

CITY OF LYNDEN

FINANCE DEPARTMENT

Anthony Burrows, Finance Director

(360) 354-2829



Finance Committee Meeting Agenda

Online via Microsoft Teams

3:00 PM January 18, 2022

Roll Call

1. Roll Call

Review Items

- [2.](#) Approval of the December 20, 2021 Minutes
- [3.](#) Approval of Payroll - December 2021
- [4.](#) Review of the December 2021 Overtime
- [5.](#) Review Sales Tax - 2021 YTD

Council Items

- [6.](#) Approval of Payroll and Claims
- [7.](#) Agreement for legal services with Carmichael Clark P.S.

Informational

8. Update on Monthly the Financial Reports
9. Utility Fees and Shut Off Reinstatement Letter
10. Sports Complex Review
11. Finance Committee Online or In Person

Items Added

Next Meeting: February 22, 2022

CITY OF LYNDEN

FINANCE DEPARTMENT
360-354-2829



FINANCE COMMITTEE MINUTES

3:00 PM December 20, 2021
Online via Microsoft Teams

Present:

Mayor Scott Korthuis
City Administrator John Williams
Finance Director Anthony Burrows

Councilmembers:

Kyle Strengholt (Chair)
Nick Laninga
Gerald Kuiken

1. **The Finance Committee reviewed and approved the November 2021 meeting minutes.**
2. **The Committee reviewed and approved the Payroll for the month of November 2021.**
3. **November 2021 Payroll Overtime Review**

The committee reviewed the payroll overtime impacts. The Police Department had a total of 559 hours, which was higher than last month's 401 hours total. Shift coverage and holidays accounted for the bulk of the overtime. For the Fire Department, there was a total of 469 hours of overtime, which was higher than last month's 378 hours. Multiple components were attributed to the overtime. The Stone Garden Grant incurred 66 overtime hours. Remaining overtime by all other departments was minimal.

4. **Sales Tax - YTD Review and Source Breakdown**

Sales Tax year to date budget to actuals indicated that sales tax receipts were 29.5% or \$697,503 over the projected budget. When year to date 2021 is compared with year-to-date 2020 collections, sales tax revenue reflects a 19.3% overall increase of \$494,560. The numbers were once again stronger than forecast with the highest November on record coming in at \$314,316. Destination Sales Tax and inflation account for much of the increase.

5. Council Packet items presented:

- A. Consent: Approval of Payroll and Claims. Approved for the full Council.
- B. No other Council items.

6. Finance Department Informational or Added Items

- A. The proposed letter regarding utility fee shut off and re-instatement of fees was brought forward. After some review the Finance Committee approved the letter for distribution and will inform the full Council at tonight's meeting.
- B. The Monthly Financial Reports were distributed for individual review and discussed. No further action required.
- C. It was requested that a review regarding whether the future Finance Committee meetings be online or in person be put on the agenda for discussion.
- D. No other items added.

Meeting was adjourned at 3:50 pm. The next Finance Committee meeting is on January 18, 2022.

CITY OF LYNDEN

FINANCE DEPARTMENT
(360) 354 - 2829



City of Lynden Payroll Liability for December 1 thru December 15, 2021

Document No	Current Pay Period Dec 01-15 2021	Adjustments	Monthly Total
Vendor payments generated by the City of Lynden			
Check No	Checks		
	AWC Employee Benefits Trust	\$ 6,521.80	\$ 6,521.80
	General Teamster	1,069.50	1,069.50
	Homestead Fitness	220.14	220.14
	WA Teamster Welfare Trust		
	AFLAC	1,589.91	1,589.91
	City of Lynden Flex Ben	123.32	123.32
	IAFF Local 106	942.51	942.51
	LPO Association	222.50	222.50
	Teamsters Pension		
	Vimly Benefits Inc		
	Forge Fitness	46.87	46.87
	NFOP - Labor Services	588.00	588.00
	Total Checks	\$ 11,324.55	\$ 11,324.55
Reference No	EFT Payments		
	Dept of Retirement (DRS) LEOFF	\$ 22,123.69	\$ 22,123.69
	Dept of Retirement (DRS) PERS	28,294.88	28,294.88
	Vimly Benefits Inc		
	Dept of Retirement (DCP)	5,925.43	5,925.43
	Nationwide - ACH by City of Lynden	7,141.66	7,141.66
	LEAF (EE Activity Contr)	175.00	175.00
	Garnishment - ACH & Ready Chex	722.20	722.20
	IRS- ACH	73,530.43	73,530.43
	Total EFT Payments	\$ 137,913.29	\$ 137,913.29
	Total Vendor payments generated by the City of Lynden	\$ 149,237.84	\$ 149,237.84
Reference No	Other vendor payments		
	Quarterly		
	Employment Security- Unemployment in Q-4 EFT	\$ 660.67	\$ 660.67
	Employment Security- PMU/PFL in Q-4 EFT	1,337.92	1,337.92
	L & I - include in Q-4 EFT	10,675.83	10,675.83
	Total Quarterly	\$ 12,674.42	\$ 12,674.42
	Total Other vendor payments	\$ 12,674.42	\$ 12,674.42
	TOTAL Vendor Payments	\$ 161,912.26	\$ 161,912.26

