planned to span Spring and Summer 2022. If environmental permits are obtained successfully in a timely manner, permitting will be in place by the end of 2021. However, if NEPA approval becomes complicated because of NMFS review processes, staff will return to the Council with an updated schedule and recommended next steps.

As part of the design process, Public Works staff will keep businesses and residents apprised of the project's progress through informational flyers and regular updates to the project website that has been created.

Attachment A: Vicinity and Area Map

Attachment A



Vicinity and Area Map

Kirkland Avenue/Lake Street Intersection Improvements

CITY OF KIRKLAND
Public Works Department
123 5th Avenue, Kirkland, WA 98033
425.587.3800- www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Joel Pfundt, Transportation Manager
Julie Underwood, Director of Public Works

Date: April 22, 2021

Subject: LAKE STREET SOUTH/LAKE WASHINGTON BOULEVARD PEDESTRIAN WALKWAY PILOT PROJECT

RECOMMENDATION:

Staff recommends that the Council provide guidance on two items related to the proposed temporary conversion of the on-street parallel parking lane on the west side of Lake Street S/Lake Washington Boulevard to an expanded pedestrian walkway from approximately 250 feet south of 2nd Avenue South to NE 60th Street (see Attachment A):

- The duration of the pilot; and
- Feedback on the mechanism for providing separation between pedestrians and vehicles.

BACKGROUND DISCUSSION:

At its March 16, 2021 Council Meeting, the Council first discussed this item under its newly established Legislative Request Memoranda (LRM) process as outlined in the Council Rules of Procedure. At that meeting, the Council directed staff to return to Council with additional information.

The sidewalk along Lake Street South/Lake Washington Boulevard connecting downtown Kirkland and Carillon Point is a spectacularly scenic walk that is frequented by people from Kirkland and throughout the region, especially on nicer evenings during the spring, summer, and early autumn. For many years, the City of Kirkland's Capital Improvement Projects (CIP) list had included an unfunded project envisioning a much wider sidewalk creating a "pedestrian promenade" along the west side of the Boulevard. The pilot project will help identify the costs and benefits of considering a permanent pedestrian promenade at some point in the future. Figure 1, below, is a good representation of the street cross section along most of this corridor.

Figure 1: *Lake Street/Lake Washington Boulevard Cross Section*

Converting on-street parallel parking on the west side of this corridor to pedestrian-only use would create a scenic walkway that is a more comfortable and attractive environment for the many people who walk and bike along the corridor. It also would provide the ability for people walking to be more socially distanced. Such a project has the potential to attract more people to the waterfront, which may also result in more potential customers for shops and restaurants in the vicinity of Lake Street South/Lake Washington Boulevard. The pilot will also allow the City to evaluate potential safety implications such as whether the walkway creates any conflicts between pedestrians, cyclists and vehicles, or increases pedestrian/car conflicts from increased east to west crossings of Lake Washington Boulevard. Finally, the pilot will allow the City to evaluate potential impacts of the walkway with resident and visitor parking, contractor/delivery/services parking and waterfront parks parking needs along the west side of the arterial.

The greatest experience the City has with closing the parallel parking lane on the west side of Lake Street South/Lake Washington Boulevard comes from special events associated with running events. Observations from special event staff include:

- These closures usually are for half a day and occur on weekend mornings. The event usually is less than one hour. Part of the reason for keeping it so short is that the residents in the area impacted by the closures prefer a return to "normal" use as quickly as possible.
- Most negative comments about the disruptions that these events cause comes from people who live in the northern section, between 2nd Avenue South and 10th Avenue South.
- South of 10th Avenue South, people tend to disregard the no parking signs. Residents and visitors to residents sometimes say that they went out of town and didn't know about the parking closure.
- With special events, the Police Department tries to contact people before towing cars or, depending on the situation, before citing them.

The pedestrian walkway pilot would extend about 4,600 feet. It would begin 250 feet south of 2nd Avenue South, just past the curb bulb on the west side of Lake Street South, and end just north of NE 60th Street. Based on initial field estimates, 1,400 feet (30%) of this section of street provides access to driveways, crosswalks, and mailboxes,

which would need to be maintained during the pilot project. The remaining 3,200 feet (70%) is made up of a combination of on-street parallel parking, red curb (no parking), and loading zones. The "30% area" would need to be kept available for vehicular movement, thought the "70% area" could be protected for the temporary walkway.

City staff performed an inventory of the on-street public parking supply in an area bounded by 2nd Avenue South, Lake Street South/Lake Washington Boulevard, NE 60th Street, and along the west side of State Street South/Lakeview Drive (see Figure 2). This area was selected to describe the public parking supply in the vicinity of the project that would necessitate a single crossing of an arterial street for a person walking from their parked vehicle to access a location on the west side of the Lake Street South/Lake Washington Boulevard. The total number of on-street public parking spaces in this area is estimated to be 560. Of these parking spaces, 130 of them (or 23%) are on the west side of Lake Street South/Lake Washington Boulevard.

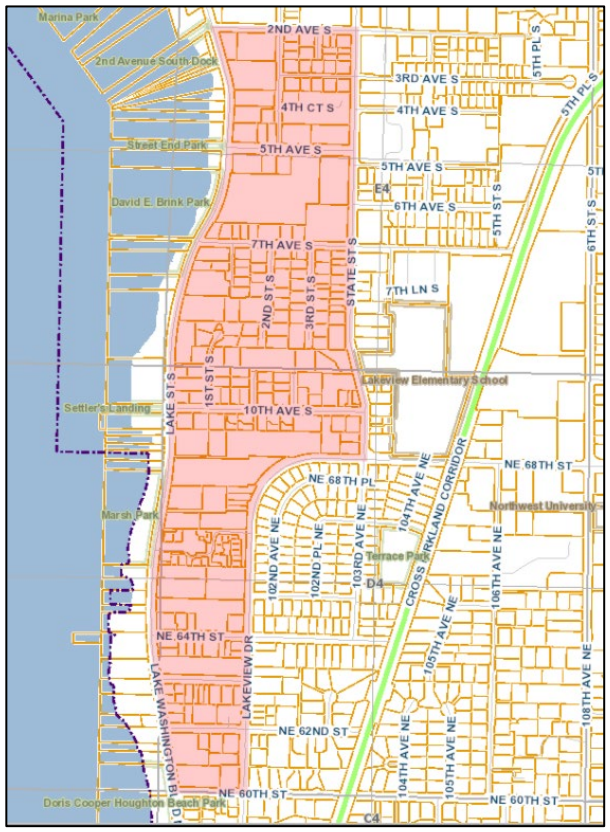


Figure 2. *On-Street Public Parking Inventory Area*

Vehicle parking in this area is in high demand, particularly on nicer days of the year, so elimination of these parking spaces likely would result in more people parking their vehicles on the eastern side streets and further into neighborhoods. That likely would result in an increase in parking complaints attributable to illegally parked vehicles. Violations, such as parking too close to a driveway or intersection, and blocking mailboxes already are common-place and presumably would increase, putting additional demand on Police services.

David Brink Park Renovation

The City will also be closing David E. Brink Park, which occupies Lake Washington waterfront along the west side of Lake St S, starting this summer to renovate the park's shoreline improving access, safety, habitat and aesthetics. Project construction will be limited to the park site itself. Two temporary driveways will be established for construction vehicle access to the site from Lake St S. The project will require construction workers to park in the vicinity which will further reduce available public parking. But except for the contractor parking impacts, staff does not foresee any particular conflicts between this construction project and the pedestrian pilot project.

OPTIONS FOR PARKING LANE CLOSURE:

Duration of Vehicle Parking Lane Closure for the Pedestrian Walkway Pilot
The following five options are for Council deliberation and described in more detail below:

1. Two Weeks;
2. Four Weekends over a Month;
3. One Month, August 4 through September 6 (Labor Day);
4. All Summer, July through September; or
5. No Action.

Following Council direction, staff will begin outreach to the public. Because of the scale of the project, once an option has been selected—assuming No Action is not selected—then converting the parking lane to a pedestrian walkway would be performed by a contractor. The contractor would operate under the direction of Public Works staff, in coordination with the City Manager's Office, Police, Fire, and Parks and Community Services.

Regardless of the action option selected, once the pedestrian walkway is in place, vehicles parked in the temporary walkway illegally would be ticketed, not towed.

As part of considering the options for the duration of the deployment the pedestrian walkway pilot, staff considered different traffic control devices to separate the walkway from other travel lanes. Table 1, below, summarizes the three types of traffic control devices that were considered by staff and their recommended applications.

Table 1: *Traffic Control Device Evaluation and Recommendations*

Moveable Delineator Posts with Base – *This device is recommended for "short-term" walkway options.* It is easier and less costly to deploy, adjust, and remove. It provides the most flexibility of access for emergency responders, postal service, and solid waste pickup. However, it provides less comfort and safety for people walking in the street. It also is extremely easy to tamper with, which would result in more City staff time (primarily Public Works and Police) being dedicated to: • Relocating delineators so they are not blocking the walkway, bike lane or vehicle travel lane; • Replacing delineators that have been stolen or damaged; and • Enforcing the vehicle parking prohibition because people are likely to take advantage of locations where delineators have moved or move the delineators for vehicle parking.	
Delineator Posts Temporarily Attached to Pavement – *This device is recommended for "long-term" walkway options.* It is more costly to install, adjust, and remove than the moveable delineator posts with base, but it has many advantages. Since they cannot be moved easily, they provide more comfort and safety while still providing access for emergency responders, the postal service, and solid waste pickup. This option would require less day-to-day maintenance by Public Works staff and the devices are much more tamper-resistant so it is much less likely that people will disregard them in order to park in the walkway.	

Temporary Plastic Jersey Barrier – *After evaluation, this device is <u>not recommended</u> for use on any of the walkway options.* This option would provide the most pedestrian comfort and safety and would be better for parking enforcement. Unfortunately, it makes access for emergency responders, such as Fire, much more difficult. It would make postal service delivery and solid waste pickup more difficult without significantly decreasing the amount of barrier placed along the corridor. This would result in additional gaps that would greatly reduce the effectiveness of the walkway. Also, the City would need to purchase, instead of rent, temporary plastic jersey barrier. This would cost the city an estimated $150,000-$200,000 and the City would need to find a place to store about seven truckloads of plastic barrier when they are not in use.	

Options 1 and 2 are shorter term and staff therefore recommends using the moveable delineator posts for speed and ease of implementation and lower costs. Options 3 and 4 are more long term, and staff recommends using delineator posts attached to the pavement. If the pilot is of a more extensive duration, there is a much higher likelihood of the public frequently removing or scattering the moveable delineator posts. Making the posts semi-permanent is more expensive, but the walkway is more likely to be sustained. In addition, the attached delineator posts would provide a visual greater delineation for cars and sense of safety for pedestrians as the pilot extended one month or longer. A more detailed description of each option is described below.

OPTION 1. Implement Pedestrian Walkway for Two Weeks

- Separation provided by a moveable delineator posts with base
- "No Parking" signage on moveable delineator post with base on sidewalk
- Variable message sign trailer deployed at each end of the corridor one week prior to implementation and during the duration of the pilot
- Moveable delineator posts will require more City staff time for maintenance and parking enforcement
- Estimated traffic control contractor costs would be $10,000 and the City is responsible for loss, damage, or theft of traffic control devices

OPTION 2. Implement Pedestrian Walkway During Four Weekends Over a Month

- Separation provided by a moveable delineator posts with base
- "No Parking" signage on moveable delineator post with base on sidewalk
- Variable message sign trailer deployed at each end of the corridor one week prior to implementation and during the duration of the pilot
- Moveable delineator posts will require more City staff time for maintenance and parking enforcement
- Estimated traffic control contractor costs would be $15,000 and the City is responsible for loss, damage, or theft of traffic control devices

OPTION 3. Implement Pedestrian Walkway for Four Weeks, August 4 through September 6 (Labor Day)

- Separation provided by delineator posts temporarily attached to pavement
- A combination of "No Parking" signage on moveable delineator post with base on sidewalk, on existing signposts, and/or pavement markings
- Variable message sign trailer deployed at each end of the corridor for one week prior to implementation
- A planning level opinion of costs to install and remove delineator posts and other signs and markings is $100,000 to 500,000
    - Staff acknowledges that a wide range of this magnitude is not ideal for making an important decision. Reasons that contribute to the imprecise cost estimate:
        - There has not been sufficient time to design the semi-permanent solution, especially given that key factors have not yet been decided upon and public input has yet to be gathered. With so

many unknowns staff do not want to give the Council an overly optimistic budget amount.
- Staff referred to the real costs that the City incurred for the 122nd Avenue NE Traffic Calming Project, which was much shorter in physical length. Staff extrapolated using that information.
- This option requires installing and removing more than 300 delineators, plus associated traffic control, all of which will be expensive.
- The spring/summer months are the peak time for pavement-related contractors, so it may not be the best bid climate either for contractor availability or cost.
- Alternately, the City could use the Job Order Contracting (JOC) option, which while efficient in time and process nonetheless comes at a premium price.
- The need to implement the project quickly to occur this summer will likely yield greater costs.

OPTION 4. Implement Pedestrian Walkay All Summer, July through September

- Separation provided by delineator posts temporarily attached to pavement
- A combination of no parking signage on moveable delineator post with base on sidewalk, on existing signposts and/or pavement markings
- Variable message sign trailer deployed at each end of the corridor for one week prior to implementation
- A planning level opinion of costs to install and remove delineator posts and other signs and markings is $100,000 to $500,000—see explanation in Option 3

OPTION 5. No action

ENGAGEMENT AND DECISION-MAKING PROCESS:

Once Council provides direction regarding the questions posed in this staff report, staff will begin an engagement process with the public to include the following:

- May 5: Notice of Engagement & Web landing page
- May 17: Organizing Event/Community Meeting
- June 1 or June 15: Council decision, discussion/issue:
  - June 1—Council decision/meeting would make engagement process challenging
  - June 15—Council decision precludes any implementation until likely mid-July due to need for notification and contractor mobilization

Attachment A: Lake Street S/Lake Washington Boulevard Promenade