

RESOLUTION NO. 24-1973

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN LIZ LOOMIS PUBLIC AFFAIRS
AND THE CITY OF LAKE FOREST PARK FOR LEVY LID
LIFT CONSULTANT SERVICES**

WHEREAS, ongoing expenditures in the city have consistently outpaced ongoing revenues; and

WHEREAS, the city has been operating with a structural deficit in the general fund due in part to only being allowed to raise the property tax levy by one percent every year; and

WHEREAS, in order to maintain the services that the city currently provides, it is necessary for the City Council to explore options for a possible levy lid lift to address the general fund deficit; and

WHEREAS, the city finds that Liz Loomis Public Affairs is qualified and experienced to provide consultant services for the city to explore a possible levy lid lift.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the professional services agreement for Consultant Services with Liz Loomis Public Affairs for a possible levy lid lift in substantially the same form as attached in Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 7th day of November, 2024.

APPROVED:

Thomas French

Thomas French (Nov 21, 2024 12:54 PST)

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: October 10, 2024
PASSED BY THE CITY COUNCIL: November 7, 2024
RESOLUTION NO.: 24-1973

EXHIBIT A

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT Agreement Title: Consultant Services with Liz Loomis Public Affairs for Levy Lid Lift Consulting Services

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **EASL, Inc.** doing business as **Liz Loomis Public Affairs** (the "Consultant"), a Washington corporation, dated this 7th day of November, 2024.

Consultant Business: Liz Loomis Public Affairs

Consultant Address: P.O. Box 2451, Snohomish, WA 98291

Consultant Phone: 425.308.6236

Contact Name Liz Loomis

Consultant e-mail: liz@llpa.biz

Federal Employee ID No.: 42-1610744

Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to explore placing a levy lid lift ballot measure before the residents; and

WHEREAS, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

WHEREAS, the City finds that Liz Loomis Public Affairs is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Levy Increase ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Liz Loomis. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than November 30, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure

to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services shall be eight thousand dollars (\$8,000) per month, not to exceed ninety-six thousand dollars (\$96,000.00) total.

B. Consultant will coordinate the expenses for printing, data, postage, and handling charges for direct mail. Local vendors will be used and the City will be billed directly by the vendor.

C. Consultant shall be reimbursed for travel expenses for in-person meetings and other eligible expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityofffp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

C. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

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

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

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

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

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

I. Public Entity Full Availability of Consultant Limits.

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Liz Loomis Public Affairs
PO Box 2451
Snohomish, WA 98291

Attn: Liz Loomis

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

	<i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF LAKE FOREST PARK WASHINGTON	Liz Loomis Public Affairs
By: _____ Thomas French, Mayor	By _____ Liz Loomis Its: CEO/Principal
Date: _____	Date: _____
ATTEST:	
_____ Matthew McLean, City Clerk	
Date: _____	
APPROVED AS TO FORM:	
_____ Kim Adams Pratt, City Attorney	
Date: _____	



LAKE FOREST PARK LEVY LID LIFT CONSULTING SERVICES (RFQ 24-03)

Prepared on August 6, 2024 by

LIZ LOOMIS
PUBLIC AFFAIRS



LIZ LOOMIS PUBLIC AFFAIRS

August 6, 2024

Mr. Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

RE: RFQ 24-03 – Lake Forest Park Levy Lid Lift Consulting Services

Dear Mr. Hill:

Liz Loomis Public Affairs is pleased to submit this Statement of Qualifications for consideration to assist with your upcoming ballot measure.

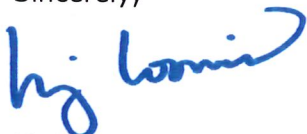
Our company has 25 years of experience working exclusively with local governments to secure needed revenue for vital public services. We value cities, police, fire/EMS, schools and public hospitals as integral to the health and well-being of communities and society.

I have included a proposal/scope of work, which addresses the experience needed for this project in total. There are also addendums, which respond to bullet points in the qualifications, bios of key staff members who would work on the project, and references from other clients. We have also listed two brief exceptions per the RFQ as the last addendum.

As a final note, I want your council and staff to know that we have extensive knowledge, relationships and experience working with the Public Disclosure Commission (in a good way). We have never had a PDC violation in 25 years, and we educate clients to maintain that record.

Please feel free to contact me with questions. Thank you again for the opportunity to submit our Statement of Qualifications.

Sincerely,



Liz Loomis

LIZ LOOMIS PUBLIC AFFAIRS

INTRODUCTION

Since 1997, Liz Loomis Public Affairs has provided strategic communication services for local governments, including fire/EMS, school and hospital districts, cities and public utilities. Our business helps local governments communicate more effectively with taxpayers to pass ballot measures for needed revenue or organizational changes.