Employee payroll		EFT & Other Liabilities	
Net Pay Direct Deposit	\$ 237,455.40	Non-L&I Liabilities	
Check	-	Monthly EFT	\$ 375,368.89
Reverse ACH return /Voided Warrant	-	Check Liability	\$ 11,324.55
City of Lynden Manual Checks	-	Total Non-L&I Liabilities	\$ 386,693.24
Total Employee payroll	\$ 237,455.40	Quarterly Liabilities	\$ 12,674.42
Council Approval		Total EFT & Other Liabilities	\$ 399,367.66
Payroll liability December 22, 2021	\$ 399,367.66		
Vendor check adjustments	-		
EFT Vendor Adjustment	-		
Employment Security Adjustments Q4	-		
Employment Security PMU/PFL Adjustments Q4	-		
Labor & Industries Adjustments Q4	-		
Total Council Approval	\$ 399,367.66	BALANCE FORWARD	\$ 9,370,931.83
		Y. T. D.	\$ 9,770,299.49

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Lynden, and that I am authorized to authenticate and certify said claim.

Approved for payment
_____, 2021

Anthony Burrows, Finance Director

Linde Schreifels, Accounting Operations Supervisor

Auditing and Finance Committee

CITY OF LYNDEN



FINANCE DEPARTMENT
(360) 354 - 2829

City of Lynden Payroll Liability fo December 16 thru December 31,2021

Document No	Current Pay Period Dec 16-31 2021	Prior Pay Period Dec 1-15 2021	Adjustments	Monthly Total	
Vendor payments generated by the City of Lynden					
Check No	Checks				
EFT	AWC Employee Benefits Trust	\$ 129,001.33	\$ 6,521.80	\$ 3,153.06	\$ 138,676.19
23591	General Teamster	1,072.50	1,069.50	(261.00)	1,881.00
EFT	Homestead Fitness	285.34	220.14	(38.06)	467.42
EFT	WA Teamster Welfare Trust	3,033.40			3,033.40
EFT	AFLAC	1,668.53	1,589.91		3,258.44
23588	City of Lynden Flex Ben	123.32	123.32		246.64
EFT	IAFF Local 106	942.62	942.51		1,885.13
EFT	LPO Association	222.50	222.50		445.00
EFT	Teamsters Pension				
23589	Vimly Benefits Inc	46.88	46.87		93.75
23590	Forge Fitness	588.00	588.00		1,176.00
	NFOP - Labor Services				
	Total Checks	\$ 136,984.42	\$ 11,324.55	\$ 2,854.00	\$ 151,162.97
Reference No	EFT Payments				
	Dept of Retirement (DRS) LEOFF	\$ 21,840.15	\$ 22,123.69	\$	\$ 43,963.84
	Dept of Retirement (DRS) PERS	31,302.12	28,294.88	5.50	59,602.50
	Vimly Benefits Inc				
	Dept of Retirement (DCP)	6,114.10	5,925.43		12,039.53
	Nationwide - ACH by City of Lynden	7,572.74	7,141.66		14,714.40
	LEAF (EE Activity Contr)	175.00	175.00		350.00
	Garnishment - ACH & Ready Chex	722.20	722.20		1,444.40
	IRS- ACH	91,918.12	73,530.43		165,448.55
	Total EFT Payments	\$ 159,644.43	\$ 137,913.29	\$ 5.50	\$ 297,563.22
	Total Vendor payments generated by the City of Lynden	\$ 296,628.85	\$ 149,237.84	\$ 2,859.50	\$ 448,726.19
Reference No	Other vendor payments				
	Quarterly				
	Employment Security- Unemployment in Q-4 EFT	\$ 707.76	\$ 660.67	\$ -	\$ 1,368.43
	Employment Security- PML/PFL in Q-4 EFT	1,458.49	1,337.92	-	2,796.41
	L & I - include in Q-4 EFT	9,758.08	10,675.83		20,433.91
	Total Quarterly	\$ 11,924.33	\$ 12,674.42	\$ -	\$ 24,598.75
	Total Other vendor payments	\$ 11,924.33	\$ 12,674.42	\$ -	\$ 24,598.75
TOTAL Vendor Payments		\$ 308,553.18	\$ 161,912.26	\$ 2,859.50	\$ 473,324.94

Employee payroll

Net Pay Direct Deposit	\$ 256,217.22
Check	-
Net Pay Direct Deposit - Settlement	-
City of Lynden Manual Checks	-
Total Employee payroll	\$ 256,217.22

Council Approval

Payroll Liability December 31, 2021	\$ 564,770.40
Vendor check adjustments	(261.00)
EFT Vendor Adjustment	3,120.50
Employment Security Adjustments	-
Employment Security PML/PFL Adjustments	-
Labor & Industries Adjustments	-
Total Council Approval	\$ 567,629.90

EFT & Other Liabilities

Non-L&I Liabilities	
Monthly EFT	\$ 554,135.87
Check Liability	\$ 1,569.70
Total Non-L&I Liabilities	\$ 555,705.57
Quarterly Liabilities	
	\$ 11,924.33
Total EFT & Other Liabilities	\$ 567,629.90
BALANCE FORWARD \$ 9,770,299.49	
Y. T. D. \$ 10,337,929.39	

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Lynden, and that I am authorized to authenticate and certify said claim.

Approved for payment
_____, 2021

Anthony Burrows, Finance Director

Linde Schreifels, Accounting Operations Supervisor

Auditing and Finance Committee

CITY OF LYNDEN

FINANCE DEPARTMENT
(360) 354 - 2829



Start Date	12/1/2021	December
End Date	12/31/2021	2021

Department	Overtime Pay \$	Doubletime Pay \$	OT- LFD Training \$	OT - Out of Class \$	Holiday Wrkd 1.5x \$	Holiday Wrkd 2x \$	Retro- OT 1.5 \$	Retro- OT 2.0 \$	OPSG/DNR \$	Employee Total Amount
Fire	\$ 16,767.19									\$ 16,767.19
Planning										
Police	25,206.55					6,179.64			8,710.52	40,096.71
PW Administration										
PW Operations	2,100.08					1,074.56				3,174.64
PW Systems	5,286.69	4,002.37								9,289.06
PW Roadways										
Finance	88.60									88.60
Information Technology Service	358.36									358.36
Parks										
Total	\$ 49,807.47	\$ 4,002.37				\$ 7,254.20			\$ 8,710.52	\$ 69,774.56

Department	Overtime Pay Hours	Doubletime Pay Hours	OT- LFD Training Hours	OT - Out of Class Hours	Holiday Wrkd 1.5x Hours	Holiday Wrkd 2x Hours	Retro- OT 1.5 Hours	Retro- OT 2.0 Hours	OPSG/DNR Hours	Employee Hours Total
Fire	359.17									359.17
Planning										
Police	346.50					68.00			118.00	532.50
PW Administration										
PW Operations	38.50					16.00				54.50
PW Systems	100.50	68.25								168.75
PW Roadways										
Finance	1.75									1.75
Information Technology Service	6.00									6.00
Parks										
Total	852.42	68.25				84.00			118.00	1,122.67

CITY OF LYNDEN



FINANCE DEPARTMENT
(360) 354 - 2829

Start Date	1/1/2021	YTD
End Date	12/31/2021	2021

Department	Overtime Pay \$	Doubletime Pay \$	OT- LFD Training \$	OT - Out of Class \$	Holiday Wrkd 1.5x \$	Holiday Wrkd 2x \$	Retro- OT 1.5 \$	Retro- OT 2.0 \$	OPSG/DNR \$	Employee Total Amount
Fire	\$ 198,350.48	\$ 1,806.48	\$ 495.86	\$ 5,064.90			\$ 151.67	\$ 17.52		\$ 205,886.91
Planning	1,361.41	34.89								1,396.30
Police	210,560.62	1,327.68			17,864.56	31,030.10	489.70	68.46	17,323.27	278,664.39
PW Administration	2,048.40	138.84			367.12					2,554.36
PW Operations	9,760.86				1,204.08	3,860.70	1,021.78			15,847.42
PW Systems	15,612.04	6,693.19		55.00		355.26				22,715.49
PW Roadways										
Finance	12,005.35	278.82		96.37						12,380.54
Information Technology Service	4,849.50									4,849.50
Parks	652.61									652.61
Total	\$ 455,201.27	\$ 10,279.90	\$ 495.86	\$ 5,216.27	\$ 19,435.76	\$ 35,246.06	\$ 1,663.15	\$ 85.98	\$ 17,323.27	\$ 544,947.52

Department	Overtime Pay Hours	Doubletime Pay Hours	OT- LFD Training Hours	OT - Out of Class Hours	Holiday Wrkd 1.5x Hours	Holiday Wrkd 2x Hours	Retro- OT 1.5 Hours	Retro- OT 2.0 Hours	OPSG/DNR Hours	Employee Hours Total
Fire	4,096.34	24.00	10.25	95.00						4,225.59
Planning	26.00	0.50								26.50
Police	2,933.50	15.00			253.00	335.00	3.00		241.50	3,781.00
PW Administration	40.00				8.00					48.00
PW Operations	179.75				24.00	56.00				259.75
PW Systems	294.00	107.50		1.00		4.75				407.25
PW Roadways										
Finance	282.25	5.00		2.25						289.50
Information Technology Service	74.00									74.00
Parks	15.50									15.50
Total	7,941.34	152.00	10.25	98.25	285.00	395.75	3.00		241.50	9,127.09

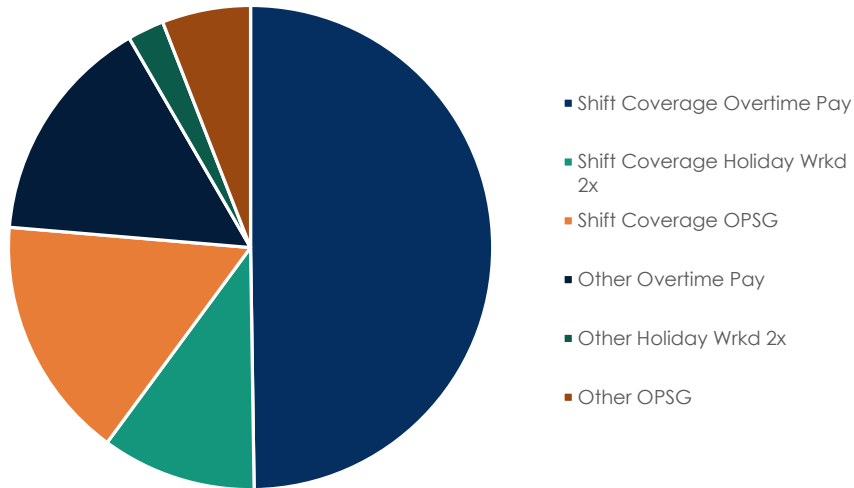
CITY OF LYNDEN

FINANCE DEPARTMENT
(360) 354 - 2829



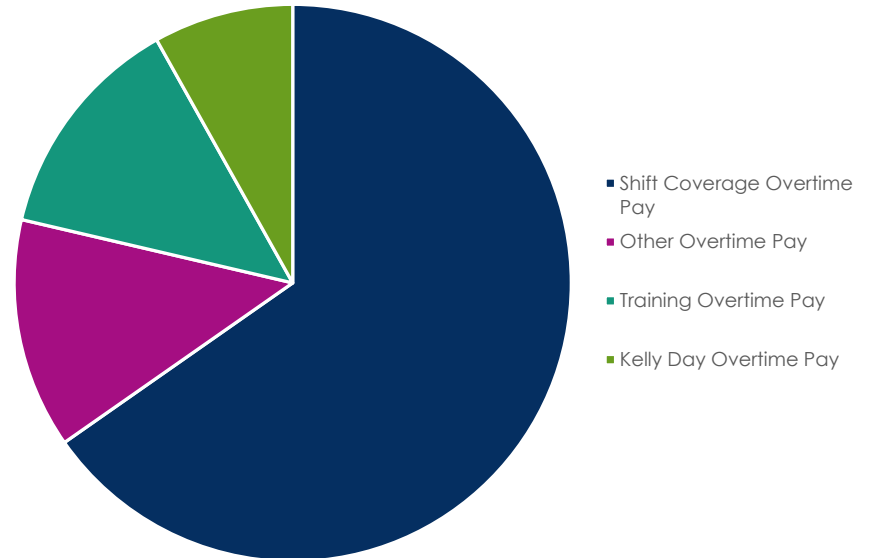
Reason	Overtime Hours	%
Shift Coverage	406.5	76.34%
Overtime Pay	265	49.77%
Holiday Wrkd 2x	55	10.33%
OPSG	86.5	16.24%
Other	126	23.66%
Overtime Pay	81.5	15.31%
Holiday Wrkd 2x	13	2.44%
OPSG	31.5	5.92%
Grand Total	532.5	100.00%

Police Department Overtime



Reason	Overtime Hours	%
Shift Coverage	234.5	65.29%
Overtime Pay	234.5	65.29%
Other	48	13.36%
Overtime Pay	48	13.36%
Training	47.5	13.22%
Overtime Pay	47.5	13.22%
Kelly Day	29.17	8.12%
Overtime Pay	29.17	8.12%
Grand Total	359.17	100.00%

Fire Department Overtime



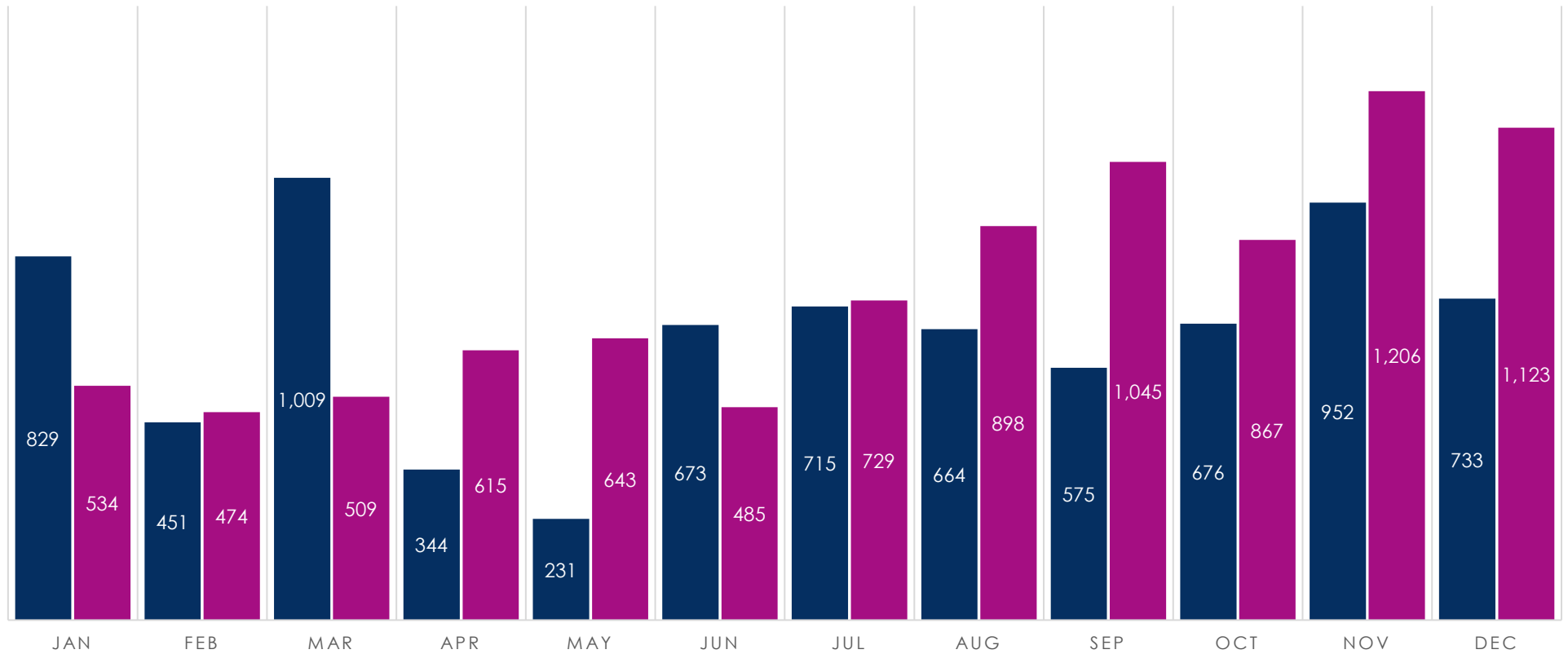
CITY OF LYNDEN

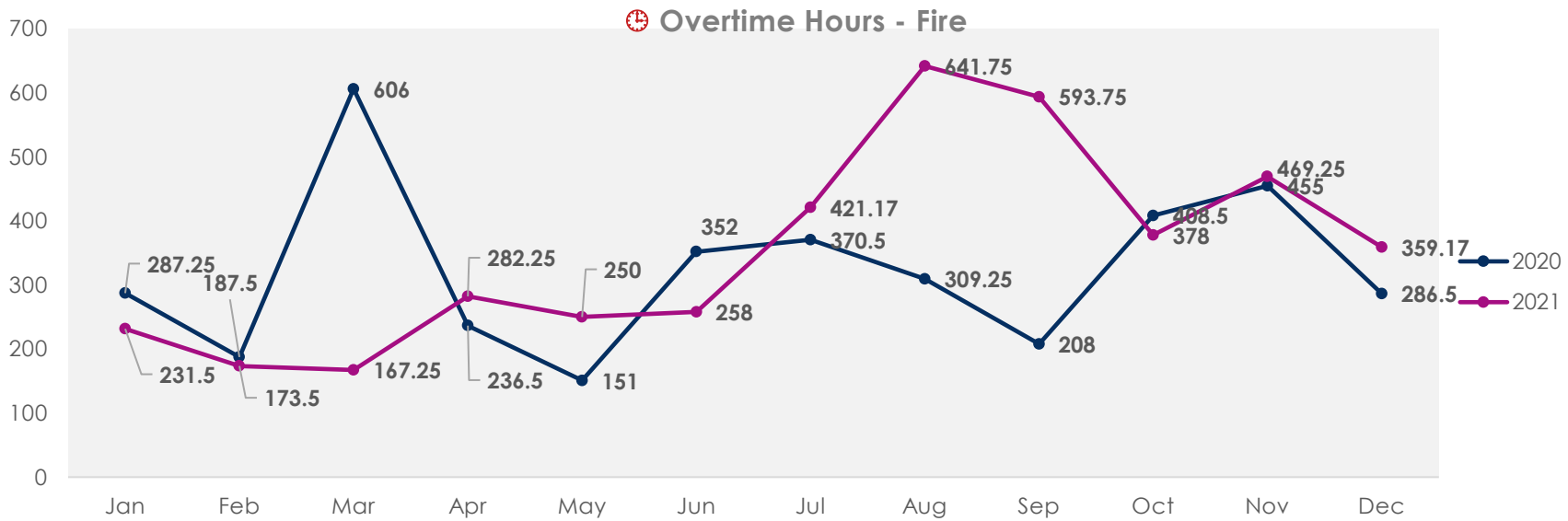
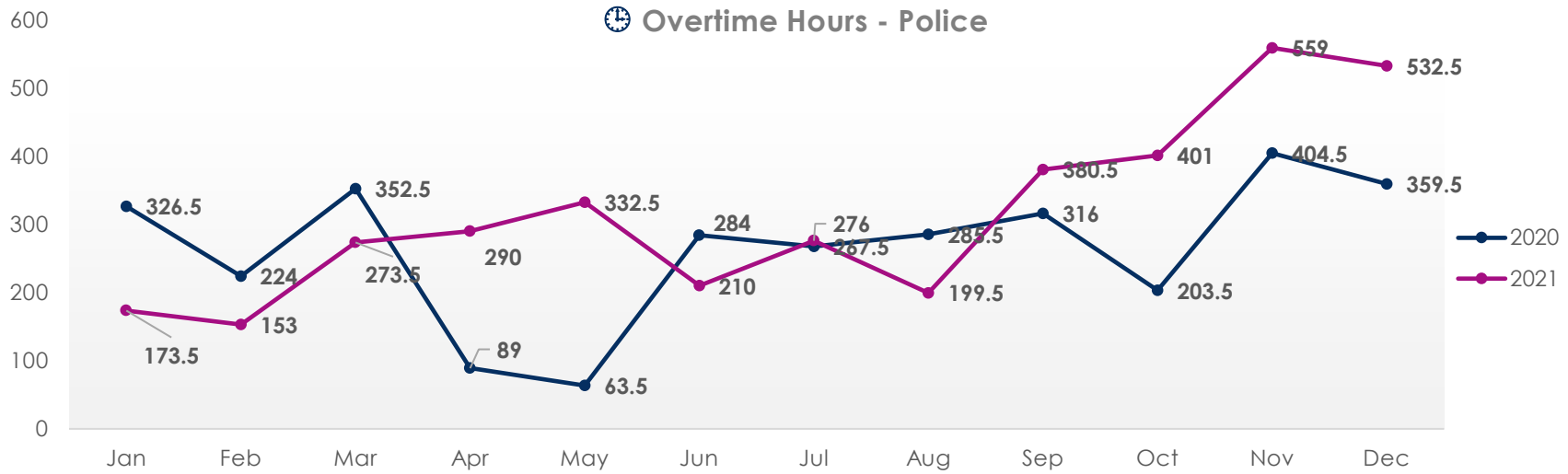
FINANCE DEPARTMENT
(360) 354 - 2829



OVERTIME HOURS - PRIOR YEAR COMPARISON

■ 2020 ■ 2021





TOTAL REGULAR SALES TAX RECEIVED BY MONTH/YEAR

MONTH:	2021	2020	2019	2018	2017	2016
JANUARY	227,553	204,860	210,631	205,464	168,901	158,251
FEBRUARY	291,564	269,241	227,810	256,546	222,543	243,268
MARCH	232,882	192,915	190,702	173,007	155,291	136,761
APRIL	215,073	150,524	187,590	171,923	159,636	153,061
MAY	277,240	192,446	234,783	221,093	214,014	180,979
JUNE	282,943	216,846	240,742	195,839	200,277	164,426
JULY	292,786	264,727	242,413	235,017	242,975	173,323
AUGUST	321,888	273,156	257,189	264,632	289,029	207,203
SEPTEMBER	297,552	263,456	239,020	232,697	296,528	178,331
OCTOBER	307,999	265,363	240,514	254,484	287,104	194,873
NOVEMBER	314,316	273,702	239,868	240,973	238,207	193,826
DECEMBER	272,605	259,576	223,604	225,324	209,603	165,267
Mitigation		0	0	41,277	101,354	103,685
TOTALS	3,334,401	2,826,812	2,734,866	2,718,275	2,785,463	2,253,254
% OF CHANGE		3.36%	0.61%	(2.41%)	23.62%	6.67%

YTD 2021	3,334,401
YTD 2020	2,826,812
YOY Variance	507,589
Variance %	18.0%

Current Mo. Actuals	272,605
Current Mo. Budget	233,831
Variance	38,774
Variance %	16.6%

Actual	YTD 2021	3,334,401
Budget	YTD 2021	2,598,124
Variance		736,277
Variance %		28.3%

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	January 18, 2022	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	January 18, 2022	
Name of Agenda Item:	Agreement for legal services with Carmichael Clark P.S.	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
Carmichael Clark Legal Services Contract 2022		
Summary Statement:		
<p>The City of Lynden has contracted for legal services with the firm Carmichael Clark P.S. for many years. The most recent two-year contract expired on January 7, 2022. The attached agreement is its successor. The only substantive difference in the text of the proposed agreement is to change primary responsibility for planning commission meetings from Bob Carmichael to Catherine Moore. Otherwise, the text of proposed agreement remains unchanged from the prior agreement. There is a proposed a rate adjustment to keep pace with the increased cost of living, including maintaining competitive salaries for our employees, particularly our most experienced senior associate attorneys.</p> <p>The Finance Committee reviewed this agreement earlier today and approved it for review by the full Council.</p>		
Recommended Action:		
To adopt the agreement for legal services and authorize the Mayor's signature.		

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the City of Lynden (“City”), a municipal corporation incorporated under the laws of the State of Washington, and Carmichael Clark, P.S. (“CC”), a professional service corporation incorporated under the laws of the State of Washington.

WHEREAS, the City has a regular and ongoing need for a variety of legal services as described herein; and

WHEREAS, CC provides the kind and nature of legal services as the City needs on a regular basis; and

WHEREAS, the parties believe that a contractual relationship for said legal services will be mutually beneficial;

NOW, THEREFORE, BE IT AGREED as followed:

- 1. **Scope of Work.** CC shall provide legal services to the City as described in Exhibit A to this Agreement.
- 2. **Designation of City Attorney.** Robert Carmichael, a shareholder of CC, is hereby designated as the City Attorney. As City Attorney, Mr. Carmichael shall be responsible for providing and/or overseeing the provision of legal services described in Exhibit A. Mr. Carmichael shall be consulted prior to any decision by the City to retain or use legal counsel other than CC; provided that, the City shall retain full and final authority to retain and select additional legal services from attorneys or law firms other than CC when the City determines it is in its best interest to do so.
- 3. **Payment.** Upon entry of this Agreement, CC shall provide legal services to the City based on the date ranges and hourly rates set forth in Exhibit B.
- 4. **Duration.** Unless otherwise terminated as set forth in Section 5, this Agreement shall remain in effect for a term of two (2) years. If the City continues to utilize CC for legal services after the term of this Agreement expires, the provision of said services shall be governed by the terms of this Agreement until such time as the relationship is terminated or until a new Agreement is entered.

Termination. (A) With cause. This Agreement may be terminated at any time for “just cause,” by either party by providing written notice of said termination to the other party at least ten (10) days prior to the effective date of termination. **(B) Without cause.** This Agreement may be terminated at any time by either party without cause by providing written notice of said termination to the other party at least ninety (90) days prior to the effective date of termination.

5. **Billing.** CC shall submit monthly invoices to the City for actual time spent in furtherance of providing the services described in Exhibit A since the date of the last billing. Time spent will be accounted for in increments of 1/10th of an hour. If the City objects to any portion of the invoice, it shall so notify CC within fifteen (15) days from the date of receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. The City shall pay an additional charge of one percent (1%) of the amount of the invoice per month for any payment received by CC more than sixty (60) days from receipt of the invoice; except that, the City shall not be obligated to pay any such additional charge on billings or portions of billings that are being disputed or that are not agreed upon by both parties.
6. **Out-of-pocket expenses.** Costs and expenses associated with in-house photocopies, faxes, local telephone charges, or in-county mileage charges, will be absorbed within the hourly rate and will not be billed to the City. However, other out-of-pocket expenses reasonably incurred in the course of providing legal services hereunder shall be charged to the City and will be itemized on monthly invoices, including without limitation: messenger services, overnight delivery charges, outside photocopying and printing costs, filing fees, deposition and transcript costs, witness fees, charges made by experts and consultants, long distance telephone charges, out-of-county mileage charges, and other like expenses. In all instances, CC shall notify the City prior to incurring any expected significant out-of-pocket expenses.
7. **Relationship of the parties.** The parties intend that an independent contractual relationship will be created by this Agreement. No shareholder, agent, employee, servant or representative of CC shall be deemed to be an employee or servant of the City.
8. **Assignment/subcontracting.** CC shall not assign or subcontract any portion of the work described in Exhibit A without the prior written consent of the City. A change in the firm name only shall not be considered an assignment or affect this Agreement.
9. **Malpractice Insurance.** CC shall furnish to the City and file with the City Clerk and at all times during the existence of this Agreement, maintain in full force and effect, at its own cost and expense, a professional malpractice insurance policy, with a minimum liability of \$1,000,000 per occurrence/ \$2,000,000 aggregate. Failure to maintain coverage with the limits provided herein shall be a material breach of this Agreement and cause for termination at any time. A policy naming the individual CC members, among others named in the policy, shall be considered in compliance with this provision. A Certificate of Insurance containing the aforementioned minimum limits shall be provided to the City prior to the signing of this Agreement. Written notice of cancellation or reduction in coverage shall be delivered to the City thirty (30) days in advance of the effective date thereof. Any company from which said professional malpractice insurance policy is obtained shall be approved by the state insurance commissioner pursuant to Title 48

RCW, and shall have at least an A or an A+ Best Rating.

- 10. **Professional Responsibility.** CC represents that the services provided hereunder shall be performed in a manner consistent with that level of care and skill ordinarily exercised by attorneys in similar endeavors under similar circumstances. No other representations to the City, express or implied, and no warranty or guarantee is included or intended in this Agreement.
- 11. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.
- 12. **Complete Agreement.** This Agreement constitutes the entire agreement between the City and CC. This Agreement may be modified in writing only, upon mutual agreement of the parties.

CITY OF LYNDEN

CARMICHAEL CLARK, PS

Scott Korthius, Mayor

Robert Carmichael, President

State of Washington)
) §
County of Whatcom)

I certify that I know or have satisfactory evidence that SCOTT KORTHIUS 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 the Mayor of the City of Lynden to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____
Notary Public in and for the state of Washington.
My appointment expires: _____

State of Washington)
) §
County of Whatcom)

I certify that I know or have satisfactory evidence that ROBERT CARMICHAEL 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 President of Carmichael Clark, P.S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____
Notary Public in and for the state of Washington.
My appointment expires: _____

EXHIBIT A

SCOPE OF LEGAL SERVICES

Subject to the proviso in Section 2 of the Agreement, CC shall provide the City with all services necessary to meet its needs for legal counsel and representation. Said services shall include without limitation, providing legal advice to the City Council, Mayor, City Administrator, Planning Commission, and other City officers and employees, representing the City in civil and administrative litigation, representing the City in negotiations with outside entities, reviewing and drafting contracts and ordinances as requested, and prosecution of criminal and traffic offenses.

Robert Carmichael shall act as City Attorney and shall perform the functions and duties generally associated with the position of City Attorney for the City. It is understood that Mr. Carmichael's designation as City Attorney is a material part of this Agreement and that this designation includes ultimate responsibility for carrying out the functions of the City Attorney. Mr. Carmichael will also have primary responsibility for personal attendance at all regular City Council meetings and those special City Council meetings, and other meetings of City officers and employees as requested, but may delegate responsibility for specific tasks, or attendance at specific meetings as appropriate, to other attorneys at CC.

The parties anticipate that other attorneys at CC will also provide legal services to the City, in lieu of or in addition to Mr. Carmichael. CC will seek to provide the City with timely access to CC attorneys with expertise suited to the particular legal matter at hand. For example, the parties anticipate that CC will assign responsibility for the City's municipal criminal and traffic prosecution to Greg Greenan or similarly qualified attorney. Similarly, the parties anticipate that Catherine Moore will be available in addition to Mr. Carmichael on civil municipal issues. In the event that the necessary legal expertise is not available at CC for a particular matter, CC shall so advise the City and shall assist the City in locating outside legal counsel. Under all circumstances, the City shall retain full and final decision-making authority in selecting and retaining outside legal counsel.

EXHIBIT B

HOURLY RATE SCHEDULE - LYNDEN

COMMENCING FEBRUARY 16, 2022

	<u>Time Frame / Rate</u>		
	Current	Feb. 16, 2022 – Feb. 15, 2023	Feb. 16, 2023 - Contract End Date
For partner attorneys work on civil matters:			
Bob Carmichael			
Bryan Page	\$195.00	\$202.00	\$210.00
Greg Greenan			
Bob Carmichael (or other attorney) <i>(For regular City Council meetings only)</i>	\$165.00	\$170.00	\$175.00
For municipal court prosecution:			
Greg Greenan	\$155.00	\$160.00	\$165.00
Others			
For senior associate attorney work on civil matters:			
Catherine Moore, Lisa Keeler, and Aaron Brinckerhoff	\$180.00	\$190.00	\$200.00
	\$180.00	\$185.00	\$190.00
Other associate attorney work:			
Colin Morrow, Sara Brennan, Luke Phifer and other associates			
For paralegal work:	\$85.00	\$90.00	\$90.00