We have a 93% win-record for elections and are knowledgeable about state law to maintain our clients' integrity with voters. New clients hire our firm because of our personalized service, accessibility, attention to detail, and the value they receive for the work that we do.

GENERAL CONSULTING

We would develop three to five **key messages** for the city that resonate with and educate the public. These messages become the basis for all communication efforts with the public and news media. Once approved by the city, the information is shared with all employees so that the message is consistent throughout the organization.

The messages are then added to a comprehensive **communications plan** that we develop and implement for the length of our contract. This scope of work also identifies the projects we will complete each month for the city.

We propose **monthly conference calls** (or calls as needed) with a select communications group to review content and materials before distribution. We also provide **public relations assistance** for our clients 24 hours a day, 7 days a week for the length of our contract.

STRATEGIES AND TACTICS FOR MESSAGE DELIVERY

An effective communications plan includes five areas for sharing our key messages. Including all five is important to reach as broad an audience as possible.

- I. Paid Communications – These are projects that the city pays to produce, whether for our labor, or printing, postage and handling for mailed pieces. Paid projects are important because we control the message, timing and delivery of information.

We would provide content for the city's **printed newsletter** based on production schedules and the **e-newsletter** once a month. We anticipate drafting brief newsletter articles for **coalition partner publications**.

We also anticipate drafting content for an **internal communication** from the City Administrator once a month to update all employees. This is usually distributed by email.

The city is allowed to do one piece of **direct mail** to all households that provides factual information about a ballot measure. We will develop a Frequently Asked Questions card and coordinate the printing and delivery of the piece to be in the mail at the same time ballots drop.

- II. Earned Media – This is the most cost-effective way to share information with the public. However, we cannot always control timing and delivery of our content.

We propose regular **news releases** to share our key messages. These could be interspersed with factual **letters to the editor** and possibly an **editorial piece** from the City Administrator or spokesperson as part of this project. **Editorial board visits** closer to the election also should be considered.

We can expect to be “trolled” on news coverage about the ballot measure. We will determine which comments need correcting and prepare **online media responses** for the city as needed.

- III.** Owned Media – We propose adding a page on the city’s **web site** with content about the levy lid lift. Additional materials to post here would include all print/paid communication pieces, earned media and others that are relevant to the project.
- IV.** Social Media – We will develop and implement a **social media strategy** for the city using its platforms to share information about the ballot measure. We also anticipate writing two to three **video scripts** for the City Administrator or spokesperson about what the ballot measure funds. All materials will be promoted and cross-posted to the city’s owned and social media accounts.
- V.** Public Outreach – There are **three phases of public outreach** during this project. First is leading up to when the City Council deliberates on the resolution to be on the ballot. After that decision is made, the spokesperson would share information about the ballot measure with community service organizations. Finally, we would plan two or three question and answer sessions with the public closer to when ballots drop.

For these events, we plan to develop a brief **PowerPoint presentation**. We will also promote that the City Administrator or spokesperson is available and welcomes invitations to share information about the levy lid lift. The city should anticipate questions coming in once ballots drop. We will prepare responses to assist the city with these inquiries.

BUDGET

[REDACTED] In addition to labor, the city should anticipate expenses for printing, data, postage, and handling charges for direct mail. Please note that we do not mark up for expenses and use local vendors who would bill the city directly. In-person meetings may incur travel expenses as well.

CONCLUSION

Thank you for the opportunity to submit a proposal for this important project. Feel free to contact me with questions at any time. The best way to reach me is by email at liz@llpa.biz or call 425-308-6236.

ADDENDUM 1: RESPONSE TO BULLET POINTS – QUALIFICATIONS

- *Experience in a public input and engagement plan and process.*

We develop public outreach plans for all our clients and have determined an effective use of staff time and venues to reach a broad spectrum of residents.

- *Experience conducting focus groups.*
- *Experience conducting community feedback sessions, including participant polling, and providing summary reports.*

I would recommend a telephone poll going into the project, and we would want to have input on the survey questions. A poll would be more cost-effective than the above suggestions. We need to reach the people who won't show up to the meetings, which is why I'm recommending a different approach than the city has proposed.

- *Experience working with the public including the ability to present detailed property tax information in an easy-to-understand format.*
- *Experience educating the public and elected officials on the structure and implementation of a levy lid lift.*

The Washington levy system is confusing. We have spent 20 years helping to educate communities and elected officials about how it works. This includes videos, print materials and social media posts. An example of our work can be found here:
<https://www.fcfd3.org/levy-info>.

- *Experience creating exceptional print and electronic media.*

We have been helping local governments raise revenue for 25+ years and have a 93% win-record for elections. The print and electronic media we create is effective, simple to understand and well-received by voters.

Examples on the following pages include an FAQ card (double sided, mailed), two social media posts, and a newsletter article written on behalf of a client, respectively:

