



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, November 10, 2022 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Please note, this link works for both the Work Session (6:00 p.m.) and Regular Meeting (7:00 p.m.).

Join Zoom Webinar:<https://us06web.zoom.us/j/89896180737>

Call into Webinar: 253-215-8782 | Webinar ID: 898 9618 0737

The City Council is providing opportunities for public comment by submitting a written comment or by joining the meeting webinar (via computer or phone) or by attending in person to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

Sign up here <https://app.waitwhile.com/welcome/comment-sign-up> between 9:00 a.m. and 5:00 p.m. on the day of the meeting to provide Oral Comments during the meeting.

If you are in person at the meeting, there is a sign in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker.

If you are attending the meeting via Zoom, in order to address the Council during the Public Comment section of the agenda, please use the “raise hand” feature at the bottom of the screen. Oral comments are limited to 3:00 minutes per speaker. Individuals wishing to speak to agenda items will be called to speak first in the order they have signed up. The City Clerk will call your name and allow you to speak. Please state your name and whether you are a resident of Lake Forest Park. The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

<https://www.cityofflp.com/615/Hybrid-City-Council-Meetings> (use CTRL+CLICK to open this link)

Written comments for public hearings will be submitted to Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. Because the City has implemented oral comments, written comments are no longer being read under Citizen Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City’s website at www.cityofflp.com

Meetings are shown on the city’s website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. Movember

B. Native American Heritage Day

5. PUBLIC HEARINGS

A. Public Hearing on the 2023-2024 Biennial Budget, 2023 Property Tax Levy, 2023 User Fees, 2023 Surface Water Utility Rate and Tax, and the 2023-2024 Sewer Utility Rates and Tax, and the 2023 Transportation Benefit District Vehicle License Fee and Sales Tax.

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)

- Staff address questions that may have been presented during public comments and from Council.

B. 2023-2024 Biennial Budget and related items - **Note: Ordinance 1259 was updated on 11/9/2022 and Exhibit A to Resolution 1866 was updated on 11/8/2022**

6. CITIZEN COMMENTS

*This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

7. CONSENT CALENDAR

The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.

A. September 26, 2022 City Council Budget and Finance Committee Special Meeting Minutes

B. October 20, 2022 City Council Budget and Finance Committee Meeting Minutes

- C. October 24, 2022 Council Committee of the Whole Meeting Notes
- D. October 27, 2022 City Council Regular Meeting Minutes
- E. City Expenditures for the Period Ending November 10, 2022
- F. Resolution 1867/Confirming Mayor's Approval of the 2022-2023 Interagency Agreement with the Washington Traffic Safety Commission for the Target Zero Program

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- A. Resolution 1869/Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Contract Agreement AG 22-001 with Gray & Osborne, Inc. for 35th Avenue NE Drainage Project
- B. Resolution 1870/Authorizing the Mayor to Sign a Professional Services Contract Agreement with The Watershed Company for Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A. Resolution 1862/Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services
- B. Resolution 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector- Phase 2: 30% Design

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 1868/Authorizing the Mayor to sign an Interlocal Agreement for the Regional Crisis Response Agency

11. COUNCIL DISCUSSION AND ACTION

- A. Declaration of the Mayor of the City of Lake Forest Park Terminating the Proclamation of Local Emergency due to COVID-19

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report
- C. City Administrator's Report

14. ADJOURN

FUTURE SCHEDULE

- Friday, November 11, 2022 City Offices closed for Veterans Day
- Thursday, November 17, 2022 City Council Budget and Finance Committee Meeting – *canceled*
- Thursday, November 17, 2022 City Council Special Meeting 6 pm *hybrid meeting (Zoom and City*

Hall)

--Thursday and Friday, November 24 and 25, 2022 City Offices closed for --Thanksgiving and Native American Heritage Day

--Thursday, December 8, 2022 City Council Work Session Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, December 8, 2022 City Council Regular Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, December 15, 2022 City Council Budget and Finance Committee Meeting – *canceled*

--Monday, December 26, 2022 City Hall closed for Christmas (observed)

As allowed by law, the Council may add and take action on items not listed on the agenda

Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.



PROCLAMATION

WHEREAS, the global charity Movember Foundation’s vision is to have an everlasting impact on the face of men’s health; and

WHEREAS, the Movember community of over 5 million men and women have raised over \$650 million, funding over 1000 programs in 21 countries – this work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health problems; and

WHEREAS, men are dying on average 6 years earlier than women and for largely preventable reasons; and

WHEREAS, 1 in 7 men will be diagnosed with prostate cancer in his lifetime and treatment options for prostate cancer vary depending on a man’s age, stage and grade of his cancer, as well as his other existing medical conditions; and

WHEREAS, testicular cancer is the most common cancer in males between the ages of 15 and 34; and

WHEREAS, 1 in 4 adults in the U.S. will experience a mental health problem in any given year and 87 men in the U.S. die by suicide every day; and across the world, one man dies by suicide every minute of every day, with males accounting for 75% of all suicides; and

WHEREAS, “MOVING” can reduce your risk of heart disease, diabetes, and cancer by up to 50% and lower your risk of early death by up to 30%; and

WHEREAS, Lake Forest Park joins communities across our nation to challenge men to grow and women to support a moustache or to make a commitment to get active and MOVE, both of which spark conversations and raise vital funds and awareness for men’s health.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 2022 as

Month of Movember

and urge all members of our community to join in recognizing this significant occasion and join the movement to change the face of men’s health

Signed this 10th day of November, 2022.

Jeff Johnson, Mayor



PROCLAMATION

Recognizing Native American Heritage Month

WHEREAS, Native American Heritage Month is recognized annually to honor Indigenous cultures, histories, traditions, art, and achievements; and

WHEREAS, in the face of broken treaties, violent displacement, and genocide, Native Americans have persevered and continued with remarkable strength, resistance, resilience, and self-determination; and

WHEREAS, Native Americans, including local Duwamish, Snoqualmie, Snohomish, Suquamish, Tulalip, and many others have been protectors and stewards of our natural resources and environment since time immemorial; and

WHEREAS, the City of Lake Forest Park values the many contributions made to society by Native people in technology, science, philosophy, the arts; and especially our local Indigenous volunteers and leaders; and

WHEREAS, the City of Lake Forest Park recognizes that we must work to combat the impacts of discrimination and racist policies on Native people, past and present, and eliminate inequities stemming from colonization.

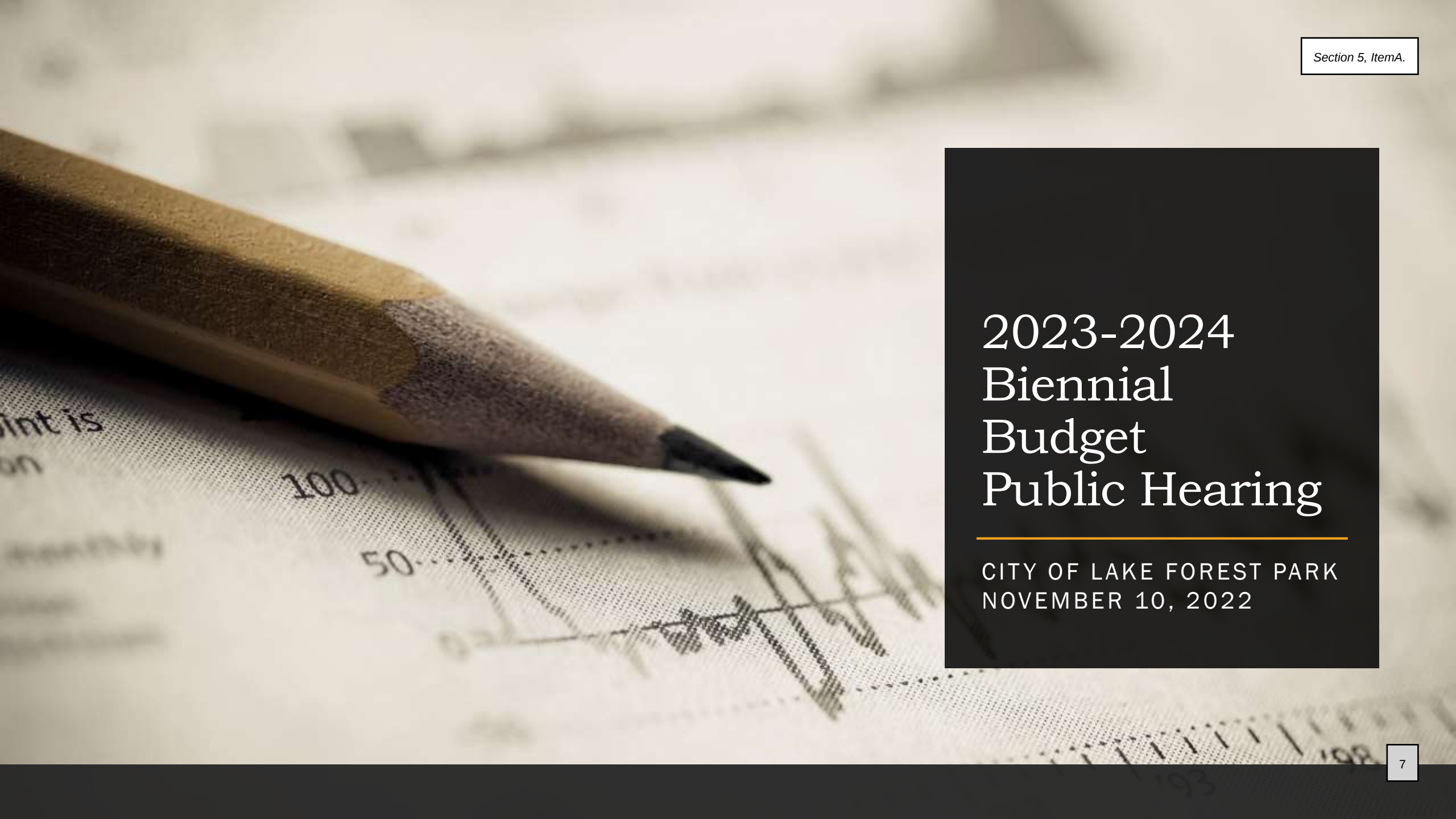
NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November as

Native American Heritage Month

and encourage all residents to learn more and support the work of Native people and organizations.

Signed this 10th day of November, 2022.

Jeff Johnson, Mayor



2023-2024 Biennial Budget Public Hearing

CITY OF LAKE FOREST PARK
NOVEMBER 10, 2022

Public Hearing Overview

- 1) Overview Presentation by Finance Director
- 2) Questions/Comments from City Council
- 3) Open Public Hearing for Citizen Comments
3 minutes per speaker

2023 Property Tax Levy Public Hearing

City Adopts Annually

Proposed 2023 Property Tax Levy	
2022 Regular Property Tax Levy	3,382,585
Increase Over Prior Year Levy	33,826
Subtotal of Levy Amount	3,416,411
New Construction Value	17,865
Relevy of Prior Year Refunds	19,594
Subtotal for Current Allowable Levy	3,453,870
<i>Estimate High for Additional Changes</i>	<i>40,000</i>
2023 Property Tax Levy	3,493,870

Property Tax Public Hearing

Proposed 2023 Property Tax Levy	
2022 Regular Property Tax Levy	3,382,585
Increase Over Prior Year Levy	33,826
Subtotal of Levy Amount	3,416,411

Current Levy Rate for 2022
\$0.83814

Proposed Levy Rate for 2023 (Preliminary 10/6/22)
\$0.70430

Calculation:

$(\text{Assessed Value} / 1,000) * \text{Levy Rate}$

Example:

Median Property Value \$ 676,400
(Mayor's Proposed Budget page 16)

$(\$617,000 / 1,000) * \$0.83814 = \$517.13$
Median Value 2022 \$617,000

$(\$676,400 / 1,000) * \$0.70430 = \$476.39$
Median Value 2023 \$676,400

Assessed Values



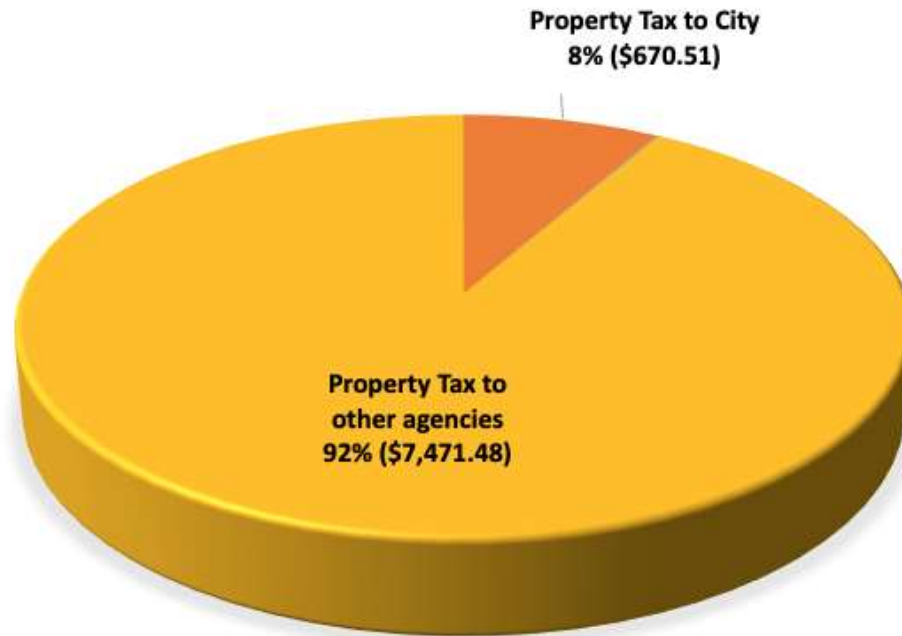
Levy Rate will



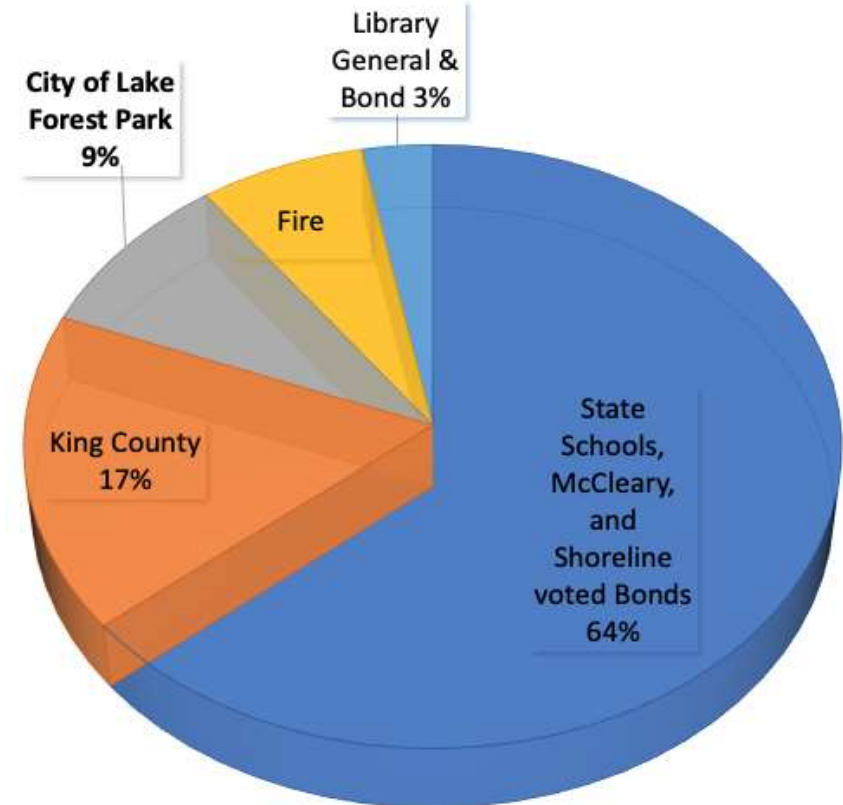
****No matter how much the assessed value in the City increases, the City's levy may increase only 1%***

Property Tax

PROPERTY TAX BREAKDOWN



PROPERTY TAX DISTRIBUTION



Proposed Sewer Rate Increases

\$3.45 monthly increase 2023

\$3.62 monthly increase 2024

Monthly Residential Rates

	2022	2023	2024
County	49.27	52.11	55.11
City	20.16	20.77	21.39
	\$ 69.43	\$ 72.88	\$ 76.50
Monthly Increase:	\$ 3.04	\$ 3.45	\$ 3.62
Total Increase	4.6%	5.0%	5.0%
County Portion	4.0%	5.75%	5.75%
City Portion	6%	3.0%	3.0%

Commercial & Multi-Family (consumption based)

	2022	2023	2024
County	6.22	6.57	6.95
City	4.08	4.20	4.33
	10.30	10.78	11.28
Monthly Increase:	\$ 0.47	\$ 0.48	\$ 0.50
% Increase:	4.8%	5%	5%

Residents are billed **bimonthly \$145.76**

Proposed Surface Water Rates Increase

- Annual increase **\$22.39** - Single family residential
- Supports Operating & Capital Surface Water Funds
 - 10% rate increase
- Adopt annually, like property tax

Surface Water				
class	class description	2022 rate	2023 rate	Difference
1	single family residential	\$223.85	\$246.24	\$22.39
2	very light (0-10% impervious area)	\$223.85	\$246.24	\$22.39
3	light (10-20% IA)	\$538.05	\$591.86	\$53.81
4	moderate (20-45% IA)	\$1,082.11	\$1,190.32	\$108.21
5	moderately heavy (45-65% IA)	\$2,089.56	\$2,298.52	\$208.96
6	heavy (65-85% IA)	\$2,649.23	\$2,914.15	\$264.92
7	very heavy (85-100% IA)	\$3,470.15	\$3,817.17	\$347.02

Household Example: Utility Rate Increase

Lake Forest Park Residential Customer

Increase:

Monthly about \$ 5.32

Annually \$ 63.79

2023 Monthly:

Sewer Rate	\$72.88
Surface Water	<u>\$20.52</u>
Total	\$93.40

2023 Annually:

Sewer Rate	\$ 874.56
Surface Water	<u>\$ 246.24</u>
Total	\$1,120.80

2022 Monthly:

Sewer Rate	\$69.43
Surface Water	<u>\$18.65</u> (rounded)
Total	\$88.08

2022 Annually:

Sewer Rate	\$ 833.16
Surface Water	<u>\$ 223.85</u>
Total	\$1,057.01

User Fee Rate Increases

- 1) Building Code – fees vary for individual permits and services
- 2) False Alarm Fines from \$50-100 to \$52-\$103
- 3) Passport Photos from \$16 to \$20
- 4) Sewer Water Rate increase \$3.45/month
Residential from \$69.43 to \$72.88
- 5) Surface Water Rate increase \$22.39 annually
Single Family Residential from \$223.85 to \$246.24
- 6) Technology Fee from 5% to 10%
 - Planning, Building, Telecommunications, Photocopies/records

City Council Questions/Comments

❖ Open Public Hearing: 2023-2024 Biennial Budget

Public Hearing New Revenue

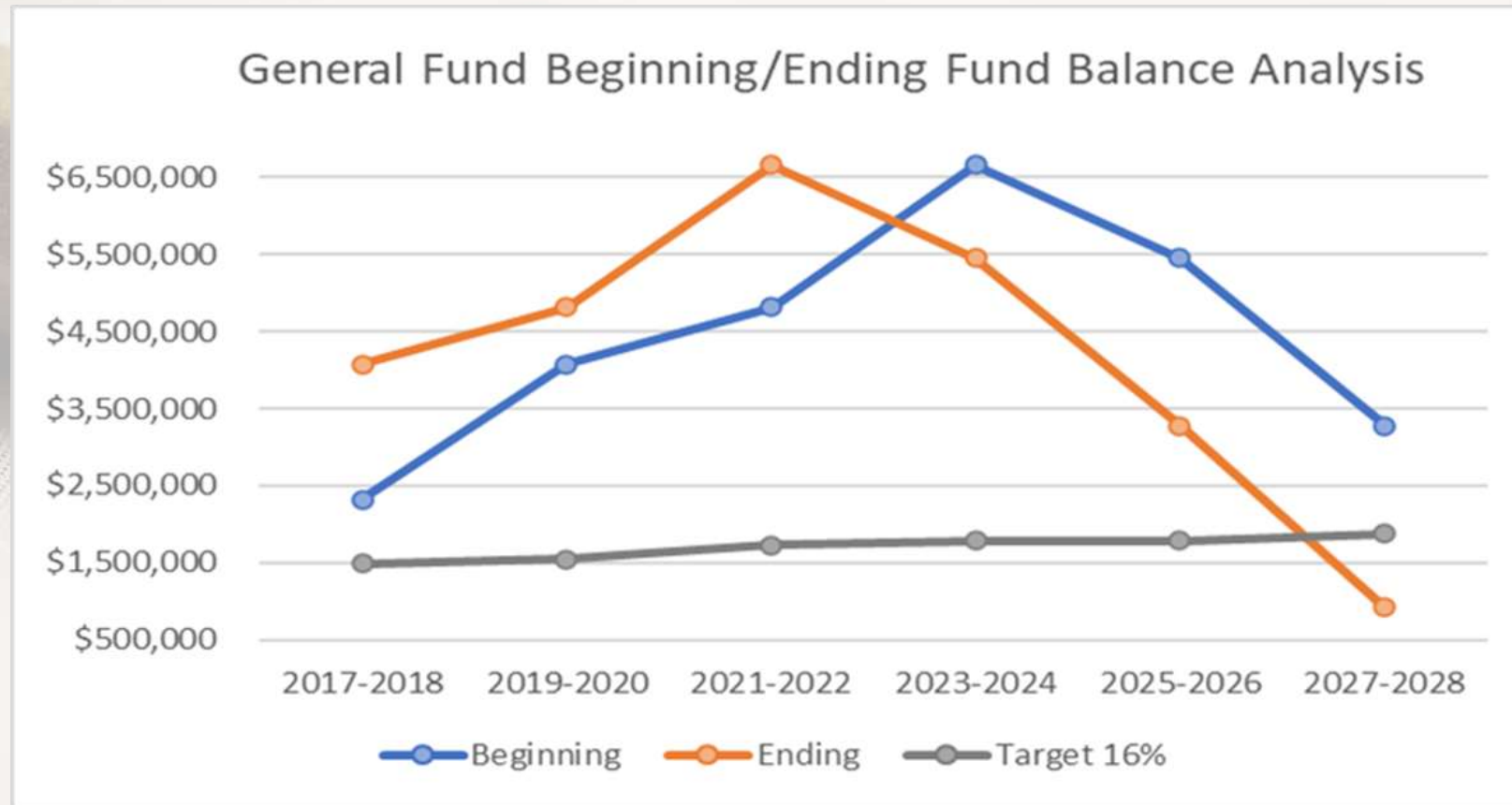
CITY OF LAKE FOREST PARK
NOVEMBER 10, 2022

Public Hearing Overview

1. Overview Presentation
2. Question/Comments from City Council
3. Open Public Hearing for Citizen Comments

3 minutes per speaker

Six Year Forecast



OPTIONAL / ADDITIONAL REVENUE INCREASES

Revenue Source	Increase	New Transportation Revenue	New General Fund Revenue
TBD VLF	\$10	\$ 109,000	
TBD Sales Tax	0.10%	\$ 150,000	
Sewer Utility Tax	6%		\$ 192,911
Surface Water Utility Tax	6%		\$ 79,194
Annual Total		\$ 259,000	\$ 272,105
Biennial Total		\$ 518,000	\$ 544,210

Sewer Utility Tax

Monthly Residential Rates			
		2022	2023
	County	\$49.27	\$52.11
	City	\$20.16	\$20.77
	Total	\$69.43	\$72.88
	Utility Tax 6%		\$ 4.37
	Monthly Sewer Invoice		\$77.25
	Annual Increase		\$52.47

Commercial & Multi-Family (consumption based)			
		2022	2023
	County	\$ 6.22	\$ 6.57
	City	\$ 4.08	\$ 4.20
	Total	\$10.30	\$10.78
	Utility Tax 6%		\$ 0.65
	Sewer Invoice Rate		\$11.42
	Rate Increase		\$ 7.76
	per hundred cubic feet (ccf)		
	per unit of business		

Surface Water Utility Tax

Surface Water							
class	class description	type	2022 fee	10%	proposed rate increase '23	6% utility tax	Including 6% utility tax 2023
1	single family residential	house	\$ 223.85	\$ 22.39	\$ 246.24	\$ 14.77	\$ 261.01
2	very light (0-10 IA)	commercial unit	\$ 223.85	\$ 22.39	\$ 246.24	\$ 14.77	\$ 261.01
3	light (10-20% IA)	commercial unit	\$ 538.05	\$ 53.81	\$ 591.86	\$ 35.51	\$ 627.37
4	moderate (20-45% IA)	commercial unit	\$ 1,082.11	\$ 108.21	\$ 1,190.32	\$ 71.42	\$ 1,261.74
5	moderately heavy (45-65% IA)	commercial unit	\$ 2,089.56	\$ 208.96	\$ 2,298.52	\$ 137.91	\$ 2,436.43
6	heavy (65-85% IA)	commercial unit	\$ 2,649.23	\$ 264.92	\$ 2,914.15	\$ 174.85	\$ 3,089.00
7	very heavy (85-100% IA)	commercial unit	\$ 3,470.15	\$ 347.02	\$ 3,817.17	\$ 229.03	\$ 4,046.19

Household Example: New Revenue

Lake Forest Park Residential Customer

Total Annual 2023 Increase \$63.79 2022 Rates: Sewer \$69.43 (\$41.40) Surface Water \$223.85 (\$22.39)

Annual new revenue increase \$ 87.24

Annual rate and new revenue \$151.03

2023 (w/rate increases) \$1,120.80

Vehicle Licensing Fee \$ 20.00 (assuming 2 vehicles/household at \$10)

Sales Tax would vary per household

Sewer Utility Tax 6% \$ 52.47 (based on proposed 2023 annual sewer rate of \$874.56)

SW Utility Tax 6% \$ 14.77 (based on proposed 2023 annual surface water rate of \$246.24)

Total \$1,208.04

City Council Questions/Comments

❖ **Open Public Hearing:** New Revenue



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director
Title	2023-2024 Biennial Budget and related items

Legislative History

- First Presentation - September 8, 2022 Mayor’s Proposed 2023-2024 Biennial Budget
 - Second Presentation – October 27, 2022 Public Hearing
 - Third Presentation – November 10, 2022 Public Hearing
-

Attachments:

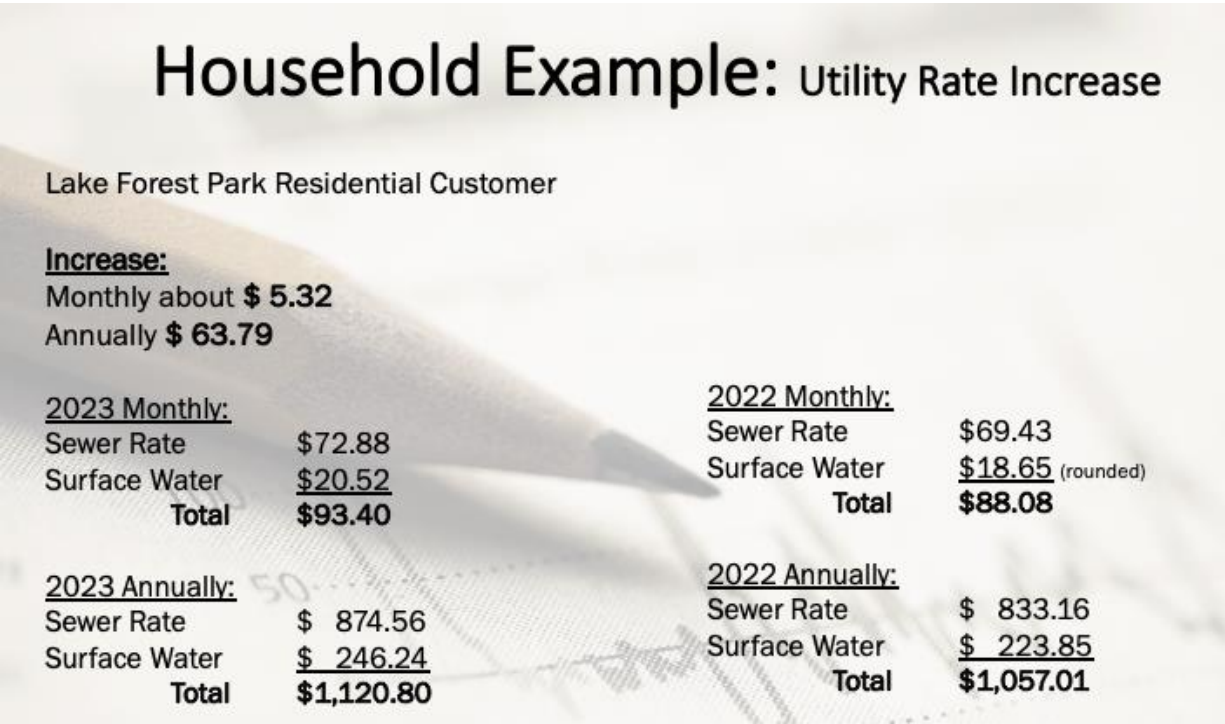
1. Ordinance 1256 Adopting the 2023-2024 Biennial Budget and attachments
 2. Ordinance 1255 Adopting the 2023 Property Tax Levy
 3. Ordinance 1257 Adopting an updated Vehicle Licensing Fee
 4. Ordinance 1258 Imposing a 1/10th of One Percent Sales & Use Tax in the Transportation Benefit District
 5. Ordinance 1259 Creating Chapter 3.19 Sewer, Stormwater, and Surface Water utility tax
 6. Resolution 1864 Adopting the 2023 Surface Water Rate
 7. Resolution 1865 Adopting the 2023-2024 Sewer Rates
 8. Resolution 1866 Adopting the 2023 User Fees
-

Executive Summary

The 2023-2024 budget is balanced through the use of approximately \$1.3M in one-time funds generated during the 2021-2022 biennium, as ongoing expenditures continue to outpace ongoing revenues. The Mayor’s Proposed Budget has cautiously begun increasing the revenues from the sharp downturn related to the pandemic. Departments were instructed for this biennium to take a “zero-based” budget approach identifying the need for each budget line item and not relying on past history in building any particular budget. The 2023-2024 budget also includes a 1% property tax levy increase as allowed by law through the action of the City Council.

King County’s sewer charges will be increased by 5.75%, which equals a \$2.84 monthly increase to City of Lake Forest Park residents that will have to be passed through as a rate increase. The rate increase will go into effect on January 1, 2023. The City has also included a rate increase of 6% based on a 2004 rate study that will go into effect on January 1, 2023. That will increase the sewer rate by \$0.61 per month. Both rate increases were included in the 2023-2024 biennial budget.

To address the ongoing maintenance and operations costs associated with the City’s surface water infrastructure, the 2023-2024 budget includes a 10% increase to surface water rates which equals a \$1.87 monthly increase for City of Lake Forest Park residents.



New Revenue

After long and thoughtful consideration, the City Council has directed the administration to include the following new revenue sources to begin addressing the ongoing deficit between revenues and expenditures.

- Transportation Benefit District Vehicle Licensing Fee Increase - \$10.00 per vehicle
- Transportation Benefit District Sales Tax - 0.10% on purchases within the corporate limits of Lake Forest Park

- Sewer Utility Tax – 6%
- Surface Water Utility Tax – 6%

The example below represents the new (2023) annual cost to a residential customer of \$1,120.80 which is inclusive of the proposed rate increases to both utilities, the proposed utility taxes, and the increase in vehicle licensing fees, assuming 2 vehicles per household as compared to the 2022 annual cost of \$1,208.04, an annual increase of \$87.24, or roughly \$7.27 per month.

HOUSEHOLD EXAMPLE: NEW REVENUE

Lake Forest Park Residential Customer

2023 Annually:

2023 (w/rate increases)	\$1,120.80
Vehicle Licensing Fee	\$ 20.00 (assuming 2 vehicles/household at \$10)
Sales Tax would vary per household	
Sewer Utility Tax 6%	\$ 52.47 (based on proposed 2023 annual sewer rate of \$874.56)
SW Utility Tax 6%	\$ 14.77 (based on proposed 2023 annual surface water rate of \$246.24)
Total	\$1,208.04

Annual increase about \$ 87.24

Background

The City adopts a biennial budget every other year in even-numbered years. The budget process begins with the Mayor proposing a budget, followed by City Council deliberations on the Mayor’s proposal and public hearings. The City Council can make any changes that it desires to the Mayor’s proposal and when the City Council has a budget that it is satisfied with, then the City Council moves to adopt the budget. The budget ordinance will be the result of this process. The budget must be adopted by December 31 to ensure the continuity of city services.

The currently proposed budget will continue existing levels of service for all city services. The Mayor’s Proposed 2023-2024 Biennial Budget and video recordings of the Budget and Finance Committee budget deliberations are all posted and available on the City’s website.

Fiscal & Policy Implications

The proposed 2023-2024 budget ordinance will provide funding for city services through December 31, 2024. The proposed budget is balanced while using some one-time funds to supplement where ongoing revenues lag ongoing expenditures and maintains reserves in accordance with the City’s adopted financial policy.

Staff Recommendation

Hold and close the public hearing on November 10, 2023, and November 17, 2022, for the 2023-2024 biennial budget and associated rates and taxes.

ORDINANCE NO. 1256

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2023-2024, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City of Lake Forest Park’s budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a budget for fiscal years 2023-2024 has been prepared and filed, public hearings have been held for the purpose of fixing the final budget, and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; and

WHEREAS, the budget maintains levels of service for most City services and makes strategic investments in areas aligned with the City Council’s strategic plan goal areas; and

WHEREAS, the City is required by RCW 35A.34.120 to include all revenues and expenditures for each fund in the adopted budget; and

WHEREAS, the budget is balanced per City Policy; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2023-2024. The budget for the City of Lake Forest Park for the period January 1, 2023 through December 31, 2024 as determined in the 2023-2024 Mayor’s Proposed Budget and amended by the City Council.

Section 2. SUMMARY OF REVENUES AND EXPENDITURES. The Budget sets forth totals of estimated revenues and expenditures of each separate fund, and the aggregate totals for all such funds as summarized below:

<u>Fund No.</u>	<u>Fund</u>	<u>2023-2024</u>			<u>Projected Ending Fund Balance 2024</u>
		<u>Projected Beginning Fund Balance 2023</u>	<u>2023-2024 Revenue</u>	<u>2023-2024 Expenditure</u>	
001	General Fund	\$ 6,660,291	\$ 22,536,746	\$ 23,580,779	\$ 5,616,258
101	Street Fund	\$ 608,292	\$ 1,620,500	\$ 1,616,301	\$ 612,491
102	Council Contingency Fund	\$ 732,349	\$ 10,000	\$ -	\$ 742,349
104	Transportation Benefit District	\$ 748,901	\$ 1,115,000	\$ 804,686	\$ 1,059,215
105	Budget Stabilization Fund	\$ 319,093	\$ 2,000	\$ -	\$ 321,093
106	Strategic Opportunity Fund	\$ 70,811	\$ 627,000	\$ 362,000	\$ 335,811
107	ARPA Fund	\$ 2,368,700	\$ -	\$ 1,230,000	\$ 1,138,700
301	Capital Improvement Fund	\$ 1,702,512	\$ 1,137,000	\$ 309,000	\$ 2,530,512
302	Transportation Capital Fund	\$ 1,810,842	\$ 5,174,285	\$ 6,573,466	\$ 411,661
303	Facilities Maintenance Fund	\$ 806,036	\$ 306,000	\$ 685,500	\$ 426,536
401	Sewer Utility Fund	\$ 667,331	\$ 7,393,788	\$ 7,578,080	\$ 483,039
402	Sewer Capital Fund	\$ 3,565,492	\$ 270,000	\$ 90,000	\$ 3,745,492
403	Surface Water Utility Fund	\$ 735,402	\$ 3,069,481	\$ 3,140,809	\$ 664,074
404	Surface Water Capital Fund	\$ 1,113,115	\$ 925,000	\$ 1,076,000	\$ 962,115
406	Sewer Bond Reserve Fund	\$ 106,847	\$ 2,000	\$ -	\$ 108,847
407	PW Trust Fund Repayment Fund	\$ 639,272	\$ 495,500	\$ 488,004	\$ 646,768
501	Veh. & Equip. Replacement Fund	\$ 562,849	\$ 1,262,670	\$ 577,300	\$ 1,248,219
502	IT Replacement Fund	\$ 150,000	\$ 309,154	\$ 336,533	\$ 122,621

Section 3. SALARY SCHEDULES FOR 2023 AND 2024. The salary schedule and full-time employee authorization request submitted to the City Council by the Administration with the Budget is attached in Exhibit A.

Section 4. PROVISIO. The Administration, Mayor, and Council worked together to create the attached proviso in Exhibit B. The proviso shown in Exhibit B will be revisited as part of the Budget Amendment and Mid-Biennial Budget Amendment Process.

Section 5. COPIES OF THE BUDGET TO BE FILED. The City Clerk is directed to transmit a complete copy of the Budget as adopted to the Office of the State Auditor and to the Association of Washington Cities as required by RCW 35A.34.120.

Section 6. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 17th day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

2023 Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7.00						600
Executive							
Mayor	0.50						3,000
City Administrator	1.00						16,509
Human Resources Director	1.00	7,905	8,432	8,959	9,486	10,013	10,540
	2.50						
Judicial							
Municipal Court Judge	0.60						16,604
Court Administrator	1.00	6,957	7,421	7,885	8,349	8,813	9,277
Court Clerk	2.50	4,377	4,669	4,961	5,252	5,544	5,836
Probation Officer	0.20	5,585	5,957	6,330	6,702	7,074	7,447
Pro-tem Judges		\$65 per hour					
	4.30						
Municipal							
City Clerk	1.00	7,009	7,475	7,943	8,411	8,878	9,345
Deputy City Clerk	1.00	5,683	6,061	6,440	6,819	7,198	7,577
Records Mgmt. & Office Support	0.85	4,262	4,546	4,830	5,114	5,398	5,683
Receptionist / Office Clerk	1.00	4,130	4,406	4,682	4,957	5,233	5,507
Passport Clerk	1.00	3,698	3,944	4,190	4,438	4,684	4,930
	4.85						
Finance							
Finance Director	1.00	9,483	10,115	10,747	11,379	12,012	12,643
Accounting Supervisor	1.00	6,665	7,109	7,553	7,998	8,442	8,886
Accountant	1.00	4,534	4,836	5,137	5,441	5,742	6,044
Utility and Payroll Analyst	1.00	5,278	5,630	5,982	6,334	6,686	7,037
Information System Manager	1.00	8,157	8,700	9,244	9,788	10,332	10,876
Accounting Clerk	0.60	4,342	4,632	4,921	5,210	5,500	5,789
	5.60						
Planning							
Planning Director	1.00	9,133	9,742	10,350	10,960	11,569	12,177
Senior Planner	1.00	6,688	7,135	7,580	8,026	8,471	8,918
Assistant Planner	1.00	5,065	5,402	5,740	6,078	6,415	6,753
Arborist	0.75						7,802
	3.75						
Building							
Building Official	1.00	7,176	7,654	8,132	8,611	9,089	9,568
Permit Technician	0.75	4,586	4,891	5,197	5,502	5,808	6,113
	1.75						
Emergency Management							
Emergency Manager	1.00	7,848	8,062	8,276	8,490	8,704	8,918
	1.00						

Police

Police Chief	1.00						14,206
Lieutenant	2.00	7,920	8,449	8,976	9,504	10,032	10,560
Sergeant 2	3.00						9,025
Sergeant 1	1.00						8,573
Police Officer	9.00	6,105	6,587	7,111	7,628		
Detective	2.00	6,715	7,246	7,822	8,391		
Traffic	1.00	6,410	6,916	7,467	8,010		
K-9	1.00	6,410	6,916	7,467	8,010		
Support Services Officer	1.00	4,850	5,197	5,542	5,898		
Records Specialist	2.00	4,680	4,847	5,013	5,177	5,342	5,508
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431
	<u>23.35</u>						

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)

Public Works Director	1.00	10,683	11,003	11,691	12,378	13,066	13,754
Senior Project Manager	1.00	7,500	7,912	8,407	8,902	9,397	9,891
Project Manager	1.00	6,461	6,892	7,322	7,753	8,184	8,615
Public Works Superintendent	1.00	6,077	6,483	6,887	7,292	7,698	8,102
Environmental & Sustainability Specialist	1.00	5,746	6,129	6,512	6,896	7,279	7,662
PW Admin. Assistant	0.50	4,534	4,836	5,137	5,441	5,742	6,044
Lead Maintenance Worker	2.00	5,742	5,945	6,151	6,348	6,553	6,755
Maintenance Worker	4.00	5,342	5,530	5,718	5,907	6,096	6,284
Seasonal Maintenance Worker	1.00	Seasonal up to 1.0 FTE at Market Rate					
	<u>12.50</u>						

Total Positions in Budget **59.60**

2024 Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7.00						600
Executive							
Mayor	0.50						3,000
City Administrator	1.00						17,004
Human Resources Director	1.00	8,142	8,685	9,228	9,771	10,314	10,857
	2.50						
Judicial							
Municipal Court Judge	0.60						17,102
Court Administrator	1.00	7,166	7,644	8,121	8,599	9,077	9,555
Court Clerk	2.50	4,508	4,809	5,109	5,410	5,710	6,011
Probation Officer	0.20	5,753	6,136	6,520	6,903	7,287	7,670
Pro-tem Judges		\$65 per hour					
	4.30						
Municipal							
City Clerk	1.00	7,219	7,700	8,181	8,663	9,145	9,625
Deputy City Clerk	1.00	5,853	6,243	6,634	7,024	7,414	7,804
Records Mgmt. & Office Support	0.85	4,390	4,682	4,975	5,268	5,560	5,853
Receptionist / Office Clerk	1.00	4,254	4,539	4,823	5,106	5,390	5,673
Passport Clerk	1.00	3,809	4,062	4,316	4,571	4,824	5,078
	4.85						
Finance							
Finance Director	1.00	9,767	10,418	11,070	11,721	12,372	13,022
Accounting Supervisor	1.00	6,865	7,322	7,780	8,238	8,695	9,153
Accountant	1.00	4,670	4,981	5,292	5,604	5,915	6,226
Utility and Payroll Analyst	1.00	5,437	5,799	6,161	6,524	6,886	7,249
Information Systems Manager	1.00	8,401	8,961	9,522	10,082	10,642	11,202
Accounting Clerk	0.60	4,472	4,771	5,069	5,367	5,665	5,963
	5.60						
Planning							
Planning Director	1.00	9,407	10,034	10,661	11,289	11,916	12,543
Senior Planner	1.00	6,888	7,349	7,807	8,267	8,726	9,186
Assistant Planner	1.00	5,217	5,565	5,912	6,260	6,608	6,956
Arborist	0.75						8,036
	3.75						
Building							
Building Official	1.00	7,391	7,884	8,376	8,869	9,362	9,855
Permit Technician	0.75	4,723	5,038	5,353	5,667	5,982	6,297
	1.75						
Emergency Management							
Emergency Manager	1.00	8,084	8,304	8,525	8,745	8,965	9,186
	1.00						

Police

Police Chief	1.00						14,632
Lieutenant	2.00	8,157	8,702	9,246	9,789	10,333	10,877
Sergeant 2	3.00						9,296
Sergeant 1	1.00						8,830
Police Officer	9.00	6,288	6,784	7,324	7,857		
Detective	2.00	6,917	7,463	8,057	8,643		
Traffic	1.00	6,602	7,124	7,691	8,250		
K-9	1.00	6,602	7,124	7,691	8,250		
Support Services Officer	1.00	4,996	5,353	5,709	6,075		
Records Specialist	2.00	4,821	4,993	5,163	5,332	5,502	5,674
Domestic Violence Advocate	0.35	4,968	5,299	5,630	5,962	6,293	6,624
	<u>23.35</u>						

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)

Public Works Director	1.00	11,003	11,333	12,042	12,750	13,458	14,167
Senior Project Manager	1.00	7,725	8,150	8,659	9,169	9,679	10,188
Project Manager	1.00	6,655	7,099	7,542	7,986	8,429	8,873
Public Works Superintendent	1.00	6,259	6,677	7,094	7,511	7,929	8,345
Environmental & Sustainability Specialist	1.00	5,919	6,313	6,708	7,102	7,497	7,892
PW Admin. Assistant	0.50	4,670	4,981	5,292	5,604	5,915	6,226
Lead Maintenance Worker	2.00	5,742	5,945	6,151	6,348	6,553	6,755
Maintenance Worker	4.00	5,342	5,530	5,718	5,907	6,096	6,284
Seasonal Maintenance Worker	1.00						
	<u>12.50</u>						

Seasonal up to 1.0 FTE at Market Rate

Total Positions in Budget 59.60

ORDINANCE NO. 1255**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING PROPERTY TAX FOR THE CALENDAR YEAR 2023 AND MAKING PROVISION FOR INCREASES AS ALLOWED BY LAW, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Lake Forest Park has met and considered its budget for calendar years 2023-2024; and

WHEREAS, the City Council, in the course of considering the budget for 2023-2024, has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony from the citizens of Lake Forest Park, determined that the City of Lake Forest Park adopt a regular levy in the amount of \$3,493,870, which levy amount includes an increase in property tax revenue from the previous year, amounts resulting from the addition of new construction, an increase in state-assessed property and improvements to the property, any increase in the value of the state-assessed property, and refunds made in 2022. The levy amounts are requested in order to discharge the expected expenses and obligations of the City; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Property Tax Levy. The City of Lake Forest Park hereby levies a 2023 regular property tax in the amount of Three Million, Four Hundred Ninety-three Thousand, Eight Hundred Seventy and 00/100 Dollars (\$3,493,870). The levy amount is inclusive of additional revenue resulting from the addition of new construction and improvements to the property, any increase in the value of the state-assessed property, any additional amounts resulting from any annexations that have occurred, and refunds made.

Section 2. Eighty-two One Hundredths (0.82%) Percent Property Tax Levy Amount Increase, Thirty-three Thousand, Eight Hundred Twenty-six Dollars (\$33,826). The regular property tax levy above includes Thirty-three Thousand, Eight Hundred Twenty-six Dollars (\$33,826) increase, which represents an eighty-two one-hundredths (0.82%) percent increase to the amount of the 2022 regular property tax levy, exclusive of new construction and improvements to property and any increase in the value of state assessed property, increases in the utility value and any additional amounts resulting from any annexations that have occurred, and refunds made.

Section 3. SEVERABILITY. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this _____ day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted:
Posted:
Published:
Effective:

PRELIMINARY**LEVY LIMIT WORKSHEET – 2023 Tax Roll****TAXING DISTRICT: City of Lake Forest Park**

The following determination of your regular levy limit for 2023 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Fire District 16
Annexed to Library District

(Note 1)

Estimated Fire rate: 0.44792
Estimated Library rate: 0.23473

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
3,382,585	Levy basis for calculation: (2022 Limit Factor) (Note 2)	3,382,585
1.0100	x Limit Factor	1.0646
3,416,411	= Levy	3,600,999
21,315,239	Local new construction	21,315,239
0	+ Increase in utility value (Note 3)	0
21,315,239	= Total new construction	21,315,239
0.83814	x Last year's regular levy rate	0.83814
17,865	= New construction levy	17,865
3,434,276	Total Limit Factor Levy	3,618,864
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
3,434,276	Total Limit Factor Levy + new lid lifts	3,618,864
4,903,979,367	÷ Regular levy assessed value less annexations	4,903,979,367
0.70030	= Annexation rate (cannot exceed statutory maximum rate)	0.73794
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
3,434,276	+ Limit Factor Levy	3,618,864
3,434,276	= Total RCW 84.55 levy	3,618,864
19,594	+ Relevy for prior year refunds (Note 5)	19,594
3,453,870	= Total RCW 84.55 levy + refunds	3,638,458
Levy Correction: Year of Error _____ (+or-)		
3,453,870	ALLOWABLE LEVY (Note 6)	3,638,458
Increase Information (Note 7)		
0.70430	Levy rate based on allowable levy	0.74194
3,388,626	Last year's ACTUAL regular levy	3,388,626
27,785	Dollar increase over last year other than N/C – Annex	212,373
0.82%	Percent increase over last year other than N/C – Annex	6.27%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	4,903,979,367
	x Maximum statutory rate	2.91735
	= Maximum statutory levy	14,306,624
	+Omitted assessments levy	0
	=Maximum statutory levy	14,306,624
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.
Please read carefully the notes on the reverse side.

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted assessments are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***

ORDINANCE NO. 1257**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, INCREASING THE TRANSPORTATION BENEFIT DISTRICT ANNUAL VEHICLE LICENSE FEE, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake Forest Park Transportation Benefit District (“the District”) was established in chapter 12.35 of the Lake Forest Park Municipal Code (“LFPMC”) pursuant to RCW 35.21.225 and chapter 36.73 RCW by Ordinance No. 983 in October 2008; and

WHEREAS, in November 2015, by Ordinance No. 1107, the Lake Forest Park City Council assumed the rights, immunities, functions, and obligations of the District; and

[Click here to enter text.](#)

WHEREAS, in LFPMC 12.35.010 the City established the boundaries of the District, which are coterminous with the boundaries of the corporate limits of the City; and

WHEREAS, LFPMC 12.35.030 provides that funds generated by the District shall be used for transportation improvements that preserve, maintain, and operate the planned and/or existing transportation infrastructure of the City/District in accord with the requirements of chapter 36.73 RCW; and

WHEREAS, RCW 36.73.065(4)(a)(iii) authorizes transportation benefit districts to impose, by a majority vote of the governing body, a fee of up to \$50.00 of the vehicle fee authorized in RCW 82.80.140 if a vehicle fee of \$40.00 has been imposed for at least 24 months and the City complies with the provisions in RCW 36.73.065(6) regarding a possible petition and citizen vote process; and

WHEREAS, in accordance with RCW 82.80.140(4), the new vehicle license fee may not be collected until six (6) months after approval of this action by the City Council; and

WHEREAS, the City Council finds it has been at least 24 months since the District’s vehicle license fee has been \$40.00, and it is in the best interest of the City/District to increase the vehicle license fee by an amount \$10.00 to a total of \$50.00 for the purpose of preserving, maintaining, operating, constructing, or reconstructing the transportation infrastructure of the City/District and funding transportation improvements

within the City/District that are consistent with chapter 36.73 RCW and chapter 12.35 LFPMC; and

WHEREAS, on November 10, 2022, the City Council as the governing board of the District, held a public hearing regarding this matter, has given this matter careful review and consideration, and finds that the best interest of the City will be served by passage of this Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. INCORPORATION OF RECITALS . The above recitals are incorporated as though fully set forth herein.

Section 2. ANNUAL VEHICLE LICENSE FEE INCREASED . The City Council of Lake Forest Park as the governing board of the District finds that it is in the best interest of the City and District to hereby increase the annual vehicle license fee by \$10.00 for a total of \$50.00 as authorized by RCW 36.73.065(4)(a)(iii), as written or hereafter amended, to be collected by the Washington State Department of Licensing on qualifying vehicles as set forth in RCW 82.80.140, as written or hereafter amended.

Section 3. TRANSPORTATION IMPROVEMENTS. The revenue received from the \$50.00 vehicle license fee shall only be expended for projects identified in the City's Capital Improvement Plan and in accord with chapter 36.73 RCW and chapter 12.53 LFPMC.

Section 4. VEHICLE LICENSE FEE COLLECTION EFFECTIVE DATE.

A. Pursuant to RCW 6.73.065(4)(iii) the City Clerk is directed to publish a notice in 2023, in one or more newspapers of general circulation within the District, of the intention to increase the District's vehicle license fee to \$50.00.

B. In accord with RCW 36.73.065(6), if within 90 days of the date of publication of such notice, a petition is filed with the King County Auditor containing the signatures of 8 percent of the number of voters registered and voting in the District for the office of governor at the last preceding gubernatorial election, then the King County Auditor must canvass the signatures in the same manner as prescribed in RCW 29A.72.230 and certify their sufficiency to the City Council within two weeks. If the petition is found sufficient by the King County Auditor, the proposition to raise the vehicle license fee must be submitted to the voters in the District at a special election, called for this purpose, no later than the date on which a primary election would be held under RCW 29A.04.311. The vehicle license fee shall only then be imposed if approved by a majority of the voters of the District voting for the proposition.

C. The annual vehicle license fee shall take effect for notices sent in 2023 for vehicle license renewals due on or after May 18, 2023, or as soon thereafter as the

Washington State Department of Licensing (“DOL”) is reasonably able to incorporate collection of the fee and as time is allowed for the process in A. and B. above to be completed; but in no event shall a vehicle license fee be collected sooner than 180 days after approval of this Ordinance pursuant to RCW 36.73.065 and RCW 82.080.140(4). The vehicle license fee shall be collected during the term of the existence of the District as set forth in LFPMC 12.35.050, or as subsequently amended. The vehicle license fee shall cease to be collected upon dissolution of the District.

Section 5. NOTICE TO DEPARTMENT OF LICENSING. The Finance Director is instructed to submit this Ordinance to the Washington State Department of Licensing (“DOL”) and to request that DOL to take all steps necessary to implement collection of this fee in accordance with RCW 82.80.140.

Section 6. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. EFFECTIVE DATE. This ordinance shall take effect five days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

DRAFT

ORDINANCE NO. 1258

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, IMPOSING A SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT WITHIN THE BOUNDARIES OF THE LAKE FOREST PARK TRANSPORTATION BENEFIT DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS ASSOCIATED WITH TRANSPORTATION IMPROVEMENTS WITHIN THE TRANSPORTATION BENEFIT DISTRICT AS AUTHORIZED BY RCW 36.73.040, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park Transportation Benefit District (“the District”) was established in chapter 12.35 of the Lake Forest Park Municipal Code (“LFPMC”) pursuant to RCW 35.21.225 and Chapter 36.73 RCW by Ordinance No. 983 in October 2008; and

WHEREAS, in November 2015, by Ordinance No. 1107, the Lake Forest Park City Council assumed the rights, immunities, functions, and obligations of the District; and

[Click here to enter text.](#)

WHEREAS, in LFPMC 12.35.010 the City established the boundaries of the District, which are coterminous with the boundaries of the corporate limits of the City; and

WHEREAS, LFPMC 12.35.030 provides that funds generated by the District shall be used for transportation improvements that preserve, maintain, and operate the planned and/or existing transportation infrastructure of the City/District in accord with the requirements of chapter 36.73 RCW; and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065 and LFPMC 12.35.040 authorizes the establishment of fees and other revenue sources consistent with RCW 36.73.065; and

WHEREAS, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455 in an amount not exceeding one-tenth of one percent (0.1%) for a period of ten years upon a majority vote of the governing board of the District/City Council; and

WHEREAS, a sales and use tax will be used for the purpose of acquiring, investing in, constructing, improving, providing, operating, preserving, maintaining

and/or funding transportation improvements within the District, and which are identified in the City's Capital Improvement Plan; and

WHEREAS, the sales and use tax will apply to all persons who shop in the City and thereby use streets and roadways in the City; and

WHEREAS, on November 10, 2022, the City Council as the governing board of the District, held a public hearing regarding this matter, has given this matter careful review and consideration, and finds that the best interest of the City will be served by passage of this Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. INCORPORATION OF RECITALS . The above recitals are incorporated as though fully set forth herein.

Section 2. ADDITION OF .1% SALES TAX. The City Council of Lake Forest Park as the governing board of the District find that it is in the best interest of the City and District to impose a sales and use tax of one-tenth of one percent pursuant to RCW 36.73.040(3)(a), 36.73.065(4)(v), and 82.14.0455 for the purpose of raising revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund transportation improvements in the District, and to impose such sales and use tax. The sales and use tax shall be imposed for a period not to exceed ten (10) years. The tax shall be in addition to any other taxes authorized by law and shall be collected from those person who are taxable by the state under chapters 82.08 and 82.12 RCW, as amended, upon the occurrence of any taxable event with the District's boundaries, which is coterminous with the corporate limits of the City.

Section 3. TRANSPORTATION IMPROVEMENTS. The revenue from a sales and use tax may be used to acquire, invest in, construct, improve, provide, operate, preserve, maintain, and/or fund the following described transportation improvements:

- A. Projects identified in the City's Capital Improvement Plan;
- B. Expanded projects identified in accordance with RCW 36.73.160, as amended.

Section 4. NOTICE TO DEPARTMENT OF REVENUE. The Finance Director is instructed to submit this Ordinance to the Washington State Department of Revenue ("DOR") and to direct DOR to take all steps necessary to implement and collect the tax imposed by this Ordinance.

Section 5. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. EFFECTIVE DATE. This ordinance shall take effect five days after publication, provided that the additional sales and use tax imposed by Section 2 shall apply only to taxable events occurring on or after January 1, 2023.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

ORDINANCE NO. 1259

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CREATING CHAPTER 3.19 OF THE LAKE FOREST PARK MUNICIPAL CODE, SEWER, STORMWATER AND SURFACE WATER SERVICE TAX; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, chapter 3.19 of the Lake Forest Park Municipal Code would establish a tax on the provision of sewer, stormwater and surface water services; and

WHEREAS, chapter 3.19 would establish a tax at six percent of the gross income derived from these services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. ADOPTION . The City Council of the City of Lake Forest Park hereby creates chapter 3.19 LFPMC, Sewer, Stormwater and Surface Water Service Tax, as follows:

Chapter 3.19 Sewer, Stormwater and Surface Water Service Tax.

3.18.010 Imposed.

There shall be levied on every business engaged in the sale, delivery, distribution, or furnishing of sewer services, or stormwater and surface water services a tax equal to six percent of the total gross income derived from the operation of such business, to be charged to the customers of such business. The City of Lake Forest Park, as a provider of sewer services, and stormwater and surface water services shall be subject to the tax imposed by this chapter.

3.18.020 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

A. "Gross income" means the value proceeding or accruing from the billings generated for furnishing sewer services, and stormwater and surface water and services with no deduction for uncollectible amounts and shall not include other charges such as sewer connection fees, capital improvement fees, or similar fees or charges.

B. "Sewer service" means collecting, pumping, treating, transporting, and disposing of sewage or industrial waste.

C. "Stormwater and surface water service" means storing, controlling, treating and/or conveying stormwater and surface water.

3.19.030 Installment payments.

The taxes provided for in this chapter shall be paid bimonthly for sewer services, and semiannually for stormwater and surface water services based on the preceding period.

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. EFFECTIVE DATE. After passage and publication, this ordinance shall take effect January 1, 2023.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

DRAFT

RESOLUTION NO. 1864

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, SETTING
SURFACE WATER UTILITY RATES FOR 2023

WHEREAS, the City has reviewed the surface water utility revenue and operational expenditures that are needed to retain the current level-of-service standards for surface water management services, to continue compliance with the Endangered Species Act and other unfunded mandates, to continue with best management practices, to continue to develop the City’s surface water management program, and to address the capital repair and improvement of the City’s surface water management systems; and

WHEREAS, the City has determined that the annual surface water utility fees should be increased by ten percent (10.0%) in order to retain and improve upon the current level-of-service standards for surface water management services, to assist the City in meeting the federal surface water requirements, and to set aside annual amounts for the long-term capital improvement needs of the City’s surface water infrastructure;

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

Section 1. SURFACE WATER UTILITY RATES. The City hereby sets the surface water utility rates according to the fee schedule attached hereto as **Exhibit A**, to be effective on January 1, 2023, and to remain in effect until revised by future Council action.

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 17th day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:

Exhibit A

Surface Water		
class	class description	2023 rate
1	single family residential	\$ 246.24
2	very light (0-10% impervious area)	\$ 246.24
3	light (10-20% IA)	\$ 591.86
4	moderate (20-45% IA)	\$ 1,190.32
5	moderately heavy (45-65% IA)	\$ 2,298.52
6	heavy (65-85% IA)	\$ 2,914.15
7	very heavy (85-100% IA)	\$ 3,817.17

RESOLUTION NO. 1865**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, SETTING THE
SEWER UTILITY RATES FOR 2023 AND 2024**

WHEREAS, the setting of City sewer rates are authorized in Section 13.08.090 of the Lake Forest Park Municipal Code; and

WHEREAS, the City of Lake Forest Park has a sewer rate structure where a portion of the rate is for King County treatment charges, and a portion is for the operation and maintenance of the City's sewer infrastructure; and

WHEREAS, in 2004, the City completed a study of the sewer rates for operation, maintenance, and for the long-term replacement of the sewer system infrastructure; and

WHEREAS, the study recommended that the City's portion of the sewer rates be increased and a portion of the revenue be set aside in a new fund for future capital replacement of the City's sewer system; and

WHEREAS, the City's portion of the sewer rate will increase by 3% in 2023 and 3% in 2024; and

WHEREAS, King County is increasing its treatment charge by 5.75% in 2023 and 5.75% in 2024; and

WHEREAS, the City Council has determined that it is in the best interests of the City to increase the City's portion of the sewer rates in 2023, and to increase the City's sewer rate charge to account for the increase in the King County treatment charge; and

WHEREAS, the City Council has determined that it is in the best interests of the City to adopt the above rate increases and inform the ratepayers now of the increase in 2023 and 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Effective January 1, 2023, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	\$69.43 \$72.88 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	\$10.30 \$10.78 per hundred cubic feet (ccf) per month
III.	Commercial	\$10.30 \$10.78 per hundred cubic feet (ccf) per month per unit of business

Section 2. Effective January 1, 2024, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	\$72.88 \$76.50 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	\$10.78 \$11.28 per hundred cubic feet (ccf) per month
III.	Commercial	\$10.78 \$11.28 per hundred cubic feet (ccf) per month per unit of business

Section 2. SEVERABILITY. Should any portion of this resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution or its application to other persons or circumstances.

Section 3. 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, resolution numbering, section/subsection numbers, and any references thereto.

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 17th day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk
APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: November 5, 2020
Adopted:
Posted:
Published:
Effective:

RESOLUTION NO. 1866

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, ESTABLISHING
2023 USER FEES FOR PERMITS AND SERVICES**

WHEREAS, the City Council of the City of Lake Forest Park has determined that establishing fees for various services, applications, and permits by resolution allows for the centralization of such fees and charges; and

WHEREAS, the City Council has determined that the annual review and adjustment of some of the fees for City services, applications, and permits are appropriate to aid in the cost recovery of providing services; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park approves the fee schedule attached as Exhibit A, which shall remain in effect until revised by future Council action.

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.

Section 3. EFFECTIVE DATE. This fee schedule in this Resolution shall go into effect on January 1, 2023.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:

2023 User Fee Schedule

	Fees
Licensing & Permits	
Adult Cabaret License Application	\$ 1,500
Adult Cabaret Manager License	250
Adult Cabaret Entertainer License	200
Business License, Calendar Year (Non-refundable)	
Business located in the City	40
Business located outside of the City	80
Coin operated Amusement Devices	60
Initiative Filing	250
Referendum Filing	250
(to be refunded if the ordinance is overturned)	
Open House Sign Removal Fee	25
Outdoor Promotion Permit	50
Secondhand Dealer Permit	70
Solicitor Permit	100
Services	
Returned Payment Fee	40
Fingerprinting	20
False Alarm Fines	50-100
1st offense	52.00
2nd offense	103.00
	\$10/per notary
Notary services	block
Personal Floatation Device Fine	25-50
Pet License Fees	
Altered	30
Unaltered	60
Juvenile Pet	15
Senior Citizen	15
Replacement tag	5
Transfer Fee	5
Service Animal	0
Passport Fees	
City Processing Fee	35
City Photo Fee	20
Photocopies, Records / Reports	
Accident Reports (non-participants)	10
Certified Copies	10
Photocopy of paper records, or printed copies of electronic records (per page)	0.15
Electronic copy of scanned paper records (per page)	0-10 0.15
Duplication of Audio Recording	10
Audio/Video Disc	10
Sending of electronic files	.10/gb
Copies requiring outside copy services	At Cost
Police Reports (non-participants)	5
Body worn camera recordings/footage	.60 per minute
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all fees paid by credit card.	3%
Technology Surcharge - A ten percent (10%) technology surcharge will be added to all fees.	10%
Municipal Court	

Municipal Court fees are set by the Court based on the actual costs incurred, subject to a maximum set by State statute. The Municipal Court may adjust the court fees from time to time to correlate to actual costs incurred and/or changes in State law concerning the maximum fee that may be charged.

2023 User Fee Schedule

	Fees	
Sanitary Sewer		
Copy of Sewer Comp. Plan		
Color		125
Black and White		45
Sewer Availability		100
Onsite Wastewater License Application Fee		25
Sewer Connection		
Single Family		5,034
Multi-Family		
Each Additional Unit		
5/8" x 3/4" Meters		5,034
3/4" x 3/4" Meters		7,551
1" Meters		12,584
1 1/2" Meters		25,169
2" Meters		40,270
3" Meters		80,541
4" Meters		125,845
Sewer Permit (2 inspections)		300
Sanitary Sewer Grinder Pump Review		300
Additional Inspection		100
Lien Filing and Removal Fee		185
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.		3%
Development Review Technology Surcharge - A five percent (5%) <u>ten percent (10%)</u> technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees.	5%	<u>10%</u>
Sewer Monthly Service		
Residential	69.43	<u>72.88</u>
Sewer Excise Tax	20.16	<u>20.77</u>
Commercial / Multi-Family Residential (per ccf)	10.30	<u>10.78</u>
Credit Card Transaction Fee ¹		3.95
¹ The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.		
Streets		
Street Excavation (2 inspections)		200
Additional Inspection		100
Street and Alley Vacation Fee		500
Right-of-Way Permit		250
(may be waived by City Council)		
Telecommunications Right-of-Way (ROW) Rental Fee		
Master Use Permit Application Fee		2,500
Master Use Permit Renewal Fee		2,500
Lease Application Fee		2,500
Lease Renewal Fee		2,500
City Property-Minimum Monthly Rent		825
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all right-of-way and street excavation permit and inspection fees paid by credit card.		3%
Development Review Technology Surcharge - A five percent (5%) <u>ten percent (10%)</u> technology surcharge will be added to all right-of-way and street excavation permit and inspection fees.	5%	<u>10%</u>
Land Use		
For land use, development, and surface water and drainage plan reviews and applications that exceed the scope of the established fees, the applicant will be responsible for reimbursement of the actual costs of specialty consultant or staff review. For land use, development, and surface water and drainage plan applications for City projects the application fee is \$0.		

2023 User Fee Schedule

	Fees
Administrative Appeal	500
(refunded if appeal is sustained and the administrative decision is overturned)	
Administrative Variance	500
Copy of Comprehensive Plan	80
Comprehensive Plan Amendment	No extra charge for Rezone 3,000
Conditional Use Application	2,500
Land Clearing/Grading/Excavation/ Filing	
Major	300
Minor	85
Tree Removal Permits (after 4/30/2011)	
Administrative	No fee
Arborist Consult	100.00
Arborist Review	100 deposit + hourly rate
Tree Permits	72.50
Arborist Review - Based on Actual Cost (per hour)	95.00
Land Use Public Notice & Signage (per notice)	250
Boundary Line Adjustment	2,000
Property Profile, Pre-application meetings, special requests (per hour), minimum 0.5 hour	100
Rezone Application	No extra charge for Comp. Plan Amend. 3,000
SEPA / Regulatory Review	
Checklist	750
EIS administration/supervision/preparation	5,000
Critical Area Work Permit	
Major	550
Minor	85
Tree-related	125
Critical Area and Tree Reasonable Use Exception	(plus review consultant costs) 4,000
Public Agency and Utility Exception (plus review consultant costs)	3,500
Copy of Shoreline Master Plan	15
Shoreline Substantial Development Permit	3,500
Shoreline Conditional Use Permit	3,500
Shoreline Variance	3,500
Shoreline Exemption	500
Shortplat Application	\$4,000 flat fee
Subdivision	\$12,000 + \$300 per lot
Variance	2,500
Wireless Communication Facility Permit (not requiring conditional use)	2,000
Zoning/Land Use Code Text Amendment	3,500
Town Center Design Review	
Major (plus all notice, review consultant, hearing examiner costs)	4,000
Minor (plus review consultant costs)	2,000
Commercial site development permit	
Type I Review (Hearing Examiner)	3,500
Type III Review (Code Administrator)	2,000
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all land use permit fees paid by credit card.	3%
Development Review Technology Surcharge - A five percent <u>ten percent (10%)</u> technology surcharge will be added to all land use permit fees.	5% <u>10%</u>

Building Fees

Building fees for Standard Home and Utility/Garage, ~~mechanical, and plumbing fees~~ are based on the International Code Council, Building Valuation Data table (February 2022). ~~the most current version of the International Building Code, the International Residential Code, the International Mechanical Code, and the Uniform Plumbing Code. The individual project fees will vary on a project by project basis.~~

2023 User Fee Schedule

	Fees
<u>Standard Home</u>	\$150.87/square foot
<u>Custom Home (a house designed for a particular lot)</u>	\$185.00/square foot
<u>Utility/Garage</u>	\$60.43/square foot
Mechanical Permit Fees	
<u>Base Permit Fee</u>	150
<u>Furance</u>	30
<u>A/C or Heat Pump</u>	30
<u>Gas Hot Water Heater Installation/vent / expansion tank</u>	30
<u>Gas Log Fireplace Insert</u>	30
<u>Gas Piping - up to 10 outlets</u>	30
<u>Gas piping - each additional outlet</u>	5
<u>Gas range - piping hookup</u>	30
<u>Residential hood >400 CFM</u>	30
<u>Commercial hood: Class 1 hood</u>	30
<u>Dryer exhaust duct</u>	30
<u>Vent/duct Installation, relocation, or replacement vent</u>	30
<u>New/removal/replacement of ducting</u>	30
<u>Installation, relocation of boiler or absorption system</u>	30
<u>Installation, relocation of compressor or absorption system</u>	30
<u>Appliance or equipment regulated by IMC</u>	30
<u>Plan Review (hourly)</u>	125
<u>Additional Inspections (hourly)</u>	125
Plumbing Permit Fees	
<u>Permit Base Fee</u>	150
<u>Sinks</u>	30
<u>Toilets</u>	30
<u>Showers</u>	30
<u>Tubs</u>	30
<u>Washing machine</u>	30
<u>Hot Tub/Spa</u>	30
<u>Other Plumbing fixtures on one trap</u>	30
<u>Electric Water Heater Installation/vent/expansion</u>	30
<u>Hot /Cold rough-in addition or alteration</u>	30
<u>Waste & vent rough-in addition or alteration</u>	30
<u>Water service line</u>	30
<u>Lawn sprinkler on any one meter (backflow device)</u>	30
<u>Each addition or alteration of drainage</u>	30
<u>Waste (sewage ejector pump)</u>	30
<u>Grease Trap</u>	30
<u>Backflow protective device</u>	30

2023 User Fee Schedule

	Fees
Heat pump	30
Hydronic heating (loop vent system)	30
Additional Inspections (hourly)	125
Commerical Projects (Plan review required - hourly)	125
Grease Interceptor (Plan review required - hourly)	125
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all building, mechanical, and plumbing permit fees paid by credit card.	3%
Development Review Technology Surcharge -A five percent (5%) <u>ten percent (10%)</u> technology surcharge will be added to all building, mechanical, and plumbing permit fees.	5% <u>10%</u>

Surface Water and Drainage Plan Review Fees

Single Family Building Permit		
Requiring Engineering Plan		600
Without Engineering Plan		300
Multi-family site development	per 1,000 square feet of	300
	impervious surface	0
Commercial site development	per 1,000 square feet of	300
	impervious surface	0
Land Use Permits*		0
Subdivisions / Shortplats	per lot	500
Reasonable use exemptions	per lot	500
Conditional Use Permit	per lot	500
Variances	per lot	500
* These would be preliminary review fees, where additional drainage review fees may be applied for future development or to other permit applications necessary for development.		

Surface Water Utility Assessments

1	Single Family Residential	223.85	<u>246.24</u>
	<u>Class</u> <u>% Impervious Surface</u>		
2	Very Light 0%-10%	223.85	<u>246.24</u>
3	Light 11%-20%	538.05	<u>591.86</u>
4	Medium 21%-45%	1,082.12	<u>1,190.32</u>
5	Medium High 46%-65%	2,089.57	<u>2,298.52</u>
6	High 66%-85%	2,649.23	<u>2,914.15</u>
7	Very High 86%-100%	3,470.15	<u>3,817.17</u>

Facility Fees

<u>Lake/Forest Room</u>	
Evening Use (6 p.m. - 10 p.m.)	50.00
<u>Emergency Operations Center (EOC) Room</u>	
Evening Use (6 p.m. - 10 p.m.)	<u>50.00</u>
<u>Council Chambers</u>	
Evening Use (6 p.m. - 10 p.m.)	\$50 per hour plus \$50 setup/cleanup

The fee for use of the Lake/Forest Room or Emergency Operations Center by other governmental organizations and non-profit organizations may be waived or negotiated.

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL BUDGET AND FINANCE COMMITTEE MEETING
MINUTES
September 26, 2022**

It is noted that this meeting was held in person in the Council Chambers at City Hall and virtually via Zoom.

Councilmembers present: Tom French, Deputy Mayor; Tracy Furutani (via Zoom), Larry Goldman, Jon Lebo, Semra Riddle

Councilmembers absent: Phillippa Kassover and Lori Bodi

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the September 26, 2022, City Council Special Budget and Finance Committee meeting to order at 6:00 p.m.

City Council Budget Deliberations

Deputy Mayor French initiated Council discussion of the proposed 2023-2024 Biennial Budget, and the Council discussed what they would like to see in the budget.

Citizen Comments

The following members of the audience shared comments with the Council:

- Julien Andersen stated he appreciated the Council having the discussion regarding the budget.

ADJOURNMENT

There being no further business, Deputy Mayor French adjourned the meeting at 7:38 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES
October 20, 2022**

It is noted that this meeting was held in person in the Council Chambers at City Hall and virtually via Zoom.

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo, and Semra Riddle (via Zoom).

Councilmembers absent: none

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the October 20, 2022, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Lebo moved to approve the agenda as presented. **Cmbr. Kassover seconded. The motion to approve the agenda as presented carried unanimously.**

Proposed 2023-2024 Biennial Budget - City Council Deliberations and Recommendations

Director Perrigo gave a short presentation regarding possible capital projects that would require funding and responded to questions from the Council.

Director Vaughn reviewed the proposed revenue increases, and additional possible revenue increases and responded to questions from the Council.

Citizen Comments

The following members of the audience shared comments with the Council:

- 1 • Julian Andersen stated he enjoyed this discussion regarding the budget and would like
2 to see the impact on the residents of the city.
3

4 **ADJOURNMENT**
5

6 There being no further business, Deputy Mayor French adjourned the meeting at 7:47 p.m.
7

8
9
10 _____
11 Tom French, Deputy Mayor

12
13 _____
14 Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
October 24, 2022
6:00 PM

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Lorri Bod, Tracy Furutani, Larry Goldman, John Lebo, and Semra Riddle (via Zoom)

Councilmember absent: None

Staff present: Phil Hill, City Administrator; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mike Harden, Police Chief; Matt McLean, City Clerk

Others present: 1 visitor

CALL TO ORDER

Deputy Mayor French called the October 24, 2022 Committee of the Whole meeting to order at 6:00 p.m.

Proposed 2023-2024 Biennial Budget - Deliberations and Recommendations

Finance Director Vaughn gave a presentation regarding revenue increases included in the budget and possible other revenue increases in the budget and responded to questions from the Council.

Citizen Comments – The following comments were received from the public:

- No comments from the public

Adjournment

There being no further business, the meeting adjourned at 7:46 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
October 27, 2022**

It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo, Semra Riddle

Councilmembers absent: none

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Andy Silvia, Senior Project Manager; Kevin Lowery, NEMCo; Matt McLean, City Clerk

Others present: 18 visitors

CALL TO ORDER

Mayor Johnson called the October 27, 2022 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Kassover gave the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor French moved to approve the agenda as presented. **Cmbr.Riddle seconded.**

Cmbr. Lebo moved to amend the agenda to move item D under presentations to item A. **Deputy Mayor French seconded.**

The motion to adopt the agenda as amended carried unanimously.

PROCLAMATION – Veterans Day

Mayor Johnson read the proclamation for Veterans Day.

PRESENTATION – Potential Sound Wall Design Related to the Bus Rapid Transit System

Vicki Scuri gave a presentation on possible Sound Wall designs related to Bus Rapid Transit System and responded to questions from the Council.

PRESENTATION – Demonstration of the PepperBall System

Police Chief Harden, assisted by Officer Brandon Carlsrud and Officer Jayson Benson, gave a presentation on the PepperBall system.

PRESENTATION – Northshore Emergency Management Coalition

Kevin Lowery, Northshore Emergency Management Coalition (NEMCo), gave a brief presentation regarding the type of work NEMCo handles for the community.

PRESENTATION – 2023 State Legislative Agenda

Shelly Helder, Gordon Thomas Honeywell-Governmental Affairs, gave an update on the 2023 state legislative agenda.

CITIZEN COMMENTS

The following members of the audience shared comments with the Council:

- Tom Bird, from Lake Forest Park, commented about the need for a sound wall along Sound Transit project
- Alice Darton, Regional Manager, and Katie Boise, from King County Library gave a brief update regarding the Lake Forest Park Library
- Jean Reid, from Lake Forest Park, commented about the problems with the Sound Transit project and the slower speed of transit
- Jeff Snedden, from Lake Forest Park, commented about the problems with Sound Transit and the impact on the environment, businesses, and homes along the area
- Paula Goode, from Lake Forest Park, commented about the noise on Bothell Way and the added noise from the Sound Transit project
- R. Sharky commented about the problem with the large bus stops along the new Sound Transit project.

Mayor Johnson recessed the meeting at 9:15 p.m. and reconvened at 9:20 p.m.

PUBLIC HEARING – 2023-2024 Biennial Budget, 2023 Property Tax Levy, 2023 User Fees, 2023 Surface Water Utility Rate, and 2023-2024 Sewer Utility Rates

Director Vaughn presented the item and responded to questions from the Council.

Mayor Johnson opened the public hearing.

The following members of the audience shared comments with the Council:

- Alan Kiest, from Lake Forest Park, commented about the six-year focus and need for a balanced budget

Mayor Johnson closed the public hearing.

CONSENT CALENDAR

Deputy Mayor French moved to approve the consent calendar as presented. **Cmbr. Riddle seconded. The motion to approve the consent calendar as presented carried unanimously.**

1. October 13, 2022 City Council Work Session Meeting Minutes
2. October 13, 2022 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending October 27, 2022, covering Claims Fund Check Nos. 84108 through 84152 in the amount of \$85,453.43, and direct deposit transactions in the amount of \$153,378.49, are approved; additional ACH transactions Elavon, \$552.19; Lexis Nexis, \$264.97; Wex Bank, \$211.56; total approved Claims Fund transactions, \$387, 743.26

RESOLUTION 1862/Authorizing the Mayor to Sign a Professional Services Agreement with Consor North America, Inc. for On-Call Professional Services

Senior Project Manager Silvia presented the item and responded to questions. It was noted the item would be brought back at a future meeting.

RESOLUTION 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector-Phase 2: 30% Design

Senior Project Manager Silvia presented the item and responded to questions. It was noted the item would be brought back at a future meeting.

ORDINANCE 1253/Amending Chapter 9.12, of the Lake Forest Park Municipal Code to Allow the Setting of False Alarm Fines by Resolution

City Clerk McLean presented the item and responded to questions.

Cmbr. Bodi moved to suspend the three-touch rule for Ordinance 1253. **Deputy Mayor French seconded. The motion to suspend the three-touch rule for Ordinance 1253 carried unanimously.**

Cmbr. Bodi moved to approve as presented Ordinance 1253/Amending Chapter 9.12, of the Lake Forest Park Municipal Code to allow the setting of False Alarm Fines by Resolution. **Deputy Mayor French seconded. The motion to approve Ordinance 1253 carried unanimously.**

ORDINANCE 1254/Amending the Lake Forest Park Municipal Code to Create Fund 501, Vehicle and Equipment Repair Replacement Fund, and Fund 502, Information Technology Fund

City Clerk McLean and Finance Director Vaughn presented the item and responded to questions.

Deputy Mayor French moved to suspend the three-touch rule for Ordinance 1254. **Cmbr. Riddle seconded. The motion to suspend the three-touch rule for Ordinance 1254 carried unanimously.**

Deputy Mayor French moved to approve as presented Ordinance 1254/Amending the Lake Forest Park Municipal Code to create Fund 501, Vehicle and Equipment Repair Replacement Fund, and Fund 502, Information Technology Fund. **Cmbr. Riddle seconded. The motion to approve Ordinance 1254 carried unanimously.**

**ORDINANCE 1255/Establishing the 2023 Property Tax levy
RESOLUTION 1864/Setting 2023 Surface Water Utility Rates
RESOLUTION 1865/Setting 2023 and 2024 Sewer Rates
RESOLUTION 1866/Adopting 2023 User Fees**

Mayor Johnson asked the Council if there were any questions or comments on these items. There were none. It was noted the items will be brought forward at future meetings.

Regional Crisis Response Agency

City Administrator Hill presented the item and responded to questions.

RESOLUTION 1860/Authorizing the Mayor to Sign an Interlocal Agreement with King County for Jail Services

Police Chief Harden presented the item and responded to questions.

Deputy Mayor French moved to suspend the three-touch rule for Resolution 1860. **Cmbr. Bodi seconded. The motion to suspend the three-touch rule for Resolution 1860 carried unanimously.**

Deputy Mayor French moved to approve as presented Resolution 1860/Authorizing the Mayor to Sign an Interlocal Agreement with King County for Jail Services. **Cmbr. Riddle seconded. The motion to approve Resolution1860 carried unanimously.**

RESOLUTION 1861/Authorizing the Mayor to Sign a Professional Services Agreement with Gordon Thomas Honeywell-Governmental Affairs for State Legislative Advocacy Services

City Administrator Hill presented the item and responded to questions.

Deputy Mayor French moved to suspend the three-touch rule for Resolution 1861. **Cmbr. Furutani seconded. The motion to suspend the three-touch rule for Resolution 1861 carried unanimously.**

Deputy Mayor French moved to approve as presented Resolution 1861/Authorizing the Mayor to Sign a Professional Services Agreement with Gordon Thomas Honeywell-Governmental Affairs for State Legislative Advocacy Services. **Cmbr. Riddle seconded. The motion to approve Resolution 1861 carried unanimously.**

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers briefly reported on meetings they attended.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:20 p.m.

Jeff Johnson, Mayor

Matthew McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
11/10/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84153 through 84201 in the amount of \$405,093.06 is approved for payment this 10th day of November, 2022.

Additional approved transactions are:
ACH transaction Invoice Cloud in the amount of \$1,225.30
ACH transaction US Bank in the amount of \$32,765.59

Total approved claim fund transactions: \$439,083.95

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 11/03/2022 - 2:28PM
Batch: 00010.11.2022



Section 7, Item E.

CLAIM VOUCHER
CITY OF LAKE FOREST PARK
17425 BALLINGER WAY NE
LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	157,343.09
101	Street Fund	1,464.00
106	Strategic Opportunity Fund	4,500.00
302	Transportation Capital Fund	28,888.88
401	Sewer Utility Fund	203,486.64
403	Surface Water Fund	1,511.05
404	Surface Water Capital Fund	1,500.00
501	Vehicle Equip Replacement Fund	7,340.64
635	Northshore Emergency Mgmt	284.06
Report Total:		406,318.36

Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 11/04/2022 - 12:33PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	11/10/2022	Invoice Cloud		AP		1,225.30
84153	11/10/2022	All Battery Sales & Service Inc.		AP		142.58
84154	11/10/2022	American Traffic Solutions Inc.		AP		66,500.00
84155	11/10/2022	American Planning Association		AP		618.00
84156	11/10/2022	Aurora Rents, Inc.		AP		820.31
84157	11/10/2022	Axon Enterprise, Inc.		AP		9,001.52
84158	11/10/2022	Brown Bear Car Wash		AP		9.00
84159	11/10/2022	Cadman Materials, Inc.		AP		276.86
84160	11/10/2022	CBRE, Inc -Valuation & Advisory Serv		AP		4,500.00
84161	11/10/2022	Cintas First Aid & Safety		AP		609.83
84162	11/10/2022	Code Publishing Company		AP		1,575.49
84163	11/10/2022	Washington Criminal Justice Training C		AP		1,200.00
84164	11/10/2022	Robert Dearmore		AP		120.36
84165	11/10/2022	Eastside Public Safety Comm.		AP		259.49
84166	11/10/2022	Tamara Erickson		AP		109.27
84167	11/10/2022	Fire Safety Pros LLC		AP		1,743.20
84168	11/10/2022	Gordon Thomas Honeywell Gov't. Affa		AP		3,000.00
84169	11/10/2022	Guardian Alliance Technologies, Inc		AP		50.00
84170	11/10/2022	Iconix Waterworks (US) Inc.		AP		569.41
84171	11/10/2022	Thomas Jordan		AP		355.80
84172	11/10/2022	King County Finance		AP		30,486.95
84173	11/10/2022	King County Finance & Business		AP		202,154.81
84174	11/10/2022	Legend Data Systems, Inc.		AP		94.69
84175	11/10/2022	City of Lake Forest Park		AP		89.25
84176	11/10/2022	Litho Craft, Inc.		AP		1,175.00
84177	11/10/2022	Moon Security Service Inc.		AP		1,260.00
84178	11/10/2022	Navia Benefit Solutions		AP		150.00
84179	11/10/2022	Northshore School District		AP		34.60
84180	11/10/2022	Northshore Utility District		AP		14,297.47
84181	11/10/2022	Office Depot, Inc.		AP		304.44
84182	11/10/2022	Olympic Environmental Resources, Inc.		AP		2,500.00
84183	11/10/2022	PACE Engineers, Inc.		AP		9,469.00
84184	11/10/2022	Pacific Office Automation		AP		469.03
84185	11/10/2022	Pat's Trees & Landscape Inc.		AP		1,721.51
84186	11/10/2022	Progressive Animal Welfare Society		AP		880.00
84187	11/10/2022	Pitney Bowes-Reserve Acct.		AP		462.18
84188	11/10/2022	Platt Electric Supply, Inc.		AP		522.79
84189	11/10/2022	Puget Sound Executive Services, Inc.		AP		1,580.00
84190	11/10/2022	Mohinder Randhawa		AP		94.00
84191	11/10/2022	Ricoh USA, Inc		AP		288.41
84192	11/10/2022	Sarah Roberts		AP		8,108.49
84193	11/10/2022	Rotary Club of Lake Forest Park		AP		100.00
84194	11/10/2022	Snohomish Co Sheriff's Office		AP		21,201.16
84195	11/10/2022	Snohomish County Sheriff's Office		AP		8.43
84196	11/10/2022	Staples Advantage		AP		163.78
84197	11/10/2022	The FA Bartlett Tree Expert Company		AP		4,862.50

Bank Reconciliation

Section 7, ItemE.

Checks by Date

User: dmeagher
 Printed: 11/04/2022 - 12:44PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
10228810	11/10/2022	Stericycle, Inc.		AP		10.36
10228811	11/10/2022	Integra Telecom, Inc.		AP		413.77
10228812	11/10/2022	Seattle City Light		AP		27.00
10228813	11/10/2022	Good To Go		AP		3.00
10228814	11/10/2022	Sound Security Inc. (Sonitrol)		AP		1,740.37
10228815	11/10/2022	The Seattle Times		AP		64.67
10228816	11/10/2022	Pacific Topsoils, Inc.		AP		189.60
10228817	11/10/2022	Innovac Services LLC		AP		2,774.52
10228818	11/10/2022	Innovac Services LLC		AP		2,202.00
10228819	11/10/2022	Northwest Cascade, Inc.		AP		504.11
10228820	11/10/2022	Northwest Cascade, Inc.		AP		418.01
10228821	11/10/2022	Johnson Controls		AP		3,124.77
10228822	11/10/2022	Ferguson Enterprises, Inc. #1539		AP		707.93
10228823	11/10/2022	Summit Law Group PLLC		AP		894.00
10228824	11/10/2022	Bulger Safe & Lock, Inc.		AP		115.76
10228825	11/10/2022	Sound Security Inc. (Sonitrol)		AP		469.31
10228826	11/10/2022	Verizon Wireless		AP		2,862.47
10228827	11/10/2022	Summit Law Group PLLC		AP		1,922.00
10228828	11/10/2022	Summit Law Group PLLC		AP		140.00
10228829	11/10/2022	Innovac Services LLC		AP		3,264.47
92229901	11/10/2022	FBI National Academy FBINAA		AP		162.96
102203791	11/10/2022	Washington Recreation & Park Assoc.		AP		305.00
102203792	11/10/2022	Northwest Environmental Trng. Ctr.		AP		195.00
102205431	11/10/2022	Les Schwab Tire Center		AP		121.10
102205432	11/10/2022	International Association of Chiefs of P		AP		75.00
102205433	11/10/2022	Axon Enterprise, Inc.		AP		347.81
102205434	11/10/2022	On-Target Solutions Group		AP		175.00
102205435	11/10/2022	Forensics Source		AP		200.37
102205436	11/10/2022	UPS		AP		41.79
102210101	11/10/2022	PAYCOM		AP		1,061.40
102210102	11/10/2022	Municipal Research & Services Center		AP		40.00
102218781	11/10/2022	Amazon		AP		51.73
102227511	11/10/2022	Wasabi Technologies, Inc		AP		10.80
102227512	11/10/2022	Adobe Inc.		AP		256.42
102227513	11/10/2022	Amazon		AP		10.43
102227514	11/10/2022	Amazon		AP		26.40
102227515	11/10/2022	Firewalls.com, Inc.		AP		391.78
102227516	11/10/2022	Amazon		AP		521.87
102227881	11/10/2022	North City Water District		AP		753.86
102227882	11/10/2022	North City Water District		AP		66.98
102227883	11/10/2022	North City Water District		AP		106.32
102227884	11/10/2022	North City Water District		AP		125.56
102227885	11/10/2022	Ferguson Enterprises, Inc. #1539		AP		586.28
102227886	11/10/2022	Seattle City Light		AP		2,839.58
102227887	11/10/2022	Seattle City Light		AP		231.25
102227888	11/10/2022	Northwest Cascade, Inc.		AP		190.55



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Police Department
Contact Person	Mike Harden, Police Chief
Title	Resolution 1867/Confirming Mayor’s Approval of the 2022-2023 Interagency Agreement with the Washington Traffic Safety Commission for the Target Zero Program

Legislative History

- First PresentationNovember 10, 2022
- ActionNovember 10, 2022

Attachments:

- Resolution 1867
- Interagency Agreement with WTSC for Target Zero Program

Executive Summary

For the past several years, the Lake Forest Park Police Department has been awarded traffic safety funds from the Washington Traffic Safety Commission to reduce traffic-related deaths and serious injuries from impaired and distracted drivers. This resolution will accept the grant funds for the 2022-2023 Target Zero program for \$4,000.

Background

The Lake Forest Park Police Department (Department) has been awarded traffic safety funds to participate in a countywide and statewide effort to reduce traffic-related deaths and serious injuries from impaired and distracted drivers. The Washington Traffic Safety Commission (WTSC) coordinates multijurisdictional enforcement teams called “Target Zero” teams, whose goal is to reduce the number of people killed or seriously injured by impaired drivers in King County through aggressive, multi-jurisdictional, high-visibility patrols using an integrated systems approach to traffic safety which is evidenced-based and targets the locations where the most safety benefit can be realized.

The Department is part of the Region 7/8 Traffic Safety Task Force (Region 7/8). Region 7/8 has been awarded \$270,000 by the WTSC to conduct overtime High Visibility Enforcement (HVE) activities. As a sub-recipient in Region 7/8, the City has been informed by the Target Zero Manager that WTSC funds for 2022-2023 have been designated for use as follows by the Department:

Distracted Driving Patrols: \$2,000

Speed \$2,000

Total WTSC Target Zero Patrols: \$4,000

It is anticipated that the funds will be used for overtime and extra shifts, allowing additional officers to be scheduled to have a greater impact on enforcement.

Fiscal & Policy Implications

For the past several years, the Department has been awarded traffic safety funds to participate in a countywide effort to reduce traffic-related deaths and serious injuries from impaired drivers.

Alternatives

<i>Options</i>	<i>Results</i>
Approve the resolution	The Department accepts the funds to be used for overtime and extra shifts by the Department.
Don't approve the resolution	The Department will have to fund the overtime through other methods

Staff Recommendation

Approve Resolution 1867 confirming the Mayor’s approval of the Interagency Agreement with the Washington Traffic Safety Commission for the 2022-2023 Target Zero Program.

RESOLUTION NO. 1867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CONFIRMING THE MAYOR’S APPROVAL OF THE INTERAGENCY AGREEMENT AWARING GRANT FUNDS FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION (WTSC) FOR THE TARGET ZERO PROGRAM

WHEREAS, the Lake Forest Park Police Department (“Department”) is a member of the Region 7/8 Traffic Safety Task Force that was awarded a 2022/2023 Target Zero traffic safety grant from the Washington Traffic Safety Commission (“WTSC”); and

WHEREAS, the goal of the Target Zero program is to reduce traffic-related deaths and serious injuries through overtime funding for law enforcement agencies to conduct multi-jurisdictional, high visibility enforcement (“HVE”), traffic safety emphasis patrols, and Target Zero Team patrols in support of Target Zero priorities;

WHEREAS, the term of the WTSC grant is from October 1, 2022 to September 30, 2023 and is in the amount of \$270,000 for all members of the Region 7/8 Traffic Safety Task Force; and

WHEREAS, for 2022/2023, the Department anticipates receiving \$4,000 from the Region 7/8 Traffic Safety Task Force grant fund.

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

Section 1. ACCEPTANCE OF GRANT. The Lake Forest Park City Council hereby confirms the Mayor’s approval of the Interagency Agreement with the WTSC in the form hereto as **Exhibit A** for the purpose of accepting the Target Zero grant funds under the terms and conditions contained therein.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of November, 2022.

APPROVED:

Jeff Johnson

Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1867

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

LAKE FOREST PARK POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and LAKE FOREST PARK POLICE DEPARTMENT, hereinafter referred to as “SUB-RECIPIENT.”

In FFY2023, the Washington Traffic Safety Commission has delegated the management and oversight of this project to the Washington Association of Sheriffs and Police Chiefs (WASPC) by contractual agreement. WASPC will act as WTSC’s agent in the management and oversight of this project. WTSC will establish agreements with all participating agencies before transferring responsibility to WASPC. WTSC reserves the right to contact participating agencies regarding any elements of this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2023-HVE-4689-Region 7 & 8 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 7 & 8 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2023-HVE-4689-Region 7 & 8 Target Zero Task Force** was awarded to the **Region 7 & 8** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

Problem and Opportunity Statement

The main causes of serious injury and fatality collisions on Washington’s roadways are driver impairment through drug and/or alcohol use, and distracted driving. In addition, nearly one in every three fatal crashes between 2016 and 2020 involved speeding as a contributing factor. Despite an increased seat belt use rate in 2021, the number of unrestrained fatalities and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 30 percent and serious injuries have increased 58 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

In 2020, Washington experienced a 40 percent reduction in proactive traffic safety enforcement across the state.

Crash data from 2018 – 2022 (year to date for 2022) in Region 7 & 8 are in alignment with the strategic planning process at the regional June law enforcement committee meeting. Impairment and speed were the most common cause of serious injury and fatal crashes each year. The data in the table below show the number of fatal and serious injuries associated with impairment and speed are increasing over the past few years and are of great concern. Additionally, the number of fatal and serious injuries due to distraction and motorcycle safety remain elevated and require additional enforcement focus.

Behavior Type	2018 Fatal	2018 SI	2019 Fatal	2019 SI	2020 Fatal	2020 SI	2021 Fatal	2021 SI	2022 Fatal	2022 SI
Impairment	21	76	10	84	24	117	24	106	12	44
Speed	33	92	20	109	26	130	36	138	17	54
Distraction	17	129	25	127	15	89	18	122	10	54
Motorcycle	14	83	20	86	18	85	15	79	8	43

Region 7 & 8 data (see table below) show the number of crashes involving unrestrained occupants for 2018 – 2022 (year to date for 2022) has been increasing over the past few years and requires additional enforcement efforts:

2018	2019	2020	2021	2022
67	55	74	91	44

In Region 7 & 8, while most fatal and serious injury crashes are caused by impairment and speed, there are also high incidents of crashes caused by distraction and involving motorcycles and unrestrained occupants.

Project Purpose and Strategy:

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 14, 2022 – January 1, 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 3 – 10, 2023).
- Seat belt enforcement during the Click It or Ticket campaign (May 15 – June 4, 2023).
- Impaired driving enforcement during the Summer DUI campaign (August 16 – September 4, 2023).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.

2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2022, Distracted Driving campaign in April 2023, Click It or Ticket campaign in May 2023, and Summer DUI campaign in August 2023).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the event.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is a best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Mentorship for Impaired driving:
The Task Force may engage a DUI mentorship program to train additional officers for DUI related activities. Best practice for DUI mentorship includes 16 hours of instructions to an officer wanting to engage further in DUI emphasis activities. Up to 16 hours of overtime or straight time will be approved to both mentor/mentees. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1. NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these.

Mobilization	Dates
Holiday DUI	December 15, 2022 – January 1, 2023
U Drive. U Text. U Pay.	April 3 – 10, 2023
Click It or Ticket	May 15 – June 4, 2023
It’s a Fine Line (optional if funded)	July 7 – 23, 2023
DUI Drive Sober or Get Pulled Over	August 16 – September 4, 2023

3.2. COMPENSATION

3.2.1. Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region’s traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

10. FICA

11. Medicare
12. Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
13. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$270,000** to the **Region 7 & 8 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region’s traffic safety task force and TZM to be eligible for reimbursement.

The funding (Section 402, CFDA 20.600) for **Region 7 & 8** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols	\$105,300
Distracted Driving Patrols	\$46,800
Click It or Ticket	\$28,800
Speed	\$64,800
Motorcycle Safety	\$24,300
TOTAL	\$270,000

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, **must be received by WTSC no later than August 10, 2023**. All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, **must be received by WTSC no later than November 15, 2023**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of

publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing,

accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law.

Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or

failure. If the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT, or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 7 & 8 is:	The Contact for WTSC is:
Sgt. Jason Becker Lake Forest Park PD jbecker@ci.lake-forest-park.wa.us (206) 364-8216	Region 7 Target Zero Manager Rebecca Lis 206-477-5085 rlis@kingcounty.gov Region 8 Target Zero Manager Sara Wood 253-856-5856 swood@kentwa.gov	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signature Printed Name Title Date	WASHINGTON TRAFFIC SAFETY COMMISSION Signature Printed Name Title Date
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CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia
Title	Resolution 1869/Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Contract Agreement AG 22-001 with Gray & Osborne, Inc. for 35th Avenue NE Drainage Project

Legislative History

- First Presentation – November 10, 2022

Attachments:

1. Resolution 1869 Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Contract Agreement AG 22-001 with Gray & Osborne, Inc. for 35th Avenue NE Drainage Project
2. Amendment No. 1 to Professional Services Agreement 22-001 with Gray & Osborne, Inc.

Executive Summary

The Department of Public Works (DPW) recommends amending professional services agreement 22-001 with Gray & Osborne, Inc. (“Consultant”) to support additional services not included in the original contract scope of work that are necessary to complete the project. These services generally include additional pre-design evaluation of conceptual design alternatives, local permitting, and right-of-way acquisition support. This amendment would increase the Consultant’s fee by \$83,736. Funding to support this additional cost is available in Surface Water Capital Fund 404.

Background

The City executed a professional services agreement AG 22-001 (PSA) with the Consultant in February of this year to evaluate options for improving the City’s drainage system assets on 35th Avenue NE, the discharge point of which is currently located on private property. The Consultant produced a pre-design report that illustrated two conceptual design options for relocating the current discharge point and provided associated estimates of construction costs ranging from \$913,000 to \$1,379,000, depending on a variety of scope options. This pre-design evaluation also revealed local permitting (Major Tree Removal and Critical Areas Work Permits) and right-of-way/easement acquisition requirements that

were assumed to be not applicable to the project in the PSA. Additionally, the City is requesting that the Consultant evaluate an additional option for improving the system.

Completing the above-described additional services requires an amendment to the PSA. The Consultant provided DPW with a proposal to complete these services, which DPW staff have reviewed and found its scope of work and level of effort/fee to be appropriate for the required work.

Fiscal & Policy Implications

The cost of this contract amendment, and all other anticipated project costs, are supported by the City's Surface Water Capital Fund 404. The amended contract price will be \$135,696 and does not need any additional budget allocations.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt Resolution	The City will execute Amendment No. 1 the PSA AG 22-001 with Gray & Osborne, Inc. and advance the project by completing the work described in the amendment.
• No Action	The City will not execute Amendment No. 1 to PSA AG 22-001 with Gray & Osborne, Inc. The project's future is uncertain in this scenario, given the necessity of completing additional permitting and right of way acquisition support services described in this amendment.

Staff Recommendation

Review the proposed contract amendment and provide staff with any additional questions or feedback.

RESOLUTION NO. 1869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT AG 22-001 WITH GRAY & OSBORNE, INC. FOR THE 35TH AVENUE NE DRAINAGE PROJECT.

WHEREAS, the City has retained Gray & Osborne, Inc. (Consultant) to provide professional engineering design services for the 35th Avenue NE Drainage Project; and

WHEREAS, the City seeks additional professional engineering design support to complete the 35th Avenue NE Drainage Project, including additional pre-design evaluation of conceptual design alternatives and additional permitting and right-of-way acquisition support services necessary to construct the project; and

WHEREAS, the Consultant provided the City with a proposal to complete the additional professional services, which City staff have reviewed and found acceptable;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 1 to the professional services agreement AG 22-001 with Gray & Osborne, Inc. included herewith as Attachment 1.

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 ##th day of December, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1869

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Gray & Osborne, Inc.
Dated February 9, 2022

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and Gray & Osborne, Inc., AG 22-001 (hereafter the “Agreement”), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached “Exhibit A – Addendum 1”. This addendum to the scope of work generally includes additional pre-design options analysis, permitting, and right of way acquisition support services.
- 2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ~~\$51,960~~ **\$135,696** as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

- 3. Exhibit B of the Agreement is hereby amended to include the attached “Exhibit B – Addendum 1”.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

GRAY & OSBORNE, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT A – ADDENDUM 1

SCOPE OF ENGINEERING SERVICES

CITY OF LAKE FOREST PARK 35th AVENUE NE DRAINAGE IMPROVEMENTS

The City of Lake Forest Park contracted with Gray & Osborne to prepare a predesign report and construction plans for a stormwater drainage project within 35th Avenue NE right-of-way in February 2022. During the course of the predesign report, additional alternative alignments were requested to be reviewed and additional permitting and easement requirements were discovered.

This additional scope of work includes multiple revisions to the current predesign report, subconsultants for the additional permitting and right-of-way acquisition as well as additional geotechnical reconnaissance and revision to the current predesign report to allow the City to determine the preferred alternative.

Gray & Osborne, Inc. and its subconsultants will provide the design analysis, contract documents, and permits for the project. The design will be based on the finding of the Predesign Report that will be revised with the additional permitting, geotechnical, and easement acquisition information gathered in the initial phase of this scope. The following tasks have been identified for this project:

DESIGN CRITERIA

The existing scope and fee cover the overall project criteria and are not repeated in this amendment scope.

TASK DEFINITIONS

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members for the additional requested work. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage and provide monthly progress reports and invoices.

Task 2 – Survey

Site survey for the additional alternative(s) will be performed to establish horizontal and vertical control, reference existing monumentation, property corners, and verify the location and size of existing infrastructure and topography, as necessary.

Legal descriptions and exhibits of temporary construction and permanent drainage easements shall be completed as required for the selected project alternative. Up to three parcels are included in this scope.

Task 3 – Predesign Report and Base Map

Develop additional alternatives to reroute runoff from public rights-of-way, improve water quality treatment within the existing project site and advantages/opportunities and disadvantages/constraints of each alternative. Establish a priority matrix for evaluating feasibility of current and new alternatives.

1. Develop schematic plans and figures for the new alternative sufficient to illustrate the primary features for discussion and decision maker's input. Existing mapping, images, and data will be used for this effort.
2. Develop planning level cost estimates for the new alternative
3. Summarize development, costs, ranking, and recommendation for project design in a summary memo

Task 4 – Geotechnical

The Scope of services would consist of a reconnaissance of the outfall locations for the additional location(s) and amending the draft report previously submitted with the additional information. Additional exploration and engineering analysis may be required to evaluate the subsurface conditions at the new alternative outfall locations and evaluate the stability of the outfall slopes. The additional exploration is not included in this scope.

Task 5 – Engineering Design

This task is included in the original scope and fee and no additional hours are included in this amendment.

Task 6 – Permitting

Gray & Osborne will assist the City by preparing and submitting permit applications and agreements required for project construction. The initial scope included only a SEPA checklist and HPA application. This amendment scope includes The Watershed Company to provide environmental reports and permit assistance as detailed below.

Phase 1 – Permitting Review for Three Outfall Locations

1. Review background information, including the 8/7/22 Predesign Technical Memo by G&O and relevant public information on the stream.
2. Site visit to proposed outfall locations to flag the OHWM of the McAleer Creek tributary and tag significant trees within the project area.
3. Prepare and provide a delineation and tree sketch to the survey crew.
4. Prepare a memo of permitting differences between the three outfall options.
5. Attend one meeting with the project team to discuss the selection of the preferred option.

Phase 1 Assumptions

1. No wetlands are present in the study area and no delineation, ratings or reporting time is included. If wetlands are found during Phase 1, we will notify the project team and discuss the potential to amend the scope of work and contract.
2. All fieldwork will take place within the public ROW or on private properties that allow entry.
3. Access and right of entry will be pre-arranged by others ahead of our fieldwork.
4. Tree inventory efforts are limited to a Level I ISA assessment.

Phase 2 – CAR and Tree Assessment

Upon selection of the preferred alternative, we will provide the following scope of work for one outfall location:

1. Prepare a Critical Areas Report to cover work within the streambank/buffer and documenting compliance with City of Lake Forest Park stream critical area requirements.
2. Prepare an arborist report summarizing tree inventory results and outlining recommendations for removal/retention based upon the selected project alternative.

3. Prepare a stream delineation report, including classification and description of OHWM characteristics.
4. Permitting-level planting plan to restore temporary construction impacts associated with outfall installation.
5. Coordinate with the G&O drafting and engineering staff regarding their preparation of Plans, Specifications & Estimates (PS&E) to restore temporary impacts. Furnish planting species and details in a list, performance standards, and other notes/details for inclusion in the plans.
6. Project management and team coordination.
7. Direct expenses (mileage).

Phase 2 Assumptions

1. Applications and submittals for local permits will be done by Gray & Osborne, Inc.
2. The project location is outside of Shoreline jurisdiction.
3. PS&E assistance is limited to technical support and coordination. PS&E for restoration plans will not be furnished.

Overall Project Assumptions

1. One draft and one final version of each deliverable is included. Additional revisions may be accommodated if budget allows.
2. The Not-to-Exceed (NTE) figures included in the proposal assume project efficiencies of conducting all tasks together and both phases will be awarded; they are not stand-alone figures. Overages in any task may be made up for where excess budget may occur in another.
3. If work conducted on this project extends for a period of more than 6 months, hourly rates may be adjusted to reflect current rates.
4. All project deliverables shall be electronically furnished. No paper copies are included.
5. This proposal includes general coordination with the project team via email and phone. In-person meetings with the project team are not included unless specified otherwise in the scope of work.

6. SEPA efforts included in the original scope are checklists only; does not include an expanded checklist or EIS assistance.
7. Assumes that NEPA documentation/coordination is not necessary.
8. Comments from local, state, federal, or tribal entities, including third-party review consultants, related to the products in this scope of work can be subjective in nature and are therefore not predictable. Responses to comments/questions or revisions to permit documents are not included in this proposal and can be completed on a time-and-materials basis or under a separate proposal.
9. This proposal does not include construction administration, as-built documentation, or annual restoration monitoring.
10. This proposal does not include assistance with, or attendance at, a hearing examiner meeting.

Task 7 – Easement/Right-of-Way Acquisition

Right of Way Acquisition Services for the construction of 35th Avenue Drainage Improvement Project for the City of Lake Forest Park. These services will be furnished in accordance with the processes and procedures as outlined in Washington State Department of Transportation's Local Agency Guideline Manual, M36-63 and Right of Way Manual M26-01.

The overall right-of-way acquisition objectives are:

1. Negotiate to obtain permanent easements and temporary construction easements from up to three parcels.
2. Determine property values for up to three parcels to be acquired.
3. Assist the City of Lake Forest Park with the necessary acquisition forms.

A specific list of Performance Objectives is outlined in the following paragraphs.

Specific Objectives

The key objectives for this project include:

1. Review title reports. Provide the City of Lake Forest Park with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for three parcels;

2. Prepare and setup parcel files (three parcels);
3. Prepare an AOS reports for (three parcels);
4. Prepare acquisitions forms needed to obtain property in fee and property rights for the city attorney's review, and offer packages. This proposal does not include condemnation assistance, or the preparation or the negotiations of a Possession and Use agreement (two parcels);
5. Provide negotiation services for the purchase of property easements and temporary construction easements from three parcels;
6. Assist in recording documents that will adversely impact the rights being acquired;
7. Coordinate with the title company to obtain titles vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel (The City will issue actual payment of all fees and closing costs such as title policies, recording fees, and escrow services if necessary);
8. Provide overall coordination for right-of-way activities; maintain records, parcel diary reports, files, documents and reports;
9. Provide written status reports on a monthly basis and provide verbal status reports as requested;
10. Attend monthly project status meetings as requested (maximum of one meeting); and
11. Deliver completed file to the City of Lake Forest Park, a total of three parcel files.

Project Scope Exclusions

1. Those services related to obtaining releases of encumbrances from title, which require legal action;
2. Condemnation assistance, preparation of and negotiating P&U agreement, and subsequent litigation;
3. Closing costs such as recording fees, escrow services, title insurance fees, title reports, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the CITY;

4. Continuing negotiations for those parcels that are listed for condemnation or for possession and use agreements;
5. Appraisal and appraisal review fees;
6. Relocation Assistance; and
7. Legal descriptions.

Task 8 – Quality Control/Quality Assurance

Gray & Osborne will conduct in-house quality control/quality assurance reviews for the additional alternative(s). The overall design QA/QC process is included in the original scope.

DELIVERABLES

Gray & Osborne will submit the following numbers of copies to the City of Lake Forest Park:

- All documents – Four copies.
- All plan submittals – One full size sets and three reduced sets on standard plan sheets.
- Gray & Osborne will provide the City with one computer CD containing the electronic drawings and information in AutoCAD 2004 format, Microsoft Word and Excel.

EXHIBIT B - ADDENDUM 1**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST***City of Lake Forest Park - 35th Avenue Drainage Improvements*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management	2	4				
2 Topographic Survey		2		2	2	8
3 Predesign Report and Base Map		8	8	4		
4 Geotechnical Engineering		2				
5 Engineering Design						
a. Prepare 60 Percent Design Submittal						
b. Prepare 90Percent Design Submittal						
c. Prepare Final Design Submittal						
6 Prepare Permit Applications		2	2			
7 Easement/Right-of-Way Acquisitions		2				
8 Complete QA/QC Review	1	2	2			
Hour Estimate:	3	22	12	6	2	8
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$119 to \$155	\$50 to \$140	\$118 to \$163	\$262 to \$360
Estimated Fully Burdened Billing Rate:*	\$185	\$165	\$155	\$120	\$150	\$350
Fully Burdened Labor Cost:	\$555	\$3,630	\$1,860	\$720	\$300	\$2,800

Total Fully Burdened Labor Cost: \$ 9,865

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ -

Subconsultant:

Geotechnical - PanGEO, Inc. \$ 4,331

Easement Acquisition - Abayta & Associates \$ 30,564

The Watershed Company \$ 32,260

Subconsultant Overhead (10%) \$ 6,716

TOTAL ESTIMATED COST: \$ 83,736

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia, Senior Project Manager
Title	Resolution 1870/ Authorizing the Mayor to Sign a Professional Services Contract Agreement with The Watershed Company for Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination

Legislative History

- First PresentationNovember 10, 2022 Regular Meeting

Attachments:

- Resolution 1870 Authorizing the Mayor to Sign a Professional Services Contract Agreement with The Watershed Company for Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination
- Professional Services Agreement with The Watershed Company

Executive Summary

The Department of Public Works (DPW) recommends the award of a professional services contract to The Watershed Company (“Consultant”) in the amount of \$39,412.00. These services are necessary to reestablish compliance with the post-construction conditions of environmental permits issued for the Lyon Creek Flood Mitigation Project. DPW’s existing surface water capital budget and proposed 2023-2024 operating and capital budgets include adequate funding for the full amount of this contract.

Background

DPW completed the construction of the Lyon Creek Flood Mitigation project in 2016. Environmental permits issued for the project required the City to monitor the performance of constructed wetland mitigation areas for five years following construction completion. The required closeout of these permits at the end of the monitoring period was dependent upon compliance with performance standards for plant retention and invasive species control. The post-construction monitoring period concluded on December 31, 2021. Unfortunately, some permit-required performance standards remained unmet at that time, which prevents the City from closing the permits as required.

DPW requires professional support to engage the jurisdictional agencies, including the Army Corps of Engineers, the City of Lake Forest Park Planning Department, and the WA Department of Ecology, and determine corrective actions needed to reestablish permit compliance, design and manage the construction of mitigation area repairs, monitor the performance of these areas for an additional two years, and close the permits. The Consultant contributed to the design of the Lyon Creek Flood Mitigation project and related post-construction monitoring since 2017 and is qualified and best-positioned to efficiently perform the required additional professional services.

Fiscal & Policy Implications

The cost of this contract is fully supported by the City’s Surface Water Capital Fund and proposed budgets for the 2023-2024 Surface Water Capital Fund and 2023-2024 Surface Water Management Fund. The contract price will be \$39,412.00 and does not need any additional budget allocations.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt Resolution	The City will contract with The Watershed Company.
• No Action	The City will not contract with The Watershed Company. This will prevent the City from closing the environmental permits issued for the Lyon Creek Flood Mitigation Project.

Staff Recommendation

Move to adopt Resolution 1870

RESOLUTION NO. 1870**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH THE WATERSHED COMPANY FOR COMPLETE LYON CREEK FLOOD MITIGATION PROJECT MONITORING.**

WHEREAS, the Lyon Creek Flood Mitigation project was subject to environmental permit conditions requiring long-term post-construction monitoring of the project's wetland mitigation areas to ensure their conformance with specific performance standards; and

WHEREAS, the permit-required monitoring period concluded on December 31, 2021, at which point some performance standards remained unmet, which prevents the City from closing the permits as required; and

WHEREAS, the Department of Public Works (DPW) requires professional services support to complete additional permitting, design, construction management, and monitoring work necessary to reestablish compliance with the permits and complete the closeout process; and

WHEREAS, The Watershed Company ("Consultant") has provided post-construction monitoring support services for this project since 2017, and is qualified and best-suited to efficiently perform the required additional professional services; and

WHEREAS, DPW staff have received and reviewed the Consultant's proposal to provide the required professional services dated October 24, 2022 and find its scope of services and fees to be appropriate per the required work;

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

Section 1. AUTHORIZATION TO RENEW AGREEMENT . The City Council of the City of Lake Forest Park authorizes the Mayor to sign the contract agreement with The Watershed Company, included herewith as Attachment 1.

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 _____th day of December, 20____.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1870

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT**
**Agreement Title: Lyon Creek Flood Mitigation Project – Monitoring
and Agency Coordination**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and The Watershed Company (the "Consultant"), is dated this _____ day of _____ 20_____.

Consultant Business: The Watershed Company
Consultant Address: 750 Sixth Street South, Kirkland, WA 98033
Consultant Phone: 425-822-5242
Consultant Fax: 425-827-8136
Contact Name Kenny Booth
Consultant e-mail: KBooth@watershedco.com
Federal Employee ID No.: 91-1364393
Authorized City Representative for Andrew Silva
this contract:

WHEREAS, the City requires professional support services to complete permitting, landscape design, construction management, and post-construction monitoring services necessary to establish compliance with environmental permits issued for the City’s Lyon Creek Flood Mitigation Project, and thereafter to properly close these permits; and

WHEREAS, the City has selected the Consultant to perform the required services;

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 “Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination” project (“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 Schaun Valdonis. 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 December 31, 2023, 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 and expenses, shall not exceed thirty-nine thousand, four hundred, twelve Dollars (\$39,412.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, 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 Exhibit 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. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

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: Andrew Silvia, Senior Project Manager
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155
- B. Notices to the Consultant shall be sent to the following address:
The Watershed Company
Attn: Kenny Booth
750 Sixth Street South
Kirkland, WA 98033

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 last date signed below.

	CONSULTANT:
CITY OF LAKE FOREST PARK WASHINGTON	The Watershed Company
By: _____ Jeff Johnson, Mayor	By: _____ Typed/Printed Name:
_____ Date	_____ Signature
	_____ Title
	_____ Date
ATTEST:	
_____ Matthew McLean, City Clerk	
Date: _____	

APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date: _____	

EXHIBIT A

October 24, 2022

Andrew Silvia
Senior Project Manager
City of Lake Forest Park
asilvia@ci.lake-forest-park.wa.us

Re: Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination Scope and Fee

TWC Reference Number: 110715.1

Task 1. Agency Coordination:

Prior to producing any documents for the reestablishment of the mitigation site, we will assist in the coordination between the City of Lake Forest Park (City) and all agencies with jurisdiction to oversee permit conditions. These include The U.S. Corps of Engineers, Washington Department of Ecology, and Lake Forest Park Department of Planning & Building Development. The purpose of such coordination will be to determine if these agencies will sign off on the completion of certain portions of the mitigation area, discuss alternative mitigation strategies, and find solutions to the requirement for mitigation in areas where the City no longer has right of entry for such work (such as the LFP Town center). This phase assumes up to 42 hours of consulting time for such tasks including coordination, meetings, and communication via phone or email. Upon completion of this task, the scope and project limits for producing contract documents will be confirmed.

Task 2. Contract Documentation:

With the input from our agency coordination phase, we will move forward with the creation of contract documents to restore the existing Lyon Creek Flood Mitigation site and put it back on track to meet performance standards. We will provide plan drawings, in-plan specifications, and cost estimates that are bid-ready. The documents will be designed to meet the goals and objectives of the City and agency requirements. We anticipate plan drawings will not be used for permit submittals but will be used for construction purposes only. Plans will include a site preparation plan and planting plan with relevant details. We do not exclude the possibility that

existing plan documentation may continue to be relevant in some mitigation site areas.

Proposed planting and invasive plant removal have been documented in the most recent Fall Monitoring report for the site in 2021. If Lake Forest Park completes a standard template for unit-price contract documents prior to the start of this task then bid items will be adjusted accordingly to match these requirements.

Deliverables for Task 2:

- We anticipate the delivery of one set of final landscape drawings that will occur at the following milestones: 90% check set, 100% bid set, and final construction set. City comments on the 90% set will be incorporated into 100% bid set. City comments on the 100% bid set will be incorporated into the final set. We assume any revisions to the plans based on the cost estimate will be discussed using the 90% check set.
- At each milestone submittal, landscape plans will feature specifications (either on plan drawings or as a separate document depending on agency coordination phase) and a cost estimate.
- Plans will be drafted in AutoCAD and provided in PDF format. We assume no new survey or base drawings will be required.

If desired, we can provide additional progress sets and/or revisions on a time and material basis.

Task 3. Construction Administration Assistance:

We will provide construction administration assistance to the City to verify implementation of the contract documents. We will work with the City to coordinate tasks including (but not limited to): attendance at site meetings with contractors, verification of infill areas, review of materials, and reporting. This phase includes up to 40 hours of consulting time for such tasks including coordination, meetings, and communication via phone or email. If desired, we can provide additional assistance on a time and material basis.

Task 4. Annual Performance Monitoring and Reporting:

We will conduct annual monitoring and reporting for two additional years. These efforts will consist of the following tasks.

- a. Conduct annual spring maintenance inspection for two years to assess growing conditions and identify maintenance tasks for the upcoming growing season. A brief report will be provided to document site conditions and maintenance recommendations.

- b. Conduct annual late-season site monitoring inspection: each summer or fall for two years, we will visit the site to estimate plant survival, native plant cover, stem density, invasive weed cover and other items as detailed in the approved mitigation plan.
- c. Provide annual monitoring report: After the late-season monitoring inspection, we will compile an annual monitoring report that summarizes site visit findings, spring maintenance tasks, progress towards performance standards and recommendations for site maintenance and repair for the upcoming dormant season. The annual report will be prepared according Corps of Engineers requirements.

Proposal Assumptions:

1. *The above-described deliverables will be provided in PDF format. If hardcopies or large format plotting is requested copies will be billed at standard in-house rates beyond the quoted price above. Electronic copies of the project specific site plan may be requested upon acceptance of our standard disclaimer. Proprietary design and construction details are not a part of this project deliverable.*
2. *Irrigation will be specified as a bidder-designed system. We will not prepare an irrigation plan under this proposal; however, we may advise on irrigation performance and expectations.*
3. *Record as-built drawings are not included in this proposal.*
4. *Estimates are provided with the acknowledgement that The Watershed Company has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction, all of which are beyond Watershed's control and are unavoidably in a state of change. Watershed cannot and does not make any warranty, promise, or representation, either express or implied that proposals or bids will not vary substantially from probable cost estimates.*
5. *This proposal assumes there would be no major scope difference between the monitoring report recommendations and what is proposed in the contract documents described in this proposal.*
6. *No work outside of this contract will be undertaken without prior notification to the client.*
7. *The growing season is defined by the USACE standard.*
8. *For monitoring services in Task 4, distribution of monitoring reports to jurisdictional agencies is not included. All communication with Corps, Ecology and other jurisdictional agencies will handled by the contractor or property owner.*

EXHIBIT B

			Hugh Mortensen, PWS	Sam Payne	April Mulcahy	Marina French, PLA	Total Cost
Task	Subtask	Description	\$210	\$130	\$135	\$160	\$39,412.00
Enter initials to complete			HM	SP	AAM	MF	
1		Agency Coordination					
1	1.1	Coordinate and meet with agencies	12.00	12.00			\$4,080
1	1.2	Communication and project management	2.00	12.00	4.00		\$2,520
		Subtotal					\$ 6,600.00
2		Plans and Specs					
2	2.1	90 P/S/E	1.00	4.00	30.00	8.00	\$6,060
2	2.2	100 P/S/E	1.00	1.00	12.00	2.00	\$2,280
2	2.3	Final P/S/E	1.00	1.00	4.00	1.00	\$1,040
		Subtotal					\$ 9,380.00
3		Landscaping Administration					
3	3.1	Maintenance oversight				40.00	\$6,400
		Subtotal					\$ 6,400.00
4		Monitoring					
4	4.1	Year 6 Spring Monitoring Visit and Report	1.00	12.00			\$1,770
4	4.2	Year 6 Fall Monitoring Visit and Report	4.00	32.00	12.00		\$6,620
4	4.3	Year 7 Spring Monitoring Visit and Report	1.00	12.00			\$1,770
4	4.4	Year 7 Fall Monitoring Visit and Report	4.00	32.00	12.00		\$6,620
		Subtotal					\$ 16,780.00
E		Expense					
E		Mileage, GPS, other costs (see next tab)					
		Subtotal					\$ 252.00

TOTAL \$39,412.00

Expenses		Units	Resource	Rate per unit	Total
e	FISH		Electrofishing Equipment Fee	\$ 100.00	\$ -
e	TRIM		Trimble Geo XH - GPS Equipment Fee	\$ 190.00	\$ -
e	PANA		Panasonic FZ-G1	\$ 130.00	\$ -
e	MILE	400.0	Auto Mileage	\$ 0.63	\$ 252.00
e	LDMS		Location Data Mapping Device	\$ 20.00	\$ -
e	COPY		Color Printing	\$ 1.00	\$ -
e	Misc		Miscellaneous	\$ -	\$ -
				subtotal	\$ 252.00



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia
Title	Resolution 1862/Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services

Legislative History

- First Presentation – October 27, 2022
 - Second Presentation – November 10, 2022
 - Action
-

Attachments:

1. Resolution 1862 Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services
 2. Professional Services Agreement with Consor North America, Inc.
 3. Comparison of Hourly Billing Rates – Consor North America, Inc. vs. Select Local Engineering Firms
-

Executive Summary

The Department of Public Works (DPW) recommends award of an on-call professional services contract to Consor North America, Inc. (“Consor”) in the amount of \$250,000.00. This agreement would be in effect until the end of the 2023-2024 biennium and support a broad array of routine, typically small-scale tasks for which DPW requires professional support. DPW’s proposed 2023-2024 operating and capital budgets include funding for the full amount of this contract.

Background

DPW requires professional engineering and related professional services support to complete a variety of routine customer service and project-related tasks such as design of spot repairs to public assets, preparation of applications for permits and grant funding, limited investigation or study of public utility and other systems' performance and policies, and similar tasks. Currently, DPW procures and contracts for these services separately, one task at a time. Deliberate procurement and contracting processes such as these are appropriate for supporting large or unique projects, but their associated level of effort is outsized for routine, small-scale work assignments, and as such constitute an inefficient use of staff time. Staff time would be more efficiently used by establishing a single contract for an indefinite quantity of professional service across a broad array of basic service categories, including surface and stormwater engineering, sanitary sewer engineering, transportation and traffic control systems engineering, land surveying, project management support, and others. The proposed On-Call Professional Services contract would enable this right-sized approach to completing routine work.

DPW selected the Consultant following an evaluation of several engineering firms' Statements of Qualifications (SOQs) obtained from the Municipal Research & Services Center (MRSC) consultant roster and subsequent discussions with the Consultant. Engineering firms' SOQs were evaluated based on experience performing services relevant to this contract's scope of work and contextual details including the on-call contract format, and the clients' organizational size, business sector, and location. Following this evaluation, DPW staff entered into direct discussions with the Consultant to confirm their approach to the work and capacity to support the contract. Upon validating the Consultant's readiness to execute the contract, DPW finalized its selection and negotiated the terms of the contract included as Attachment 2.

The contract would be valued at \$250,000.00, though no specific quantity of work or segment of this budget would be guaranteed to the Consultant. The contract budget would be utilized as needed and per the terms of work assignments authorized for defined scopes of work and fees. The contract will limit the value of work assignments authorized by staff to \$30,000. Work assignment valued at more than \$30,000 would require Council authorization prior to execution of any such work assignments. These practices are consistent with professional services contract signing authority limits provided in Resolution 1399.

During initial discussion of the proposed contract at the October 27, 2022 regular Council meeting, Council Members expressed an interest in clarifying the contract terms to ensure that the Consultant will assign local, experienced professionals to perform contract work. As shown in Attachment 2, the proposed contract has been updated to include additional language and a new exhibit ("Exhibit D") that establishes this staffing requirement.

Council Members also sought assurances that the Consultant's billing rates have been reviewed and negotiated as necessary to ensure alignment with prevailing average rates in this industry and location. DPW has provided a comparison between the Consultant's billing rates and rates of other local engineering firms as Attachment 3. Please note that engineering firms whose rates are cited in this comparison do not include any of the aforementioned firms evaluated alongside the Consultant for award of the proposed contract. State and local requirements for procurement of architectural and engineering services prohibit consideration of pricing in evaluation of offers to provide these services; therefore, DPW based its comparison on billing rates in effect at engineering firms clearly not in consideration for this contract award, including firms currently contracted to support the City's various capital improvement projects. This comparison suggests that a modest (13% average) premium applies to Consor's billing rates relative to the average rates in effect at these select local firms. DPW considers this an acceptable variance.

Fiscal & Policy Implications

DPW's proposed 2023-2024 operating and capital budgets include funding for the full amount of this contract, as follows:

<u>Fund Number & Account Description</u>	<u>2023-2024 Proposed Budget</u>	<u>Amount for this Contract</u>
403 – Professional Services Engineering	\$373,000	\$80,000
401 – Professional Services	\$125,000	\$45,000
302 – Professional Services	\$100,000	\$100,00
101 – Professional Services	\$70,000	\$25,000
		Sum = \$250,000

Alternatives

<i>Options</i>	<i>Results</i>
Adopt Resolution	The City will contract with Consor North America, Inc. for On-Call Professional Services.
No Action	The City will not contract with Consor North America, Inc. Routine types of work expected to be performed under this contract will continue to be contracted separately.

Staff Recommendation

Review the proposed contract with Consor North America, Inc. for On-Call Professional Services and provide staff with any additional questions or feedback.

RESOLUTION NO. 1862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH CONSOR NORTH AMERICA, INC. FOR ON-CALL PROFESSIONAL SERVICES.

WHEREAS, the City’s Department of Public Works routinely requires professional engineering and related professional services support to address modest-scale tasks such as the design of spot repairs to public assets, preparation of applications for permits and grant funding, limited study of public utility and other systems’ performance and policies, and similar tasks; and

WHEREAS, a single, broadly-scoped on-call contract through which limited amounts of work would be authorized through work assignments will enable City staff to more efficiently contract for these services than establishing separate professional services contracts for each work assignment; and

WHEREAS, City staff have reviewed statements of qualifications included in the MRSC consultant rosters for the types of professional service required, and have determined that the Consultant Consor North America, Inc. and the subconsultants listed in Attachment 1 herein are best qualified to provide these services to the City; and

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with Consor North America, Inc. included herewith as Attachment 1.

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 ##th day of ####, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: On-Call Professional Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Consor North America, Inc.** (the "Consultant"), is dated this _____ day of _____ 20_____.

Consultant Business: Consor North America, Inc.

Consultant Address: 600 University Street Suite #300. Seattle, WA
98101

Consultant Phone: (206) 462-7030

Consultant Fax: N/A

Contact Name Brent Robinson

Consultant e-mail: Brent.Robinson@consoreng.com

Federal Employee ID No.: 93-0768555

Authorized City Representative for Andrew Silvia
this contract:

WHEREAS, the City's Department of Public Works requires professional engineering and related professional services support to address a variety of routine tasks of modest scale and complexity such as design of spot repairs to public assets, preparation of applications for permits and grant funding, limited study of public utility and other systems' performance and policies, and similar tasks; and

WHEREAS, a single, broadly-scoped on-call contract through which limited amounts of work would be authorized through work assignments will enable City staff to more efficiently contract for these services than establishing separate professional services contracts for each work assignment; and

WHEREAS, City staff have reviewed statements of qualifications included in the MRSC consultant rosters for the types of professional service required, and have determined that the Consultant and the subconsultants listed herein are best qualified to provide these services to the City;

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 On-Call Professional Services ("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 Brent Robinson. Additional key staff the Consultant has assigned to perform the Work are listed in Appendix D. Neither the project

manager(s) nor other key staff listed in Appendix D shall 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 December 31, 2024 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 and expenses, shall not exceed two hundred and fifty-thousand Dollars (\$250,000.00). Consultant shall be paid in such incremental amounts as are authorized by executed Work Assignment Authorizations, the form of which attached as Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A, B and C. Exhibit C includes the current rates for Consultant and Subconsultant. These rates shall not increase by more than 10.3% prior to the contract completion date.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, ap@ci.lake-forest-park.wa.us 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 Exhibits A and B according to the schedule established in Exhibits A and B. 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. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating the Consultant's professional negligence or willful misconduct in the performance of this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

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

City of Lake Forest Park
Attn: Andrew Silvia, Senior Project Manager
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Consort North America, Inc.
Attn: Brent Robinson
600 University Street Suite #300.
Seattle, WA 98101

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

CITY OF LAKE FOREST PARK WASHINGTON	CONSULTANT:
By: _____ Jeff Johnson, Mayor	Consort North America, Inc. By: _____ Signature _____

Date	Typed/Printed Name Title: Date:
ATTEST:	
Matthew McLean, City Clerk Date:	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney Date:	

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK On-Call Professional Services City of Lake Forest Park

Introduction and Background

The City of Lake Forest Park (City) contacted Consor (Consultant) to form an on-call professional services contract to support the City in delivering wastewater, stormwater, and transportation public works projects, programs, and other services. This Scope of Work is separated into 17 tasks to clearly distinguish each type of service the City may authorize the Consultant to perform through the issuance and execution of individual work assignments. Tasks 2 through 17 describe the various professional services that may be delivered, providing general descriptions of the type of work and deliverables anticipated under each task. Task 1, Contract Management, is intended for use in each work assignment to support the delivery of any work under Tasks 2 through 17, and is expected to be used on each work assignment.

Consultant will perform the following services in accordance with applicable standards of care to be defined in individual work assignments.

Task 1 - Contract Management

Objective

Provide overall leadership of contract and work assignments to deliver on City defined objectives. Task responsibilities may include, but are not limited to:

- Develop work assignment scope and fee
- Organize and manage work assignment resources within full team structure
- Monitor and control the overall schedule, budget and scope.
- Develop monthly invoices and status reports
- Coordinate with City to provide work assignment status updates. Develop requests for input or information and deliverable reviews.
- Other activities that support successful delivery of scope within budget and on schedule

Task Deliverables

Deliverables may include, but are not limited to:

- Monthly invoices with status report for all active work assignments
- Schedule updates
- Amendment scopes and fees
- Meeting minutes

Task 2 – Project Management Support

Objective

Consultant will provide owners' project management support for City capital projects and develop contract documents and contract templates to support the City in the solicitation and purchasing of professional services and public works assets. Work assignments under this task include, but are not limited to, supporting the following types of contract documents:

- Develop solicitations for professional services via Requests for Qualifications and Requests for Proposals (RFQs / RPSs)
- Develop unit price and lump sum contracts for purchasing public works assets
- Develop informal quote solicitations
- Assist City staff in advertising or otherwise distributing formal and informal solicitations, evaluating bids and proposals received, negotiating contracts, and recommending award as needed.
- Develop budgets and schedules for stormwater, wastewater, and transportation public works projects.
- Develop draft and final agreements and memoranda of understanding with public agencies and other stakeholders as needed to coordinate various capital project-related work.
- Manage the work of the City's contracted service providers such as consultants, builders, and other vendors in accordance with executed contract provisions and expectations set in City policy and planning documents, e.g. Capital Improvement Plan.

Task Deliverables

Deliverables may include, but are not limited to:

- Draft and final versions of contract documents
- Supporting materials used in the development of contract documents
- Letters of recommendation to award contracts
- Construction and Professional Service project budgets
- Project schedules

Task 3 – Grant and Funding Support

Objective

Consultant will prepare grant and loan funding to position the City for outside funding that can support the funding of public works. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Strategy development for outside funding
- Federal, State, County and other grant applications supporting wastewater, transportation and stormwater municipal systems
- Prepare other funding source applications

Task Deliverables

Deliverables may include, but are not limited to:

- Prepared Grant Applications
- Prepared Loan Applications
- Prepared applications for other funding sources

Task 4 – Public Outreach Support

Objective

Consultant will develop and manage public outreach and engagement events ranging in approach from the informed consent model to one of collaboration. Outreach may use digital means, or in person approaches. The outreach will help guide project direction, decision making, policy development, etc. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Develop and manage a public outreach plan
- Prepare web based and printed public outreach materials
- Organize and facilitate public outreach events

Task Deliverables

Deliverables may include, but are not limited to:

- Public Outreach Plans
- Public Outreach Materials

Task 5 – Transportation and Traffic Management Systems Support

Objective

Consultant will conduct studies and design of improvements to the transportation system at the to improve pedestrian access, traffic management, and roadway conditions, among others. Work assignments will include, but are not limited to, supporting the following types of activities:

- Investigate transportation system improvements and develop traffic studies
- Plan and design transportation system improvements for curb ramps, pavement restoration, spot improvements, etc.

Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

Task 6 – Surface and Stormwater Management Support

Objective

Consultant will conduct studies and design of improvements to the surface water and stormwater management system to improve flooding, water quality of runoff, or system failures. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Investigate surface water and stormwater issues as they arise
- Plan and Design system improvements

Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

Task 7 – Sanitary Sewer Management Support

Objective

Consultant will conduct studies and design of improvements to the sanitary sewer management system to improve capacity constraints, system failures, or backups. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Investigate sanitary sewer system improvements as they arise
- Plan and design system improvements

Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

Task 8 – Geotech and Hydrogeological Support

Objective

Consultant will conduct geotechnical and hydrogeological investigations to support site scale investigation and support planning and design of improvement projects. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Conduct site geotechnical investigations
- Provide geotechnical design for new or replaced facilities and assets
- Conduct site and/or basin hydrogeological investigations

Task Deliverables

Deliverables may include, but are not limited to:

- Technical memoranda
- Design related deliverables

Task 9 – Landscape Architecture Support

Objective

Consultant will conduct environmental monitoring and maintenance of vegetation to protect the ecosystem and in support of the City's permits. Work assignments under this task will support the following types of activities:

- Conduct long term monitoring of mitigation areas installed per environmental permits
- Develop work orders for maintenance activities
- Provide professional arborist services to support local tree permit applications

Task Deliverables

Deliverables may include, but are not limited to:

- Monitoring Plans
- Work orders
- Technical memorandums

Task 10 – Permitting Support

Objective

Consultant will prepare, submit, and track environmental and other owner-obtained permits required for public works projects.

Task Deliverables

Deliverables may include, but are not limited to:

- Prepared Permit Applications
- Permitting strategy reports

Task 11 – Surveying Support

Objective

Consultant will perform field survey, as required, for public works projects and real property related activities. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Conduct site topography survey
- Conduct boundary line adjustment survey
- Conduct platting and real property survey
- Conduct survey to support planning, design and construction

Task Deliverables

Deliverables may include, but are not limited to:

- Survey mapping
- Short plats

- Boundary line adjustments,
- ALTA surveys,
- Record of surveys and municipal utilities permit drawings.
- Field stake parcels
- Legal descriptions

Task 12 – Geographic Information Systems Support

Objective

Consultant will develop and refine the City's Geographic Information System (GIS) for the sewer, stormwater, and transportation networks. Work assignments under this task will include, but not be limited to, supporting the following types of activities:

- Data entry to refine asset attributes
- Data entry to add additional attributes and facilities
- Strategy development to create robust and usable GIS
- Data analysis
- Map development

Task Deliverables

Deliverables may include, but are not limited to:

- New/refined datasets and maps
- Technical memoranda
- Data analysis
- Map development

Task 13 – Right of Way Acquisition Support

Objective

Consultant will prepare right of way acquisition appraisals and support right of way acquisition negotiations. Work assignments under this task will include, but is not limited to, supporting the following types of activities:

- Prepare right of way acquisition appraisals
- Support right of way acquisition negotiations
- Support presentations to City Council

Task Deliverables

Deliverables may include, but are not limited to:

- Prepared appraisals and acquisition-related documentation

Task 14 – Cost Estimating Support

Objective

Consultant will prepare construction and professional services cost estimates. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Develop engineer's estimates of probable construction cost for AACE Classes 1, 2, 3, 4, 5, and 10
- Prepare professional services cost estimates

Task Deliverables

Deliverables may include, but are not limited to:

- Construction Cost Estimates
- Professional Services Cost Estimates

Task 15 – Construction Engineering and Management Support

Objective

Consultant will conduct construction management and construction engineering services for public works projects in transportation, sewer, and stormwater. Work assignments under this task will include, but not be limited to, supporting the following types of activities:

- Construction inspection and observation
- Construction management
- Contractor submittal reviews
- Requests for information (RFIs)
- Change order reviews

Task Deliverables

Deliverables may include, but are not limited to:

- Information to support RFIs
- Daily inspection reports
- Contractor submittal comments

Task 16 – Policy Development

Objective

Consultant will develop and refine new and existing policies to support efficient public works delivery and management in Tasks 2 through 15. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Conduct policy research to provide comparative basis
- Develop and refine policy (e.g. municipal code) language
- Workshop policy language with stakeholders, City staff, and elected officials

Task Deliverables

Deliverables may include, but are not limited to:

- New or Refined Policy language
- Research and development memoranda

Task 17 – Professional Peer Review Support

Objective

Consultant will provide professional peer review of any deliverables or documentation related to the topics in Tasks 2 through 16, or similar deliverables or documentation produced outside of this contract. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Conduct professional review of planning and technical deliverables
- Provide input and guidance related to quality and accuracy of reviewed documentation
- Conduct peer review workshops to support design detail and/or strategic direction decision making

Task Deliverables

Deliverables may include, but are not limited to:

- Review Comments
- Workshop Materials
- Summary memoranda

EXHIBIT B
WORK ASSIGNMENT AUTHORIZATION FORM

ON-CALL PROFESSIONAL SERVICES
WORK ASSIGNMENT AUTHROIZATION

AGREEMENT NO: AG-xxx WORK ASSIGNMENT NO: AG-xxx-WAxx

CONSULTANT(S): Consor North America, Inc.

The general provisions and clauses of the Agreement referenced above shall be in full force and effect for this Work Assignment.

Scope of Work:

(describe work assignment understanding/assumptions, site/study area location, tasks, deliverables, deadlines, etc.)

or

See Exhibit A, which is attached hereto and by this reference made part of the Agreement.

Work Assignment Budget:

Task No.	Task Title	Fee
x	xxxxx	\$xxx.xx
x	xxxxx	\$xxx.xx
x	xxxxx	\$xxx.xx
Maximum Amount Payable per this Work Assignment (Total Fee) =		\$xxx.xx

Work Assignment Completion Date: MONTH DD, YYYY

Approvals:

Consultant Project Manager Signature: _____ Date: _____

Work Assignments less than \$30,000.00

Public Works Director Signature: _____ Date: _____

Work Assignments greater than \$30,000.00:

Mayor Signature: _____ Date: _____

Authorization per City Council Resolution No.: _____

EXHIBIT C
CONSULTANT HOURLY RATE SCHEDULE

**2022 SCHEDULE OF CHARGES****Personnel:**

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2022 Rates</u>	<u>Billing Classifications</u>	<u>2022 Rates</u>
Principal Engineer VI	\$294	Construction Manager X	\$285
Principal Engineer V	\$284	Construction Manager IX	\$265
Principal Engineer IV	\$273	Construction Manager VIII	\$250
Principal Engineer III	\$263	Construction Manager VII	\$241
Principal Engineer II	\$252	Construction Manager VI	\$224
Principal Engineer I	\$242	Construction Manager V	\$207
Professional Engineer IX	\$233	Construction Manager IV	\$196
Engineering Designer IX	\$225	Construction Manager III	\$179
Professional Engineer VIII	\$221	Construction Manager II	\$165
Engineering Designer VIII	\$215	Construction Manager I	\$140
Professional Engineer VII	\$211	Inspector VII	\$207
Engineering Designer VII	\$204	Inspector VI	\$190
Professional Engineer VI	\$201	Inspector V	\$172
Engineering Designer VI	\$194	Inspector IV	\$160
Professional Engineer V	\$190	Inspector III	\$142
Engineering Designer V	\$184	Inspector II	\$129
Professional Engineer IV	\$180	Inspector I	\$110
Engineering Designer IV	\$176	Technician IV	\$173
Professional Engineer III	\$173	Technician III	\$158
Engineering Designer III	\$173	Technician II	\$137
Engineering Designer II	\$163	Technician I	\$121
Engineering Designer I	\$152	Project Coordinator IV	\$168
Principal III	\$299	Project Coordinator III	\$152
Principal II	\$280	Project Coordinator II	\$137
Principal I	\$255	Project Coordinator I	\$126
Project Manager III	\$230	Administrative III	\$126
Project Manager II	\$205	Administrative II	\$116
Project Manager I	\$180	Administrative I	\$104
Cost Estimator III	\$273		
Cost Estimator II	\$221		
Cost Estimator I	\$168		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

City of Lake Forest Park - NPDES and SW Planning Support		
Herrera Environmental Consultants, Inc.		
2022 Billing Rates		
Labor Category	All Inclusive Hourly Billing Rate	
	Minimum	Maximum
President, Vice President	279.51	335.33
Engineer VI / Scientist VI / Planner VI / GIS Analyst VI	216.97	303.37
Engineer V / Scientist V / Planner V / GIS Analyst V	205.47	273.27
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / CAD Technician IV /GIS Analyst IV	161.81	237.32
Engineer III / Scientist III / Planner III / Landscape Architect III / CAD Technician III / GIS Analyst III	129.44	203.62
Engineer II / Scientist II / Planner II / Landscape Designer II / CAD Technician II / GIS Analyst II	104.21	176.19
Engineer I / Scientist I / Planner I / Landscape Designer I / CAD Technician I /GIS Analyst I	77.05	145.37
Intern	71.91	80.90
Accounting Administrator I, II, III, IV, V	87.32	245.41
Project Accountant I, II, III, IV	92.46	162.35
Administrative Coordinator II, III, IV / Word Processor II, III	78.76	142.35

Barney and Worth Hourly Rates for Professional Services

Employee	Rate
Clark Worth, Principal	\$280
Libby Bakke, Principal	\$280
Chris Hoffman, Principal	\$255
Tammy Menkerud, Senior Managing Associate	\$255
Jenna Franklin, Senior Associate	\$230
Aubrie Koenig, Senior Associate	\$230
Kimi Sloop, Senior Associate	\$230
Susanna Julber, Senior Associate	\$230
Martin Bartlett, Associate II	\$180
Julie Hunter, Research Associate	\$168
Melissa Porter, Project Assistant	\$152
Trisha Maxfield, Project Assistant	\$137
Katie Wilson, Project Assistant	\$137
Vic Parker, Graphic/Web Designer	\$126
Clerical/Support II	\$116
Clerical/Support I	\$104

GENERAL TERMS AND CONDITIONS

AGREEMENT FOR PROFESSIONAL SERVICES

Dated:

To:

Re:

1. Professional Services

Fees for services are based on the time expended on the project, including travel. The fee will be computed by multiplying the number of hours worked by the hourly rate listed below:

Groundwater Consulting - \$175

Expert Services - \$200

Expert/Litigation Services - \$250

2. Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include but are not limited to expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out of town delivery service, express mail, photography, film laboratory, equipment fees, and job related shipping charges and supplies. A unit price of \$25 per hour will be charged for use of groundwater modeling software.

3. Borings, Geophysical Surveys And Other Explorations, Field Tests, Laboratory Tests, And Other Contract Services

When we engage a contractor(s) for drilling or other exploration, testing, and/or other contract services, we will invoice you for the contractor's services plus 20 percent. Their invoices will be included in our invoice without markup. Borings, geophysical surveys, pile loading tests, plate bearing tests, in-situ tests and other field tests conducted using our equipment and personnel will be billed for labor as calculated under first paragraph of this schedule, plus the usage of our equipment at our current equipment usage rate.

4. Use Of Subconsultants and Consultants

If it is agreed that Richard Martin Groundwater LLC will not issue subcontracts and/or consultants exceeding \$10,000, and as a part of its work hereunder without your prior written consent, consent shall not be unreasonably withheld. When subconsultants and/or consultants are used, the total cost of their services will be marked up to 20 percent.

5. Standard of Care

The standard of care for all professional Services performed or furnished by Richard Martin Groundwater LLC under this Agreement shall be the skill and care ordinarily exercised by other members of Richard Martin Groundwater LLC's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by Richard Martin Groundwater LLC.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling

2022 CHARGE RATES

PROFESSIONAL STAFF

HOURLY RATE

Project Surveyor I	\$134.00
Project Surveyor II	\$102.00

TECHNICAL STAFF

Office Technician I	\$98.00
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FIELD STAFF

Field Technician I	\$102.00
Field Technician II	\$80.00
HAZMAT SURVEYOR (40-hr certified)	\$102.00
2-Man Survey Crew	\$182.00
3-Man Survey Crew	\$284.00

ADMINISTRATIVE STAFF

Administrative Support	\$98.00
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SUBCONSULTANTS

APS Locators	\$100.00
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EXPENSES

All expenses properly incurred in the performance of the work including, travel and per diem, telephone calls, reproduction and blueprinting, equipment and supply purchases, and such other service and materials as may be required, shall be billed at cost.

TRAVEL

Per diem and lodging will be State/County specified. Mileage rate will commensurate with current Internal Revenue Service (IRS) schedules. Air travel shall be coach class at lowest possible price.

SUBCONSULTANTS

Client approved subconsultants will be charged at actual expense plus a 10-percent burden to cover administration, insurance, and business taxes levied on gross income.

INVOICING PROCEDURE

Charges to be billed monthly accompanied by a summary to time spent by each staff member on the project, along with related direct charges. Invoices are payment NET 30 DAYS from date of issue. Delinquent accounts will be assessed a late payment penalty for any invoice not paid within 30 days of invoice date, equal to a finance charge on the unpaid amount from the due date until paid at the rate of 1.5 percent.



GEOSCIENCES INC.
DBE/MWBE

21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010
Phone: 425.774.0106 | Fax: 425.774.2714
www.hwageo.com

HWA GEOSCIENCES INC.

2022 HOURLY AND BILLING RATES

EMPLOYEE	TITLE	HOURLY RATE	Overhead 2.0831	Fixed Fee 30.00%	Billing Rate
Anna Ataman	Administrative Support	\$25.50	\$53.12	\$7.65	\$86.27
Stephanie Murphy	Administrative Support	\$30.00	\$62.49	\$9.00	\$101.49
Catherine Fry	CAD	\$31.00	\$64.58	\$9.30	\$104.88
Vasiliy Babko	Contracts Administrator	\$41.00	\$85.41	\$12.30	\$138.71
Cierra Wilson	Geologist I	\$27.50	\$57.29	\$8.25	\$93.04
Isaac Wiken	Geologist II	\$28.00	\$58.33	\$8.40	\$94.73
Richard Mueller	Geologist II	\$28.00	\$58.33	\$8.40	\$94.73
Charlie Parks	Geologist II	\$28.00	\$58.33	\$8.40	\$94.73
Mary Alice Benson	Geologist II	\$30.00	\$62.49	\$9.00	\$101.49
Christian Bourgeois	Geologist II	\$34.00	\$70.83	\$10.20	\$115.03
Vincent Oskierko	Geologist III	\$36.00	\$74.99	\$10.80	\$121.79
Ayla Heinze Fry	Geologist III	\$36.00	\$74.99	\$10.80	\$121.79
Greg Krankurs	Geologist IV	\$41.00	\$85.41	\$12.30	\$138.71
Seth Pemble	Geologist IV	\$41.00	\$85.41	\$12.30	\$138.71
Nicole Kapise	Geologist VI	\$47.00	\$97.91	\$14.10	\$159.01
Bret Salazar	Geologist VI	\$48.50	\$101.03	\$14.55	\$164.08
Steve Greene	Geologist VIII	\$76.00	\$158.32	\$22.80	\$257.12
Lucas Cressler	Geotechnical Engineer I	\$35.50	\$73.95	\$10.65	\$120.10
Ahmed Mahmood	Geotechnical Engineer I	\$36.25	\$75.51	\$10.88	\$122.64
Shane Miller	Geotechnical Engineer IV	\$48.50	\$101.03	\$14.55	\$164.08
Sean Schlitt	Geotechnical Engineer V	\$53.00	\$110.40	\$15.90	\$179.30
Ali Sirjani	Geotechnical Engineer V	\$53.00	\$110.40	\$15.90	\$179.30
Joseph Westergreen	Geotechnical Engineer V	\$54.00	\$112.49	\$16.20	\$182.69
Dila Saidin	Geotechnical Engineer V	\$55.00	\$114.57	\$16.50	\$186.07
Sandy Brodahl	Geotechnical Engineer VI	\$70.00	\$145.82	\$21.00	\$236.82
Michael Place	Geotechnical Engineer VII	\$73.00	\$152.07	\$21.90	\$246.97
Bryan Hawkins	Geotechnical Engineer VIII	\$78.00	\$162.48	\$23.40	\$263.88
JoLyn Gillie	Geotechnical Engineer VIII	\$81.00	\$168.73	\$24.30	\$274.03
Donald Huling	Geotechnical Engineer VIII	\$81.00	\$168.73	\$24.30	\$274.03
Alex Forcos	Lab/Field Technician I	\$22.00	\$45.83	\$6.60	\$74.43
Matthew Kalb	Lab/Field Technician I	\$22.00	\$45.83	\$6.60	\$74.43
Alex Hodges	Lab/Field Technician II	\$26.00	\$54.16	\$7.80	\$87.96
Nicholas Johnson	Lab/Field Technician II	\$27.00	\$56.24	\$8.10	\$91.34
Kristin Nolan	Lab/Field Technician IV	\$38.50	\$80.20	\$11.55	\$130.25
Scott Shipley	Lab/Field Technician V	\$46.15	\$96.14	\$13.85	\$156.13
Arnie Sugar	Principal IX	\$88.00	\$183.31	\$26.40	\$297.71
Ralph Boirum	Principal IX	\$97.50	\$203.10	\$29.25	\$329.85
Sa Hong	Principal IX	\$97.50	\$203.10	\$29.25	\$329.85

Notes: * Represents Capped Billing Rate



9/28/2022

City of Lake Forest Park / On-Call Services	
UFS Not to Exceed Hourly Billing Rates - ROW Support Services	
Classification	NTE Hourly Billing Rate
ROW Oversight	\$132.23
Project Manager	\$118.90
Senior Relocation Specialist	\$110.70
Senior Acquisition Specialist	\$106.60
Relocation Specialist	\$98.40
Acquisition Specialist	\$94.30
Title /Escrow Specialist	\$77.90
Senior Administrative Specialist	\$61.50

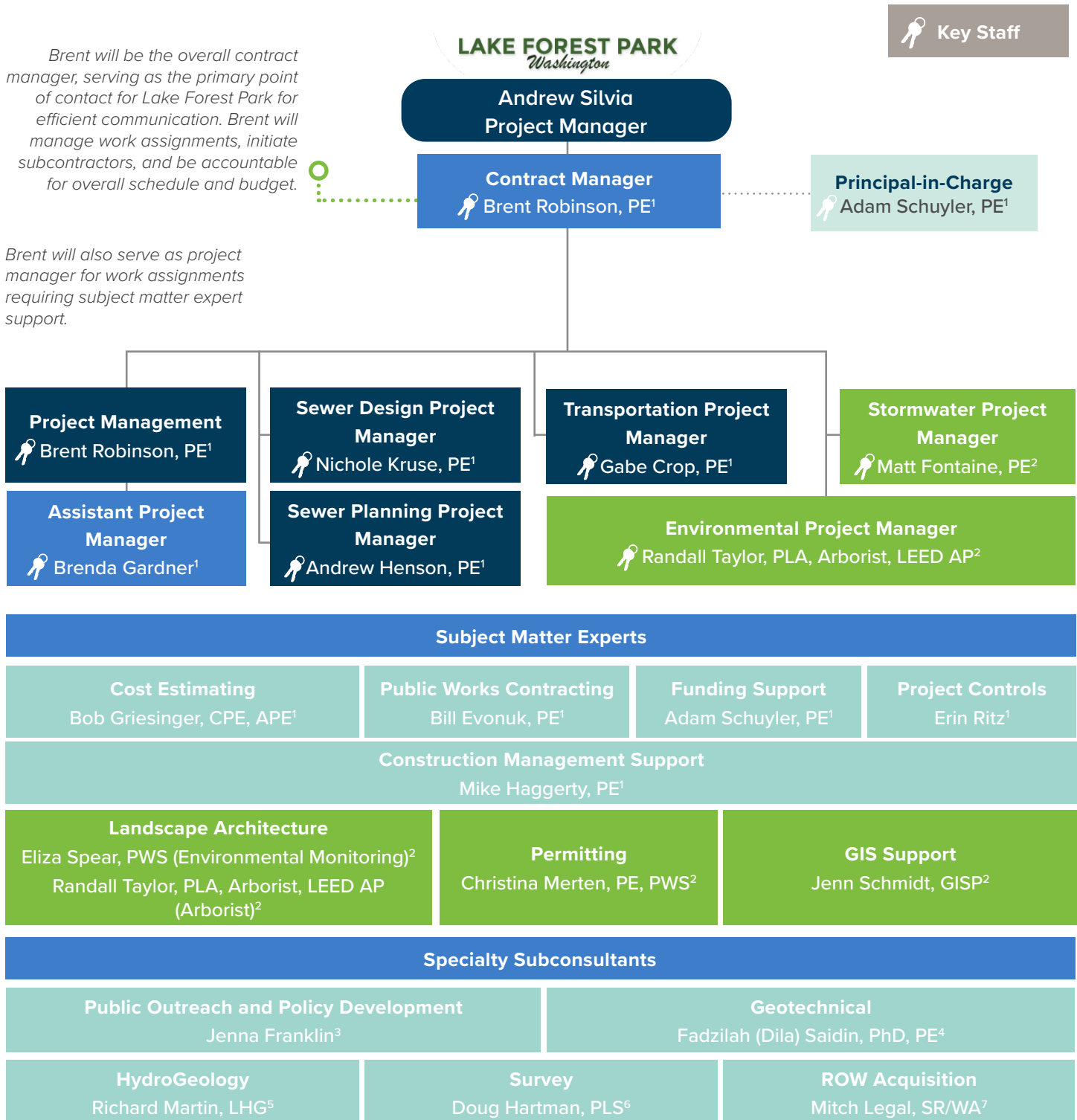
a) Billing Rates exclude reimbursable expenses for Mileage, Parking, Postage Road Tolls, Ferry Fees, etc.

b) Mileage to be reimbursed at the IRS approved rate at the time mileage is incurred.

EXHIBIT D
CONSTULTANT'S KEY STAFF

TEAM STRUCTURE AND ORGANIZATIONAL CHART

The team below brings together the best of the northwest's talent in sewer and stormwater management, leveraging longstanding and productive relationships between staff at Consor and Herrera. The sub consultant team members are regular partners on projects and on-call contracts that Consor leads here in Puget Sound. This team is ready to move on day one!



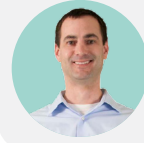
1 - Consor | 2 - Herrera | 3 - Barney & Worth (B&W) | 4 - HWA Geosciences (HWA) | 5 - Richard Martin Groundwater, LLC | 6 - DHA Surveyors (DHA) | 7 - Universal Field Services (UFS)

PROJECT MANAGEMENT SUPPORT

Delivering municipal services efficiency and on time requires having an accountable person at the helm, guiding projects and programs to their end goal. Consor regularly supports local municipalities as internal project managers and as hired City Engineers, ensuring assets are purchased and capital projects are delivered. Brent Robinson will lead the team of project managers and subject matter experts to advertise public works projects, develop schedules and budgets, draft purchasing contracts, deliver work to completion, and negotiate agreements and contracts to move the City’s work forward. In particular, Bill Evonuk will leverage experience drafting purchasing contracts in his role as City Engineer to support the City’s goal of streamlining purchasing, a key body of work in this on-call contract.



BRENT ROBINSON, PE 
Project Manager



BILL EVONUK, PE
Public Works Contracting SME

CITY ENGINEER, Cities of King City and Sheridan, OR



Bill currently serves as Consor’s primary contact for City Engineering services for the City of King City and recently served as assistant City Engineer for the City of Sheridan, Oregon. Under these assignments, Bill has developed purchasing contracts and solicitations for public works projects, serving as the internal project manager. Bill developed solicitation documents for small projects where a minimum of three quotes were required by state law, and for larger design, bid, build projects that were advertised to the contracting community for competitive bids. Project examples that Bill developed solicitation documents for and served as the project manager include, 116th Avenue Roadway Reconstruction project, Royalty Parkway Street and Storm Drainage Improvements project, King City Cul-de-sac Resurfacing project (2007), King City Cul-de-sac Resurfacing project (2008), Street and Curb Marking project (2007 and 2015), City Park Gazebo (2010), King George Drainage (2009), 131st Avenue Improvements (2019), and the SW King Richard Drive Resurfacing Projects, Phases 1 and 2 (2019 and 2021).

GRANT/OTHER FUNDING

Grant and loan funding can support the City to deliver public works and keep rates and taxes affordable. Adam Schuyler has successfully applied for, and received, grant funding from the Washington State Revolving Fund for multiple water projects throughout Puget Sound. Supporting him will be Barney and Worth who have expertise in WIFIA funding for large public works. Together, and with the support of Herrera, this team will support Lake Forest Park in strategically positioning for outside funding for projects across all three municipal systems.



ADAM SCHUYLER, PE 
Project Manager



BARNEY & WORTH
Grant and Funding SME

FACILITY PLAN/SEWER UPDATES, Kitsap County, WA



Consor is assisting Kitsap County with the update of three Facility/Sewer Plans that serve the Central Kitsap, Suquamish, and Kingston basins. Deviating somewhat from past planning efforts, the plans for these systems will be developed in concert with one another to provide a holistic perspective, presenting Plans to the County that prioritize improvements, maximize value, and are easily understood by rate payers, developers, and County staff.

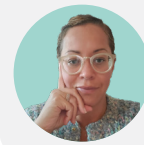
The County obtained SRF funding for this project, with application assistance from Consor staff. Ecology coordination at every stage of the project life has been important, to gain buy-in from regulators and to make sure funding requirements are being met. Funding related to planning projects is ideal, as working with Ecology early on sets up success for future Capital Improvement projects stemming from the planning effort.

PUBLIC OUTREACH SUPPORT

Making decisions around a strategic utility direction or on a specific problem or design is done best with the input of the people who both pay for, and use those services. Barney and Worth brings deep experience in public outreach, ranging from an informed consent model, to engagement that truly collaborates with the public. Their strategic planning experience will support the City in preparing for, executing, and debriefing on public outreach to guide direction and decision making.



BRENDA GARDNER, PE
Project Manager



JENNA FRANKLIN
Public Outreach Support Lead

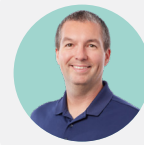
METRO NEMP, King County Metro Transit, WA



Conсор led stakeholder, customer, and community engagement for the nation’s ten largest mobility service providers. We implemented outreach campaigns targeting diverse and multilingual communities, facilitated advisory committees, and built partnerships to expand engagement. Conсор developed engagement materials, social and digital ad campaigns, online and in person events, websites, and convened community forums. Conсор assessed community needs, equity opportunities, and analyzed feedback gathered through canvassing, interviews, comment forms, and surveys. Conсор’s work informed service decisions and included reports on outreach to project decision-makers, county council members, the media, and the public.

TRANSPORTATION & TRAFFIC MANAGEMENT SYSTEMS

Transportation infrastructure connects communities to recreation, commerce, and each other. Getting everyone to their destinations safely and cost effectively is of paramount importance. Gabe Crop will lead studies and design of improvements to the transportation system at the site scale to improve pedestrian access, traffic management, and roadway condition. He will call on internal experts in transportation improvements depending on each task order’s specific needs.



GABE CROP, PE
Transportation Project Manager

2016 PAVEMENT PRESERVATION, City of Arlington, WA



Conсор was selected by the City to perform design and bidding support services for the 2016 Pavement Preservation project. The project included asphalt overlay of four City streets and ADA curb ramp improvements. Conсор designed the asphalt overlay, full depth spot repair and striping improvements for one street and all of the ADA improvements. The ADA improvements involved evaluation of existing curb ramps and design of 46 curb ramps. The City took the lead on developing the specifications and Conсор assisted the City by reviewing the complete Contract Documents and recommending revisions to ensure cohesive plans, specifications and bid schedule. Close coordination and collaboration between Conсор and the City was required to develop consistent and complete Contract Documents.

SURFACE & STORMWATER MANAGEMENT

Effective stormwater management improves public safety and protects the environment from urban development. Matt Fontaine will lead all work assignments related to investigation, planning, and design of stormwater system improvements. These projects will likely be site scale in nature, developing solutions to nuisance spot drainage flooding issues.



MATT FONTAINE, PE
Stormwater Project Manager

STORMWATER COMPREHENSIVE PLAN, City of Port Orchard, WA



The City of Port Orchard seeks to complete their inaugural stormwater comprehensive plan using a holistic watershed approach. Herrera is leading a multidisciplinary team so that capital improvements, program needs, financial analysis and watershed planning integrate to provide a roadmap over the next 10 to 20 years. The approach best suited for Port Orchard is a two-phased effort with Phase 1 tasks informing Phase 2 scoping and tasks. Phase 1 completed the basin delineation and basin characterization of ecosystem value, beneficial use assessment and stormwater impacts for the Ecology basin planning requirements, draft capital improvements projects list, program goals and levels of service framework, initial capital facilities charge discussion, and program needs assessment. Herrera and the team assessed problem areas in the field, including areas provided through public input, to determine Phase 2 system modeling needs for the capital program. Basin characterization

identified key source data and data quality for listed species use, ecosystem values for both streams and nearshore, and existing stormwater and future development impacts. During Phase 2 Herrera will develop basin scoring, prioritization, and lead stakeholder engagement. A StoryMap and heat maps will be used to visualize basin conditions for both internal and external stakeholders. As the capital improvement project list is scored and prioritized, basin planning will then be integrated to influence the projects list based upon the selected high priority catchment and identified target beneficial use. Herrera’s multi-firm team of engineers and planners are on schedule and budget to complete this plan, setting a course for the City to manage stormwater with a watershed mindset

SANITARY SEWER MANAGEMENT

The sanitary sewer system is the underpinning of public health in urbanized areas. Ensuring its proper operation keeps people safe and healthy. Analysis and planning of sewer improvements will be lead by Drew Henson, Consor’s technical practice leader for planning and modeling. Design of improvements to the sewer system will be lead by Nichole Kruse. Projects will include site scale improvements to sewer capacity and asset replacement.

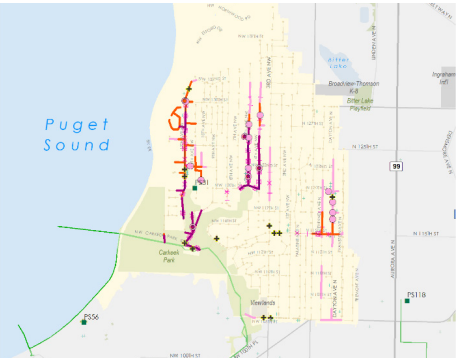


DREW HENSON, PE
Sewer Planning Project Manager



NICHOLE KRUSE, PE
Sewer Design Project Manager

WASTEWATER SYSTEM ANALYSIS, Seattle Public Utilities, WA



Consor completed SPU’s first system-wide wastewater system analysis project. SPU needed a comprehensive analysis of their entire collection system to better understand system issues and prioritize problem areas. This project included evaluation of system performance parameters to be used to identify system deficiencies. Workshops were held with a wide range of project stakeholders including the planning group, engineering, and operations and maintenance to discuss the impacts of several performance targets in terms of future policy decisions and costs implications.

Hydraulic and hydrologic (H/H) models were used to identify system deficiencies by comparing model output to the selected performance targets. Model simulations were then used to produce results for each level of service and the results were displayed in maps.

GEOTECHNICAL

Sound geotechnical engineering supports every aspect of the built environment. Dila Saidin of HWA GeoSciences will lead geotechnical investigations to support site scale investigation and design work assignments. She can deliver soils characterization for drainage considerations, as well as guide geotechnical design for new or replaced facilities and assets.



BRENT ROBINSON, PE
Project Manager



DILA SAIDIN, PE
Geotechnical Subconsultant

PIONEER TRAILS PUMP STATION REPLACEMENT, Silver Lake Water & Sewer District



The pump station replacement project was implemented in two phases: Phase 1 was preliminary design which included gathering existing data, performing a site reconnaissance, and conducting a geotechnical investigation associated with the proposed new pump station and force main alignment. It also included permitting and utility coordination, evaluation of layout alternatives and preliminary design. Phase 2 included final design, bidding and construction observation and testing services.

The new pump station facility consisted of a wet well, an electrical, instrumentation and control (EI&C) building, meter and valve vaults, fuel tank pad and generator housing. Maximum excavation was approximately 35 feet for the wet well. The EI&C building was above-ground. The shallow water table, relatively poor soils in the upper 10 feet at the

project site and limited work area would pose a challenge during excavation as well as ensuring adequate bearing capacity for the EI&C building. HWA reviewed shoring options for the excavation of the wet well and provided recommendations to achieve the required bearing capacity for the EI&C building and the generator pad.

HYDROGEOLOGICAL

Hydrogeologic engineering can support many types of investigation and design efforts, ranging from site scale analysis of groundwater conditions, to basin scale assessments. Richard Martin will lead hydrogeologic work assignments to support analysis, as well as design of remediation and dewatering systems.



BRENT ROBINSON, PE
Project Manager



RICHARD MARTIN, LHG
Hydrogeological Subconsultant

OLYMPIC HILLS ELEMENTARY SCHOOL, Seattle Public Schools - Cornerstone Constructions, WA



RMGW designed a temporary construction dewatering system for the new Olympic Hills Elementary School in North Seattle. The project included construction of a sewer lines, storm drains, a large detention vault, and building footings, which were below the water table and groundwater control was required to construct these structures. RMGW reviewed soil and groundwater conditions at the site and performed slug tests to estimate soil hydraulic conductivity. The dewatering system consisted of 12 large diameter wells along the perimeter of the detention vault excavation. RMGW's analysis indicated that this dewatering system would be sufficient to lower the water table for construction of the other utilities. RMGW observed installation and operation of the dewatering system, and the excavations were successfully completed without groundwater inflows.

LANDSCAPE ARCHITECTURE

Keeping environmental vegetation healthy and thriving protects the ecosystem and keeps cities beautiful. Work assignments in this body of work will be led by two of Herrera’s staff. Eliza Spear will lead environmental monitoring in support of the City’s permits, in addition to managing task orders to ensure continued maintenance for these assets. Randall Taylor will provide arborist professional services to support local tree permit applications and is a registered landscape architect.

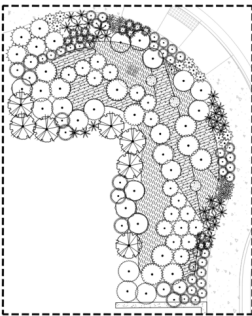


RANDALL TAYLOR, PLA, LEED AP
Environmental Project Manager



ELIZA SPEAR, PWS
Environmental Monitoring SME

JUDSON ST DOWNTOWN LID, City of Lynden, WA



PLANT SCHEDULE BIORETENTION			
TREES	CODE	QTY	RECOMMENDATION
TREES	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact
	COR RUS	16	Cornus sericea 'Rutledge'
	LOC RUS	7	Locustus glabra
SHRUBS	MAN CORN	10	Manisotia quadrifida Compact
	SAL PUR	3	Salix purpurea 'Nana'
	SPY DOU	11	Spirea douglasii
	SPY DOU	11	Spirea douglasii
PERENNIALS	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact
PERENNIALS	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact
	ARB CORN	7	Arbutus menziesii Compact

The City of Lynden was awarded grant funds from Ecology to retrofit five blocks of downtown Lynden with green stormwater infrastructure. Herrera led the landscape architecture and stormwater design for this project, including bioretention, permeable pavement, infiltration facilities, and native plantings, as well as project permitting including SEPA. Herrera led the Ecology grant deliverables including the design report, stormwater facility design, cost estimating, scheduling, and applying for Ecology grant funding for construction costs. The first phase of the project is set for construction in the summer 2023.

PERMITTING

Permitting is often a required step in any public works project, typically defining a project’s critical path schedule. Permitting lead Christina Merten will lead all permitting related work, supporting SEPA checklist development, critical area development permit applications, tree impact and removal permitting, and programmatic Department of Fish and Wildlife and US Army Corps of Engineers Hydraulic Project Approval permits.



MATT FONTAINE, PE
Project Manager



CHRISTINA MERTEN
Permitting SME

UTILITIES SPECIALTY ON-CALL PROFESSIONAL SERVICES (2020-2022) FOR WATER SEWER STORMWATER - ENVIRONMENTAL ANALYSIS AND PERMITTING, City of Bellevue, WA



This three year on-call contract focuses on providing professional services to support and augment the work of Bellevue Utilities’ internal staff for environmental analysis and permitting. As part of this on-call contract Herrera has continued to provide assistance to the City with post-construction monitoring of numerous capital improvement projects with in-stream, riparian, and wetland components ensuring permit compliance or negotiating permit modifications where necessary. Herrera has also assisted the City with their on-going open streams condition assessment project through analyzation of habitat conditions within the City’s major stream systems.

SURVEYING

Getting a quality and complete survey sets any public works project up for long term success. Doug Hartman and DHA have surveyed in Puget Sound for nearly 30 years for public and private clients, and is a trusted partner of Consor. Work assignments for professional land survey can support site topography, boundary line adjustments, platting, and all survey in support of planning, design, and construction.



BRENDA GARDNER, PE
Project Manager



DOUG HARTMAN, PLS
Survey Subconsultant

PIKES PEAK RESERVOIR REPLACEMENT, City of Bellevue, WA



Consor provided design for a new 1.25 MG reservoir and removal of the existing 1.0 MG welded steel reservoir to provide additional storage to meet current and future needs of the water system. Consor conducted an alternatives evaluation and life-cycle cost analysis for both welded steel and prestressed concrete reservoir types to provide recommendations and assist the City in selection of the preferred type of reservoir. The alternatives evaluation also included a siting assessment evaluating the potential to relocate the reservoir to other sites. Consor continued providing design, permitting, and bidding and construction support services for design of the selected alternative. DHA was responsible for all surveying, utility locating, and base mapping roles during the project.

GEOGRAPHIC INFORMATION SYSTEM SUPPORT

Geographic Information Systems (GIS) are powerful visual databases of a City's public works infrastructure, and serve as the starting point for problem identification, planning, and design. Jenn Schmidt will lead work assignments that support the continued development and refinement of the City's GIS system. This can include input of new attributes and data, cleaning up misaligned attributes, performing complex spatial manipulations, and supporting investigation, planning, and design.

GIS DATA CONVERSION FROM CONSTRUCTION DRAWINGS, City of Sammamish, WA



Having access to accurate and up-to-date GIS stormwater infrastructure data is critical for effective stormwater management, planning, and regulatory compliance for any municipality. Herrera supported the City in this effort over several years by:

1. Developing protocols and digitizing stormwater infrastructure data from a backlog of more than 250 engineering record drawings.
2. Conducting a robust quality control process on both spatial and attribute accuracy.
3. Incorporating the new GIS stormwater infrastructure into the City's existing stormwater geodatabase, including reconciling topology and connectivity issues and domain inconsistencies.
4. Preparing detailed sketches of nearly 600 stormwater facilities to support maintenance crews; and
5. Conducting field visits to reconcile issues resolved in the desktop analysis and collect new features.

To help maintain transparency on progress and facilitate communication with the City on this large, fast-paced project, Herrera developed a web-based progress tracking spreadsheet and questions log to document and coordinate issues as they came up. We also developed a series of both automated and manual QA/QC checks on the data to help systematically identify potential data problems. Issues that could not be addressed with reasonable certainty with desktop analysis were flagged for field verification and further review.



BRENT ROBINSON, PE
Project Manager



JENN SCHMIDT, GISP
GIS SME

RIGHT-OF-WAY ACQUISITION SUPPORT

(UFS) has been providing professional right of way acquisition negotiation services throughout the Northwest Region since 1970. Their employees have insightful knowledge of state and federal right of way acquisition policies and procedures, including the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), WSDOT Right of Way Manuals, Washington State Administrative Code (WAC 468-100), Revised Code of Washington (RCW 8.26). Over 80% of their projects include federal funding requiring Right of Way Certification through WSDOT. Additionally, Universal's team of right of way professionals have completed projects for various water & sewer districts, electric and gas pipeline utility companies. As required by state law, Universal employees maintain an active Washington State Real Estate Brokers licensing and are approved by WSDOT to conduct ROW Services.



BRENT ROBINSON, PE 
Project Manager



MITCH LEGAL, SR/WA
Right-of-Way Acquisition Subconsultant

MAIN STREET RECONSTRUCTION, City of Mountlake Terrace, WA



This project is a federally funded roadway widening / pedestrian safety improvements projects along a single-family residential use corridor providing improved access to Sound Transit's Light Rail Station along Interstate 5. Negotiations included the acquisitions of partial fee simple, slope easements, temporary construction easements and driveway reconnection permits from thirty-three (33) separate tax parcels. Services included completion of a Project Funding Estimate, Appraisals, Appraisal Reviews, AOS worksheets and ROW Certification through WSDOT in compliance with federal guidelines. UFS staff are currently working on Temporary Construction Easement Extensions resulting from delays in securing constructing funding. Relocation Assistance services were completed for a displaced Espresso Stand business.

COST ESTIMATING SUPPORT

An accurate cost estimate is essential to setting expectations with utility management and city elected officials, as well as minimizing surprises during construction phase bidding. Consor's national cost estimating expert Bob Griesinger has his finger on the pulse of the rapidly changing landscape of construction costs. He will lead all work related to estimating costs for construction and will be supported by Consor and Herrera's project managers in developing any necessary professional services cost estimates, depending on the subject matter at hand.

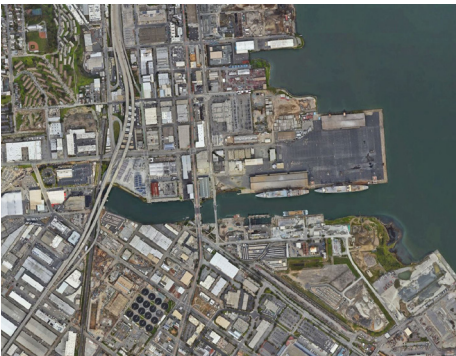


BRENT ROBINSON, PE 
Project Manager



BOB GRIESINGER, CPE, APE
Cost Estimating SME

SOUTHEAST BAY OUTFALL (SEO) ISLAIS CREEK CROSSING REPLACEMENT PROJECT, San Francisco, CA



The project will provide dual 48-inch diameter pipelines connected to the western side of SEP 550 at the discharge force main pipelines, then follow along a submerged profile crossing of Islais Creek, rising on the North Shoreline to combine into a 60-inch diameter CSFM pipeline. The single pipeline will then turn to the east and connect to the existing CSFM pipeline approximately 13 feet west of the westerly most MUNI track1, in the number 2 lane of southbound Third Street, and 37.7 feet east of Manhole 1. The shoreline sections of the pipeline will be steel pipe on concrete pile bent supports. The main creek crossing pipeline will be HDPE pipeline connected to the steel pipeline by flexible joints. The North Shoreline Connection will consist of submerged steel pipeline on concrete pile bent supports

CONSTRUCTION ENGINEERING & MANAGEMENT

As projects prepare to transition into their construction phase, having a trusted partner to provide reviews and enforce the contract ensures that the City is getting the full value of its investments. Consor’s Puget Sound construction management lead, Mike Haggerty, will support construction management tasks for transportation, sewer, and stormwater work. He will lead constructibility reviews, schedule estimates reviews, and provide project engineer support for construction of small works. He will be supported by design project managers Nichole, Gabe, and Matt to support any construction engineering needed for project delivery.



BRENT ROBINSON, PE 
Project Manager



MIKE HAGGERTY
Construction Management Project Manager

FRED JACKSON WAY FIRST MILE/LAST MILE CONNECTION PROJECT, Contra Costa County, CA



The Fred Jackson Way project is a streetscape project from Grove Avenue to Brookside Drive that is using staged construction to reconstruct the roadway, sidewalk, driveway, and curb ramps on both sides of Fred Jackson Way. Fred Jackson Way is often used as a convenient detour for commuters when Richmond Parkway becomes congested. This project will improve pedestrian and bicycle safety along this section. Key work includes the complete reconstruction of sidewalk, driveways, ADA curb ramps, half-width reconstruction for a portion of the roadway, and a slurry seal applied to the remaining section.

PROFESSIONAL PEER REVIEW

The brightest and most defensible ideas are built on consensus from multiple experts. The Consor and Herrera team is ready to thoughtfully engage on this team’s work, or work from outside of this team, to help ensure that the City is moving down the best path. Brent will manage work assignments for peer review, pulling in individual experts to provide review, analysis, discussion, or decision making support, depending on the topic at hand.



BRENT ROBINSON, PE 
Project Manager

PEER REVIEW EFFORT: SULTAN ON-CALL, City of Sultan, WA



Consor acted as the City Engineer for the City of Sultan’s through their on-call engineering contract. In that capacity, we provided peer review services for developer submittals to ensure compliance with City standards as well as best engineering practices.

Completed projects and projects currently in various stages of planning, predesign, design, and construction include: 135th Street AC Water Main Replacement; Stormwater Decant Facility; Water Treatment Plant Improvements; WWTP Facility Plan; Main Street Sewer Replacement.

POLICY DEVELOPMENT

Defining a policy is an important step in ensuring consistency in the public works process, as well as fairness in what is expected of the public. Barney and Worth’s Jenna Franklin will collaborate with Brent Robinson to co-lead policy development with the support of appropriate subject matter experts from around the consultant team to develop and refine new and existing policies. Jenna will lead external stakeholder (public and elected official) engagement and Brent will lead internal (utility and technical) engagement to gather the needs and challenges of any policy work. The two co-leads will work together, and with their team of experts, to write policy language around any of the topic areas in this on-call.



BRENT ROBINSON, PE
Project Manager



JENNA FRANKLIN
Policy Development SME

SEATTLE GREEN FEE PROGRAM, Seattle Public Utilities, WA



Jenna provided policy development support and led business community outreach and education related to the City’s interest in developing a “20-cent green fee” program. SPU developed legislation to reduce the use of disposable single-use plastic shopping bags and ban the use of expanded polystyrene (EPS) foam food industry containers. Outreach and education focused on community and business owners with limited English proficiency or in low-income areas, provided free reusable bags, and educated the public on single-use bags and foam food containers.

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BRENT ROBINSON, PE | *Contract Manager & Project Management Lead*

Brent is an accomplished civil engineer with 12 years of experience in wet weather planning, modeling, program management, and team leadership for sewer and stormwater collection systems. A strategic thinker bridging the gap between detailed technical underpinnings and systems-level vision, Brent leads projects to achieve their goals by working across technical disciplines in an integrated approach. His background in both consulting and government agency program management provide him with the technical expertise in stormwater and wastewater to guide projects through collaborative planning processes, leading to strong cases for capital projects. Brent’s specific area of passion is planning sewer infrastructure that optimizes against multiple objectives such as hydraulic capacity, climate change resiliency, cost affordability, and regulatory compliance. Having spent six years in an agency program manager role, Brent approaches his team’s utility work with a deep sense of ownership and accountability.

SELECT PROJECT EXPERIENCE

- **Combined Sewer Overflow Retrofit Program Manager**, Seattle Public Utilities (SPU), WA
- **Climate Change and Decision Making Under Uncertainty Policy Development**, SPU, WA
- **SPU and King County Joint Management Oversight Committee Co-Lead**, SPU, WA
- **Montlake Area CSO Retrofits Options Analysis**, SPU, WA
- **Stormwater Code Performance Standard Update**, SPU, WA



YEARS OF EXPERIENCE

12

EDUCATION

MS, Civil Engineering, University of Washington

BS, Civil Engineering, Gonzaga University

REGISTRATION

Professional Engineer - WA

BRENDA GARDNER, PE | *Assistant Project Manager*

Brenda is a proficient civil engineer with 13 years of experience in planning, design, analysis, and management of stormwater and wastewater infrastructure. A relational team leader, Brenda fosters creativity, communication and collaboration amongst team members and stakeholders to achieve project and program success. Her background in both consulting and government agency planning and program management provide her with the skills to cultivate holistic approaches to stormwater and wastewater solutions.

SELECT PROJECT EXPERIENCE

- **Shoreline Pipe Asset Management Plan**, SPU, WA
- **Major Surface Water Facilities Asset Management Plan**, SPU, WA
- **Meadowbrook Pond Improvements Project**, SPU, WA
- **Washington Park Tank Automation Improvements**, SPU, WA
- **Roxhill Wetland Flow Rerouting Options Analysis**, SPU, WA



YEARS OF EXPERIENCE

13

EDUCATION

BS, Civil Engineering, Colorado State University

REGISTRATION

Professional Engineer - WA

ADAM SCHUYLER, PE, PMP | *Principal-in-Charge & Funding Support SME*

Adam has designed and managed water and sewer projects throughout the Pacific Northwest. He has performed comprehensive planning, civil and mechanical design, and construction services for water and sewer projects, with a passion for pump station and pipeline design. Adam’s pump station facilities have flows ranging from 15 gpm to 220 mgd. In his role as senior design engineer, Adam oversees all aspects of the project design, leading technical communications, and mentoring staff.

SELECT PROJECT EXPERIENCE

- **2023 Comprehensive Sewer Plan**, City of Everett, WA
- **WW Facility Plan and Sewer Plan Update**, Kitsap County, WA
- **Bangor-Keyport Force Main Replacement**, Kitsap County, WA
- **Vine Basin CSO Control Project**, Seattle Public Utilities, WA
- **Downtown Utility Improvements Project Engineering and Design**, City of Renton, WA
- **Wastewater Pump Station Nos. 1 and Rehabilitations**, City of Redmond, WA
- **Sewer System Improvements**, City of Everson, WA



YEARS OF EXPERIENCE

23

EDUCATION

MS, Civil Engineering, Washington State University

BS, Civil Engineering, Washington State University

REGISTRATION

Professional Engineer - WA

Project Management Professional

NICHOLE KRUSE, PE | *Sewer Design Project Manager*

Nichole has performed comprehensive planning, design, and construction services on a variety of water, wastewater and solid waste projects located throughout Washington, Alaska, Colorado, and California. Nichole’s varied experience has made her an adaptable team member who excels in communication and multi-disciplinary coordination.

SELECT PROJECT EXPERIENCE

- **King County East Section Facilities On-Call Contract, South Treatment Plant Odor Control System Formulation Project**, King County Wastewater Treatment Division, WA
- **Vine Basin CSO Control Project**, Seattle Public Utilities, WA
- **Redmond Wastewater Pump Station No. 3 (WWPS3) Replacement Project**, City of Redmond, WA
- **Queensborough Sewer Rehabilitation Project**, Alderwood Water and Wastewater District (AWWD), WA
- **WA #2, #4, and #6, Large and Small Diameter Lining Support**, Seattle Public Utilities, WA
- **WA#5 - SPU Crew Lining Operations**, Osborn Consulting, Inc., WA



YEARS OF EXPERIENCE

12

EDUCATION

BS, Environmental Engineering, Colorado State University

REGISTRATION

Professional Engineer - WA

DREW HENSON, PE, PMP | *Sewer Planning Project Manager*

Drew brings to the team over 15 years of professional experience and a background in civil engineering planning, modeling, design, and permitting. He has worked on a variety of projects that required close coordination with both professional team members and government entities. He has recently worked on several large projects in roles such as lead modeler and assistant project manager. These projects have included tasks involving planning level analysis, regulatory compliance, climate change impacts, inter-agency coordination, and green stormwater infrastructure, and options analysis. Drew has worked on several projects in Western Washington involving stormwater planning, H/H modeling, regulatory compliance, climate change impacts, green stormwater infrastructure, retrofit design, and options analysis.



SELECT PROJECT EXPERIENCE

- **Wastewater System Analysis**, Seattle Public Utilities, WA
- **Wastewater Model Updates & Validation, Modeling, & Analysis Support On-call Services**, Seattle Public Utilities, WA
- **Pearl Street Drainage & Sewer Improvement Plan**, Seattle Public Utilities, WA
- **Comprehensive Plan Modeling, BHC Consultants**, City of Edmonds, WA
- **SPU/KC Interceptor Model Calibration**, Seattle Public Utilities, WA
- **Alaskan Way Viaduct Modeling Services**, Seattle Public Utilities, WA
- **System Wide Model Updates**, Rock River Water Reclamation District, IL

YEARS OF EXPERIENCE

19

EDUCATION

BS, Civil & Environmental Engineering,
Georgia Institute of Technology

Certificate in Project Management,
University of Washington Continuing
Education

REGISTRATION

Professional Engineer - WA & OR

Project Management Professional

GABE CROP, PE | *Transportation Project Manager*

Gabe's experience includes comprehensive transportation design and construction administration on projects ranging from small-scale local assignments to multi-million dollar, federally funded freeway projects. All of Gabe's experience is in city, county, and state level transportation projects. His primary expertise is in managing PS&E delivery for small to mid-size transportation projects, often with multiple sub-disciplines. His attention to detail, consistent execution of projects, and commitment to local communities have resulted in community-applauded facilities.



SELECT PROJECT EXPERIENCE

- **2016, 2017, 2019, 2022, and 2023 Curb Ramps and Striping**, Vancouver, WA
- **2020-2021 Smokey Point Boulevard Overlay**, City of Arlington, WA
- **2016 Roadway Overlays and Curb Ramps**, City of Arlington, WA
- **Downtown Utility Improvement Program**, City of Renton, WA
- **NE 162nd Avenue/SR-500 Utility Coordination**, Clark County, WA
- **Program Manager for ADA Design and Support Services**, ODOT, OR
- **ADA Transition Plan**, Marion County OR
- **Pavement Management Programs**, Washington County, Clackamas County, and Cities of Arlington (WA), Vancouver (WA), Tigard, Lake Oswego, Oregon City, Roseburg, and Bend

YEARS OF EXPERIENCE

20

EDUCATION

BS, Civil Engineering, University of
Portland

REGISTRATION

Professional Engineer - WA & OR

MATT FONTAINE, PE | *Stormwater Project Manager (Herrera)*

Matt Fontaine brings 15 years of experience in stormwater planning, stormwater design, low impact development (LID), stormwater retrofits, environmental permitting, and stormwater manual development and compliance. Matt has a strong track-record of completing a wide range of stormwater projects for public and private clients, ranging from small technical analyses and stormwater design to large-scale and complex planning efforts.

SELECT PROJECT EXPERIENCE

- **Port Orchard Stormwater and Watersheds Comprehensive Plan**, City of Port Orchard, WA
- **Bremerton Stormwater Comprehensive Plan Update**, City of Bremerton, WA
- **Federal Way Surface Water Management Comprehensive Plan and Watershed Prioritization in Support of Stormwater Management Action Planning**, City of Federal Way, WA
- **City of Pasco Comprehensive Stormwater Management Plan**, City of Pasco, WA
- **City of Lacey Stormwater Comprehensive Plan (2013 and 2020)**, City of Lacey, WA



YEARS OF EXPERIENCE

15

EDUCATION

MS, Civil Engineering, University of Washington
BS, Civil/Environmental Engineering, Clarkson University

REGISTRATION

Professional Engineer - WA
ISO 14000 Audi Certified

RANDALL TAYLOR , PLA, ARBORIST, LEED AP |

Environmental Project Manager (Herrera)

Randall is a landscape architect and certified arborist whose passion lies at the intersection of design, sustainability, and nature. His work and studies have focused on urban and ecological design. Randall has worked on a diverse range of projects for public and private clients that include master planning and conceptual visioning as well as extensive variety of constructed projects. His work includes urban plazas, streetscapes, and civic spaces; park and recreation projects; schools and educational campuses; multi-use developments, commercial retail spaces, and residential design.

SELECT PROJECT EXPERIENCE

- **King County Burien Courthouse Retrofit Construction Management**, King County, Burien, WA
- **City of Seattle Broadview 12th Ave. Drainage Improvements**, Seattle Public Utilities, Seattle, WA
- **Austin Street Swales Reconstruction**, Whatcom County, WA
- **Judson Street Downtown LID Project**, City of Lynden, WA
- **SR 167 Riparian Restoration Program**, WSDOT, Washington State, WA
- **City of Lynnwood 188th St. Floodwall**, City of Lynnwood, WA
- **City of Redmond Senior Center Tree Inventory**, City of Redmond, WA



YEARS OF EXPERIENCE

10

EDUCATION

BS, Landscape Architecture, The Ohio State University

REGISTRATION

Professional Landscape Architecture - WA
ISA Certified Arborist
LEED AP



**CITY OF LAKE FOREST PARK
CITY COUNCIL
AGENDA COVER SHEET**

Meeting Date	October 27, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia, Senior Project Manager
Title	Resolution 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector- Phase 2: 30% Design

Legislative History

- First Presentation October 27, 2022 Regular Meeting
- Second Presentation November 10, 2022 Regular Meeting

Attachments:

1. Resolution 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector- Phase 2: 30% Design
2. Professional Services Agreement with V+M Structural Design, Inc.
3. WA Department of Commerce Grant Award Letter (via email)

Executive Summary

The Department of Public Works (DPW) recommends the award of a professional services contract to V+M Structural Design, Inc. ("Consultant") in the amount of \$99,148.00 to complete 30% design of the Town Center to Burke-Gilman Trail Connector project. This contract would enable the City to further validate the feasibility and better define the requirements of up to two grade-separated crossing project designs. The contract will be fully funded by a grant from the WA Department of Commerce awarded earlier this year.

Background

The City undertook a “Type, Size, and Location Study” (TS&L Study) over the last two years to develop and evaluate conceptual design options for a grade-separated crossing of Bothell Way NE (SR 522) for

active transportation uses. During the TS&L Study, the conceptual designs of three distinct crossing options were developed, and a planning-level evaluation of the impacts and project delivery requirements of each option was completed. One design option—a mid-block overpass of SR 522—was advanced to 10% design during the TS&L Study due to limited funding and uncertainty related to a below grade crossing. With these additional funds, an underpass at the intersection of SR 522 and SR 104 will be further explored to determine feasibility. The City seeks to advance this next stage of project development—30% design—under the proposed contract. The approach to completing this work would begin with the preparation of preliminary (10%) design plans illustrating the below grade option. The two preliminary designs would then undergo key stakeholder review to determine which alternative would be further developed to a 30%± level. Preparation of 30% design will afford the City higher confidence in expectations set for the project’s implementation requirements, barriers, or “fatal flaws.”

The City retained the Consultant to complete the TS&L Study. City staff were satisfied with the Consultant’s performance and finds them the most qualified and best positioned to efficiently complete the project’s 30% design. Accordingly, City staff sought and were provided the Consultant’s proposal to complete 30% design of the project and find its scope and level of effort/fee to be appropriate for the required work.

Fiscal & Policy Implications

As shown in Attachment 3, the City was recently awarded a \$99,910.00 grant from the WA Department of Commerce to complete 30% design of the project. City staff expects to submit the grant agreement to Council for approval by the end of the year. The Mayor will not execute the contract until Council approves the grant agreement with the WA Department of Commerce. The grant would fully support the proposed contract price (\$99,148.00) with no allocations from City sources required as a matching contribution.

Alternatives

Options	Results
Adopt Resolution	The City will contract with V+M Structural Design, Inc. for Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design. The Mayor will not execute the contract until Council approves the grant agreement with the Commerce Department. Contract work would begin upon issuance of the City’s Notice to Proceed to the Consultant.
No Action	The City will not contract with V+M Structural Design, Inc.

Staff Recommendation

Move to adopt Resolution 1863 authorizing the Mayor to sign a contract with V+M Structural Design, Inc. for the Town Center to Burke-Gillman Trail Connector – Phase 2: 30% Design.

RESOLUTION NO. 1863

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A PROFESSIONAL SERVICES
CONTRACT AGREEMENT WITH V+M STRUCTURAL
DESIGN, INC. FOR TOWN CENTER TO BURKE-GILMAN
TRAIL CONNECTOR – PHASE 2: 30% DESIGN.

WHEREAS, the City desires to complete 30% design of a grade-separated crossing of Bothell Way NE (SR 522) for active transportation connections between the Town Center and Burke-Gilman Trail, having undertaken a Type, Size, and Location Study (the “TS&L study”) of this capital project over the last two years; and

WHEREAS, V+M Structural Design, Inc. (the “Consultant”) was retained to complete the TS&L study and City staff were satisfied with the Consultant’s performance; City staff finds the Consultant qualified and best positioned to efficiently advance the project design to a 30% level; and

WHEREAS, the Consultant provided the City with a proposal to complete 30% design of the project, which City staff have reviewed and found acceptable;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with V+M Structural Design, Inc. included herewith as Attachment 1.

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 ##th day of ####, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Town Center to Burke-Gilman Trail Connector –
Phase 2: 30% Design**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and V+M Structural Design, Inc. (the "Consultant"), is dated this _____ day of _____ 20_____.

Consultant Business: V+M Structural Design, Inc.
Consultant Address: 2212 Queen Anne Ave N #530, Seattle WA 98109
Consultant Phone: 206-880-1533
Consultant Fax: n/a
Contact Name Schaun Valdonis
Consultant e-mail: schaun@vm-structural.com
Federal Employee ID No.: 83-0615837
Authorized City Representative for Andrew Silvia
this contract:

WHEREAS, the City desires to complete 30% design of a grade-separated crossing of Bothell Way NE (SR 522) for active transportation connections between the Town Center and Burke-Gilman Trail, having undertaken a Type, Size, and Location Study of this capital project over the last two years; and

WHEREAS, the Consultant was retained to complete the TS&L study, and City staff were satisfied with the Consultant's performance of this contract work, and finds them qualified and best positioned to advance development of the project design to a 30% level; and

WHEREAS, the Consultant provided the City with a proposal to complete 30% design of the project, which City staff have reviewed and found acceptable;

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 Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design" project ("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 Schaun Valdonis. 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 December 31, 2023, 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 and expenses, shall not exceed ninety-nine thousand, one hundred, forty-eight Dollars (\$99,148.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, ap@cityofflp.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 Exhibits A and B according to the schedule established in Exhibits A and B. 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. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all

Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

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: Andrew Silvia, Senior Project Manager
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

V+M Structural Design, Inc.
Attn: Schaun Valdonis
2212 Queen Anne Ave N #530
Seattle, WA 98109

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 last date signed below.

	CONSULTANT:
CITY OF LAKE FOREST PARK WASHINGTON	V+M Structural Design, Inc.
By: _____ Jeff Johnson, Mayor	By: _____ Typed/Printed Name:
_____	_____
Date	Signature

	Title

	Date

ATTEST:	
Matthew McLean, City Clerk	
Date:	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date:	



EXHIBIT A

SCOPE OF WORK

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design

October 6, 2022

During the term of this Agreement, the consultant team (Consultant) including the prime and subconsultants shall perform professional services for the City of Lake Forest Park (LFP) to advance the design of a tunnel alternative (or bridge) for the Town Center to Burke-Gilman Trail Connector (Project).

The Scope and Level of Effort for Phase 2 of the design includes:

- Phase 2A: 10% Design of Tunnel Option
- Phase 2B: Light 30% Design of Tunnel Option, or
30% Design of Bridge Option

Additional future phases are not included in this scope.

Project tasks and subtasks of Phase 2 are described in the Scope of Work below.

Project Description

LFP desires to design a pedestrian/bicycle non-motorized grade-separated crossing of SR-522 to connect the Lake Forest Park Town Center to the Burke-Gilman Trail (BGT). Overpass and underpass options were evaluated in Phase 1 of the project. Phase 2 will take a two-staged approach to progress the design development. In Phase 2A, the tunnel option will be studied to determine if a more optimal geometry can be achieved, and a 10% tunnel design will be presented to King County Parks as follow up to the previous charrette to request approval of the updated tunnel alternative.

In Phase 2B, it is anticipated there will be two potential outcomes from the meeting with King County Parks. The first outcome is approval given by King County for the tunnel. Design would then advance on the tunnel to a Light 30%. If approval is not obtained for the tunnel alternative, the overpass option would be advanced with the midblock crossing and south ramp parallel to the BGT to minimize grade impacts to existing trail.

The proposed tunnel option consists of a trenched segment of the Burke-Gilman Trail (BGT) to achieve necessary clearance under SR 522 and daylight into a sunken plaza with stairs and ramps (aka “stramps”) on the north end of the tunnel. A skewed tunnel alignment under SR 522 was proposed in Phase 1 to accommodate for the required length of ramp for the BGT’s intersection with the tunnel and is limited by constraints of Lyon Creek at the west end of the trench and the location of the Ballinger Way slip lane east of the proposed stramp. The tunnel alignment will be re-evaluated in Phase 2A to determine if a more direct, perpendicular orientation is feasible. This would require realignment of the Ballinger Way slip lane



and re-routing Lyon Creek to cross the BGT further west essentially extending the creek from the culvert perpendicularly across the BGT. Environmental considerations will be summarized as part of Phase 2A.

If the revised tunnel option is accepted by King County Parks at the end of Phase 2A, the design will then be developed to a “light” 30% level in Phase 2B. However, if the bridge is still the preferred option, then the bridge design preferred by King County in Phase 1 will be progressed to a 30% design level. This alignment of the bridge crosses the SR 522 at mid-block, to the east of the driveway entrance into the Town Center site. The proposed design consisted of an overpass over the SR 522 with south approach structure parallel and north of the BGT.

The selected grade separated structure will conform to AASHTO Shared-Use Path Guidelines and provide a safe pedestrian/bike route across SR 522 roadway for users connecting with the BGT, LFP Town Center, transit, and other local destinations.

The general scope of Phase 2 will include:

Phase 2A:

- Evaluating the feasibility of squaring the alignment of the tunnel with SR 522. This will include:
 - a. Evaluating the environmental implications of re-routing Lyon Creek.
 - b. A high-level assessment of impacts of the new alignment on existing utilities.
- Preparing 10% design drawings for the revised underpass alignment.

Phase 2B – Either Tunnel or Bridge Option:

- Advancing design to either:
 - a. A “light” 30% design drawing package for the tunnel option, OR
 - b. A 30% design drawing package for the bridge option.
- Developing 30% construction staging sequence and temporary trail detours drawings.
- Preparing a geotechnical memo confirming a proof-of-concept review for the selected design.
- Preparing a Cost Estimate for the selected option, either tunnel or bridge.

For the tunnel option, “light” means the 30% will not have several aspects of the design developed to a level that a typical 30% design would be to. This is due to the limited budget for this phase and will mean the geotechnical, civil, stormwater, utility relocations, permitting, and landscape architecture will only be evaluated at a high level in Phase 2B. These details will need to be completed under a future phase of work.

Project Extents

The project extents of the grade separated crossings of SR 522, as developed on the 10% plans, is shown below.

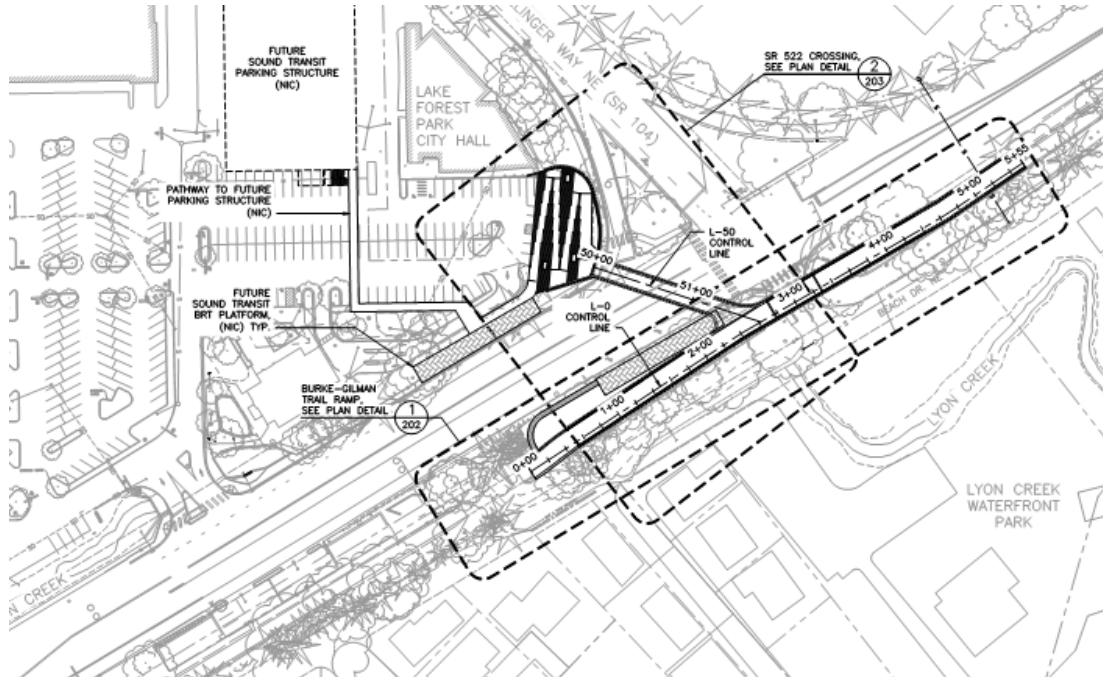


Figure 1: Project Extents of Tunnel Option

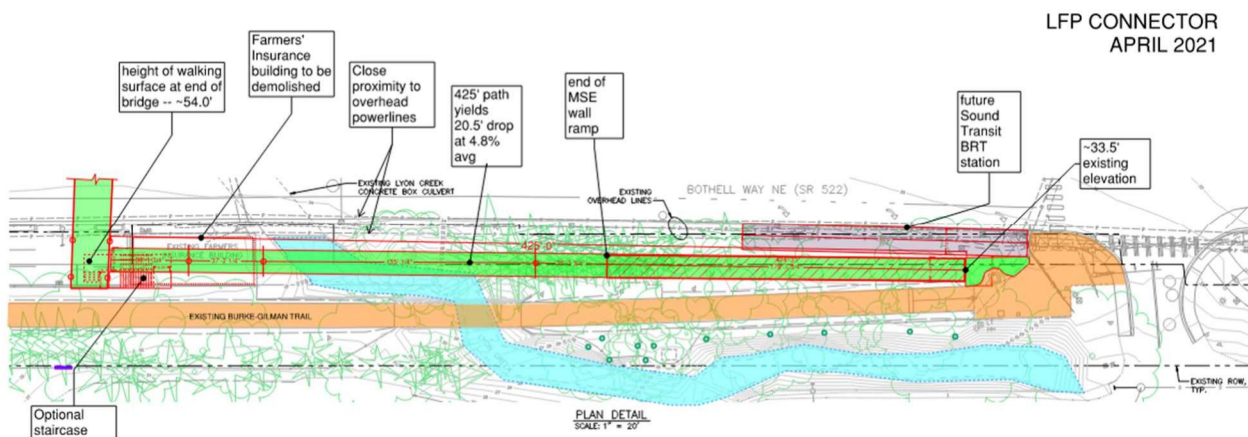


Figure 2: Project Extents of Bridge Option



Project Schedule

The anticipated project schedule for Phase 2 (30% Design) is as shown below. The key milestone dates for Phase 2 have been roughly indicated in the schedule.

The project schedule may be subject to adjustment by mutual agreement, whether initiated by LFP or Consultant.

The following preliminary schedule is proposed to develop the 30% design package:

- January 2023: Anticipated Notice to Proceed
- March 2023: Submission of 10% Drawings for revised tunnel option
- May 30, 2023: Confirmation of selected option to advance towards 30% design
- July 2023: Submission of “light” 30% Design Package for the tunnel or 30% Design Package for the bridge option.

Intellectual Property

The documents listed as “**Deliverables**” in the Detailed Task Description of this scope of work and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements will be furnished by the Consultant to LFP upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to Consultant. LFP will assume all risks associated with such use, modifications, or conversions. The Consultant may remove from the electronic materials delivered to LFP, all references to the Consultant involvement and will retain a tangible copy of the materials delivered to LFP which will govern the interpretation of the materials and the information recorded.

PHASE 2 – DETAILED TASK DESCRIPTION

General Assumptions:

1. *The level of effort for each task and subtask is limited to the amount of labor and expenses indicated in Level of Effort provided in Exhibit B. The budget may be transferred between tasks, provided the total contracted amount is not exceeded.*
2. *Additional services beyond the described services herein will be considered Extra Work.*
3. *The Project duration is anticipated to be seven (7) months for Phase 2 as described in the schedule above.*
4. *The Consultant is responsible for meeting deadlines for their tasks only; Consultant has no control over those portions of the schedule related to the tasks performed by LFP or any third party.*
5. *The analyses, design, plans, specifications, and estimate performed or prepared as part of the Project will be in English units.*
6. *LFP has the authority to approve the Proposed Scope of Work and schedule changes.*



Task 100 – Project Management

This task includes services necessary to plan, perform and control the various elements of the Project to meet the needs and expectations of LFP and other stakeholders.

Work under this task will be performed by V+M.

Subtask 100.1 – Coordination

Under this subtask, the Consultant Project Manager will provide overall direction and coordination of activities with LFP and amongst the Consultant team.

Project Management tasks will include:

- **LFP Meetings** – Consistent communication with the LFP PM and meetings with key LFP staff and outside stakeholders.
- **Interdisciplinary Communication** – Regular communication between discipline leads and conveying information and decisions between geotechnical, environmental, permitting, civil, landscape, estimating and structural.
- **Project Budget** – Establish anticipated spending rates and monitor progress using Earned Value reporting. Correct budget deviations early.
- **Schedule** – Establish a baseline schedule at project commencement that gets respected and updated. Make and hold decisions on configuration consistent with the baseline schedule.
- **Drawing Standards** – Adopt LFP drawing template for border and use V+M standard layers for AutoCAD drawings.
- **Review/Comment Periods** – It is assumed that there will be a formal Review/Comment period at the end of Phases 2A and 2B.

Subtask 100.2 – Administration

This will include preparation of meeting minutes, monthly invoices complete with brief progress statement and earned value reporting. Monthly invoices will include copies of subconsultant invoices and payment remittance documentation, if any.

Assumptions:

- *Drawings will be produced using AutoCAD.*
- *The Consultant's Project Manager will meet with the LFP PM on a regular basis throughout the project, assumed to be 1 hour per week. This is assumed to be via telephone.*
- *In person meetings will take place at Lake Forest Park City Hall. Meeting durations indicated exclude travel time.*
- *Meetings are anticipated to include:*
 - a. *Kick-Off Meeting with LFP (1 count) @ 1 hour*
 - b. *Stakeholder meetings with:*



- i. City Staff – 2 meetings @ 1 hours each*
- ii. King County Parks (1 count) @ 1 hour*
- iii. City Council (1 count) @ 1 hour*
 - 1. Assist with preparation of materials for milestone meeting*
 - 2. V+M's Project Manager may be asked to attend.*
- c. Internal project team coordination meetings held on an as-needed basis during project duration (assumed 4 count).*

Deliverables:

- *Monthly Invoices and Progress Report in pdf format (1 copy)*



Task 200 – Cost Estimate

The cost estimate presented in Phase 1 will be updated in Phase 2B of this phase to reflect the “light” 30% design of the selected grade separated option. The updated estimate will also capture recent inflation in the unit costs and will include high level input based on the design and construction staging.

Work under this task will be performed by Wirthlin Consulting Group.

Subtask 200.1 – Management

Attend project team meetings to review the selected design concept and discuss cost implications and construction staging schemes.

Assumed meetings specific to this task include:

- Coordination calls (2 meetings @ 1 hour each)

Subtask 200.2 – Cost Estimate

Prepare a high-level opinion of probable cost of the selected grade separated design.

Assumptions:

- Real estate costs and easements required for the project will be estimated by LFP.

Deliverables:

- *Phase 2B – Opinion of Probable Cost.*



Task 300 – Geotechnical

Phase 2 will be based on the Geotechnical Report produced in Phase 1 of the project. The report summarized the results of the subsurface soil investigation as well as provided geotechnical engineering analysis and preliminary recommendations which will feed into the design phase.

A Proof-of-Concept review will be provided in Phase 2B, to verify that the design concepts presented in the structural drawings are feasible and in line with the subsurface conditions determined in Phase 1.

Work under this task will be performed by GeoEngineers.

Subtask 300.1 – Management

Attend project team meetings to review the design concepts and discuss geotechnical feasibility and implications.

Assumed meetings specific to this task include:

- Coordination calls (Totaling 2 hours)

Subtask 300.2 – Proof of Concept Review

The Proof-of-Concept Review will evaluate the geotechnical system presented in the design drawings for the selected option in Phase 2B to ensure that the design loading and considerations discussed in the Geotechnical Report have been met. A review and discussion with V+M of the feasibility of the foundation system presented will be part of this task.

Deliverables:

- *Proof-of-Concept Review email of conclusions/findings*
- *Meeting minutes*



Task 400 – Environmental & Permitting

This task covers the environmental and permitting evaluations for Phase 2. The scope of services outlined below includes assessment and evaluation of project impacts to a level of detail suitable for the 30% design and supporting permitting efforts for the selected option.

Environmental & Permitting work will be performed by GeoEngineers.

Subtask 400.1 – Permitting Feasibility Assessment

The scope of services under this subtask include:

- Review proposed conceptual design, including approximate alignment, grading and restoration extents for the proposed tunnel alternative.
- Identify permitting requirements based on conceptual design information provided.
- Prepare a high-level assessment of potential environmental impacts, proposed mitigation measures, feasibility and challenges, and anticipated timeline for permit approvals of a conceptual Lyon Creek re-alignment associated with the tunnel alternative.
- A review of applicable permits will be performed during Phases 2A and 2B to inform the project process for formal permit applications in future phases of work.

Subtask 400.2 – Stream Design Concept Support

The scope of services under this subtask include:

- Review prior design work in upstream restored section of Lyon Creek and recently replaced culverts under SR 522 and the Town Center Access Drive.
- Estimate bottom width and bank full width of channel section based on prior work.
- Perform simplified calculations to estimate a 100-year water surface elevation through the structure assuming normal depth.
- Recommend freeboard above the 100-year water surface elevation for the existing trail bridge crossing over Lyon Creek on the BGT.
- Identify anticipated hydraulic opening width based on prior work.

Assumptions:

- *This effort will use the flows established for the upstream design work already completed by others.*
- *Proposed channel section will be informed from upstream design section*
- *Hydrology and hydraulic models will not be prepared for this phase of work.*
- *Permit applications, including environmental and WSDOT, will not be prepared during this phase, and will be included in a future phase of work.*

Deliverables:

- *Memo summarizing results of above assessments, as well as identify additional data gaps and design considerations not evaluated at this phase.*



STRUCTURAL
DESIGN

Exhibit A – Scope of Work

Section 9, Item B.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

Task 500 – Hazardous Materials Assessment (NOT USED)

This task is not used in Phase 2.



Task 600 – Civil

Work includes civil engineering, utility review/coordination, and stormwater management. Data collected and concept design determined in Phase 1 will form the basis of information for this task.

Phase 2A will include a high-level assessment of the impacts that the new tunnel alignment would have on existing utilities. In Phase 2B, concerns pertaining to stormwater detention, potential utility work, and pump station configuration (for the tunnel option) will need to be addressed, as outlined in the Stormwater and Utility Impacts Study Memo submitted in Phase 1.

Work within this task will be performed by MIG.

Subtask 600.1 – Civil Infrastructure Concept Design Update

Preliminary design concept recommendations for Option B – Tunnel Crossing (completed for Phase 1 in February 2021) were used to identify future waterline routing, confirm the stormwater flow control approach with the city, confirm existing fiber optic requirements, natural gas and sanitary sewer facilities, and reroute of the existing drainage in Bothell Way and on Town Center Property. This current scope includes effort for coordination and review the preliminary design concept, and provide annotated plan comments and a brief (2 page) technical memo documenting potential roadway and utility infrastructure considerations based on the updated tunnel alignment and potential stream crossing reconfiguration. MIG will work with V+M and City staff to focus efforts where most needed to evaluate the revised options within the budget provided.

Assumptions:

- *LFP will coordinate and schedule the meetings with utility owners.*
- *SCL will provide power line clearance requirements.*
- *New storm drainage outfalls will likely be required as part of this project; however, the final stormwater design requirements will be evaluated in more detail during a future phase.*

Deliverables:

- *Brief (2 page) technical memo documenting potential roadway and utility infrastructure considerations.*



STRUCTURAL
DESIGN

Exhibit A – Scope of Work

Section 9, Item B.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

Task 700 – Public Outreach (NOT USED)

This task is not used in Phase 2.



Task 800 – Structural

The scope under this task involves a two-part approach. In Phase 2A, 10% design drawings for the revised underpass alternative will be produced. In Phase 2B, a design package will be produced, including proposed construction staging sequence and bike detour route, based on the selected tunnel or bridge option.

Structural design work will be performed by V+M.

Subtask 800.1 – 10% Revised Tunnel Design (Phase 2A)

For the revised 10% tunnel design, our team will develop an alignment alternative to determine if a more direct crossing of SR-522 just west of Ballinger Way NE is feasible. The concepts will consider construction sequences, environmental impacts, soil conditions, and schedule. Draft 10% drawings will be prepared to reflect preliminary details including structural layout and geometry.

Subtask 800.2 – Design of 30% Bridge or “Light” 30% Tunnel Option (Phase 2B)

The selected grade separation alternative will be taken to a “light” 30% level for the tunnel or a 30% for the bridge option. Drawings will be progressed to reflect preliminary details of the preferred alternative, including structural layout, geometry, construction staging considerations, as well as a proposed bike detour route. The design drawings will be accompanied with a Design Narrative Memorandum describing the selected structural system. This memo can be incorporated into the TS&L in a future phase of work.

If relocating Lyon Creek is determined to be a feasible option in Phase 2A, there may still be a desire to relocate the stream for the bridge option, which will allow for a simplified span configuration for the bridge ramp structure. There would not be budget to explore in detail the environmental documentation needed for creek realignment, but one benefit of this with the bridge alternative is that King County could replace the existing bridge over Lyon Creek (currently rated for an H-5) with a new bridge meeting their new standard loading for an HS-20 truck.

The preliminary Basis of Design Report completed in Phase 1 will be refined to reflect design criteria for the selected grade separated option. This document will summarize best design practices and establish the Codes and Standards to be used in the design.

Assumptions:

- Drawings will be produced using AutoCAD.
- “Light” 30% means the geotechnical, calculations, civil, stormwater, utility relocations, permitting, and landscape architecture efforts will only be at a high level in Phase 2B for the tunnel alternative. These will need to be further designed in a later phase.

Deliverables:

- 10% design drawings for revised tunnel option will include general arrangement drawings showing plan, elevations, and schematic sections.
- Revised Basis of Design Report
- Design Narrative Memorandum



- Design drawings for the selected grade separated option
 - For the “Light” 30% for the tunnel, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Secant Pile Details*
 - viii. *Trench Details*
 - ix. *Tunnel Details beneath SR 522*
 - x. *Tunnel Details beneath Ballinger Way*
 - xi. *Railing Plan and Details*
 - xii. *Trail Grading and Sections*
 - For the 30% for the bridge, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Foundation Layout and Details*
 - viii. *Abutment Outlines*
 - ix. *Pier Details (plan, elevation, details)*
 - x. *Steel Superstructure Details (girder plan and elevation, floor beam layout, camber diagram, floor beams, plan bracing, etc.)*
 - xi. *Deck Layout and Details*
 - xii. *Railing Plan and Details*
 - xiii. *Trail Grading and Sections*
- Sketches showing temporary bike and pedestrian detours during construction. Proposed construction staging for either the tunnel or bridge option will be prepared using PDF markups.



Task 900 – Management Reserve

The management reserve is to provide LFP with flexibility to authorize additional funds, beyond those estimated for the tasks of the scope of work, for allowable unforeseen costs, or for reimbursing the Consultant for additional work requested by LFP toward completing the project.

Payment from the management reserve fund must be authorized in writing by the City's contract manager before the Consultant performs the additional work. Such written authorization will include a description of the work to be performed and shall specify the amount of the payment.



STRUCTURAL
DESIGN

Exhibit B – Level of Effort

Section 9, Item B.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

EXHIBIT B

LEVEL OF EFFORT

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

SUMMARY OF PROJECT COSTS**Project:** Town Center to Burke-Gilman Trail Connector**Owner:** City of Lake Forest Park**Prime:** V+M Structural Design, Inc.**Phase 2:** 30% Design

WORK TASKS		FEES BY COMPANY				COST
		V+M	Wirthlin Consulting Group	GeoEngineers	MIG	
100	Project Management					\$10,119
100.1	Coordination	\$6,764				\$6,764
100.2	Administration	\$3,355				\$3,355
200	Cost Estimate					\$3,661
200.1	Management		\$523			\$523
200.2	Cost Estimate		\$3,138			\$3,138
300	Geotechnical					\$2,372
300.1	Management			\$474		\$474
300.2	Proof of Concept Review			\$1,897		\$1,897
400	Environmental & Permitting					\$10,257
400.1	Part A: Permitting Feasibility Assessment			\$3,467		\$3,467
400.2	Part B: Stream Design Concept Support			\$6,789		\$6,789
500	Hazardous Materials Assessment (NOT USED)					\$0
600	Civil and Landscape					\$5,290
600.1	Civil Infrastructure Concept Design Update				\$5,290	\$5,290
700	Public Outreach (NOT USED)					\$0
800	Structural					\$62,305
800.1	10% Revised Tunnel Design	\$24,940				\$24,940
800.2	Light 30% Tunnel or 30% Overpass	\$37,365				\$37,365
TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)		\$72,424	\$3,661	\$12,628	\$5,290	\$94,003
900	Owner's Reserve					\$5,000
Other Direct Costs		\$145				\$145
Grand Total		\$72,569	\$3,661	\$12,628	\$5,290	\$99,148

LABOR DETAIL / ESTIMATE - PRIME
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc

WORK ELEMENT		LABOR HOURS										TOTAL LABOR HOURS	NHR COST
		CLASS	Project Mngr	Sr Struct Engr	Bridge Engr 4	Bridge Engr 3	AD Technologist	AD Technologist	Specialist I	Bridge Engr 2	Sr Planner		
		STAFF NAME	S. Valdovinos	S. Wang	C. Wong	C. Jacques	S. Varney	G. Lee		C. Boissy	C. Muraki		
WBS	Phase 2: 30% Design	NHR	\$235.00	\$185.00	\$129.00	\$105.00	\$119.00	\$95.00	\$155.00	\$95.00	\$135.00		
100.0	Project Management	30	0	16	0	0	0	3	0	4		53	\$10,119.00
100.1	Coordination	20		16								36	\$6,764.00
100.2	Administration	10						3		4		17	\$3,355.00
800.0	Structural	60	40	72	56	138	97	0	0	0	0	463	\$62,305.00
800.1	10% Revised Tunnel Design	28	16	32	24	48	32					180	\$24,940.00
800.2	Light 30% Tunnel or 30% Overpass	32	24	40	32	90	65					283	\$37,365.00
Total: PHASE 2		90	40	88	56	138	97	3	0	4	0	516	\$72,424.00
TOTAL LABOR HOURS AND COST		90	40	88	56	138	97	3	0	4	0	516	\$72,424.00

OTHER DIRECT COSTS (ODCs):

Mileage	40	miles @	\$0.625	per mile	\$25.00
Tolls	2	each @	\$5.00	per each	\$10.00
Parking		each @	\$15.00	per each	\$0.00
Postage, Shipping & Delivery	2	each @	\$25.00	per each	\$50.00
Reproduction - B&W	1	each @	\$10.00	per each	\$10.00
Reproduction - Color	1	each @	\$50.00	per each	\$50.00
Other		each @	\$250.00	per each	\$0.00
SUBTOTAL - ODCs					\$145.00

Classification	Labor Hours
Project Mngr	90
Sr Struct Engr	40
Bridge Engr 4	88
Bridge Engr 3	56
CAD Technologist 2	138
CAD Technologist 1	97
Specialist I	3
Bridge Engr 2	0
Sr Planner	4
Total = 516	

NHR Cost	\$72,424
Other Direct Costs	\$145
GRAND TOTAL =	\$72,569

SUMMARY OF ESTIMATE - PRIME
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
V+M Structural Design, Inc
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	=	NHR
Project Mngr		\$235.00
Sr Struct Engr		\$185.00
Bridge Engr 4		\$129.00
Bridge Engr 3		\$105.00
CAD Technologist 2		\$119.00
CAD Technologist 1		\$95.00
Specialist I		\$155.00
Bridge Engr 2		\$95.00
Sr Planner		\$135.00

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Project Mngr	90		\$235.00		\$21,150.00
Sr Struct Engr	40		\$185.00		\$7,400.00
Bridge Engr 4	88		\$129.00		\$11,352.00
Bridge Engr 3	56		\$105.00		\$5,880.00
CAD Technologist 2	138		\$119.00		\$16,422.00
CAD Technologist 1	97		\$95.00		\$9,215.00
Specialist I	3		\$155.00		\$465.00
Bridge Engr 2	0		\$95.00		\$0.00
Sr Planner	4		\$135.00		\$540.00
SUBTOTAL - Labor Hours x NHR	516				\$72,424

SUBTOTAL **\$72,424**

OTHER DIRECT COSTS (ODCs): **\$145**

TOTAL - PHASE 2: **\$72,569**

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: Wirthlin Consulting Group

WORK ELEMENT		LABOR HOURS										TOTAL LABOR HOURS	NHR COST
		CLASS	Principal										
		STAFF NAME	Wirthlin, Adam										
		NHR	\$261.47										
WBS	Phase 2: 30% Design												
200.0	Cost Estimate	14	0	0	0	0	0	0	0	0	0	14	\$3,660.55
200.1	Management	2										2	\$522.94
200.2	Cost Estimate	12										12	\$3,137.61
TOTAL LABOR HOURS AND COST		14	0	0	0	0	0	0	0	0	0	14	\$3,660.55

OTHER DIRECT COSTS (ODCs):

Postage, Shipping & Delivery	each @	\$25.00	per each	\$0.00
Reproduction - B&W	each @	\$10.00	per each	\$0.00
Reproduction - Color	each @	\$50.00	per each	\$0.00
Other	each @	\$250.00	per each	\$0.00
SUBTOTAL - ODCs				\$0.00

Classification	Labor Hours
Principal	14
Total = 14	

NHR Cost	\$3,661
Other Direct Costs	\$0
GRAND TOTAL =	\$3,661

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: Wirthlin Consulting Group
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 153%	+	(DR+ICR)xFF 10%	=	NHR
Principal	\$94.00		\$143.70		\$23.77		\$261.47

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal	14		\$261.47		\$3,660.55
SUBTOTAL - Labor Hours x NHR	14				\$3,661

SUBTOTAL \$3,661

OTHER DIRECT COSTS (ODCs): \$0

TOTAL - PHASE 2: \$3,661

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: GeoEngineers

WORK ELEMENT		LABOR HOURS												TOTAL LABOR HOURS	NHR COST	
		CLASS	Principal	Associate	Senior Engineer/ Scientist 2	Senior Engineer/ Scientist 1	Project Engineer/ Scientist 2	Project Engineer/ Scientist 1	Staff Engineer/ Scientist 3	Staff Engineer/ Scientist 2	GIS Analyst 2	CAD Designer	Admin 3			Admin 2
		STAFF NAME		D. Overbay/ D.Eggers	D. Conlin		S. Schwartzel	E. Hum	E. Deal G. Spann							
		NHR	\$259.81	\$237.16	\$208.35	\$184.68	\$159.80	\$148.81	\$136.90	\$126.55	\$138.08	\$130.80	\$124.31			\$110.61
WBS	Phase 2: 30% Design															
300.0	Geotechnical	0	10	0	0	0	0	0	0	0	0	0	0	10	\$2,371.62	
300.1	Management		2											2	\$474.32	
300.2	Proof of Concept Review		8											8	\$1,897.30	
400.0	Environmental & Permitting	0	4	12	0	16	8	16	0	0	0	7	0	63	\$10,256.77	
400.1	Part A: Permitting Feasibility Assessment		1	8			8					3		20	\$3,467.42	
400.2	Part B: Stream Design Concept Support		3	4		16		16				4		43	\$6,789.35	

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: GeoEngineers

WORK ELEMENT	LABOR HOURS													TOTAL LABOR HOURS	NHR COST
	CLASS	Principal	Associate	Senior Engineer/ Scientist 2	Senior Engineer/ Scientist 1	Project Engineer/ Scientist 2	Project Engineer/ Scientist 1	Staff Engineer/ Scientist 3	Staff Engineer/ Scientist 2	GIS Analyst 2	CAD Designer	Admin 3	Admin 2		
	STAFF NAME		D. Overbay/ D. Eggers	D. Conlin		S. Schwartzel	E. Hum	E. Deal G. Spann							
	NHR	\$259.81	\$237.16	\$208.35	\$184.68	\$159.80	\$148.81	\$136.90	\$126.55	\$138.08	\$130.80	\$124.31	\$110.61		
TOTAL LABOR HOURS AND COST		0	14	12	0	16	8	16	0	0	0	7	0	73	\$12,628.39

OTHER DIRECT COSTS (ODCs):

Mileage	miles @	\$0.580	per mile	\$0.00
Tolls	each @	\$5.00	per each	\$0.00
Parking	each @	\$15.00	per each	\$0.00
GPS Unit	each @	\$50.00	per each	\$0.00
Field Supplies	each @	\$15.00	per each	\$0.00
	each @		per each	\$0.00
	each @		per each	\$0.00
	each @		per each	\$0.00
SUBTOTAL - ODCs				\$0

Classification	Labor Hours
Principal	0
Associate	14
Senior Engineer/ Scientist 2	12
Senior Engineer/ Scientist 1	0
Project Engineer/ Scientist 2	16
Project Engineer/ Scientist 1	8
Staff Engineer/ Scientist 3	16
Staff Engineer/ Scientist 2	0
GIS Analyst 2	0
CAD Designer	0
Admin 3	7
Admin 2	0

Total = 73

NHR Cost	\$12,628
Other Direct Costs	\$0
GRAND TOTAL =	<u>\$12,628</u>

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: GeoEngineers
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 189.41%	+	DR x FF 30%	=	NHR
Principal	\$81.34		\$154.07		\$24.40		\$259.81
Associate	\$74.25		\$140.64		\$22.28		\$237.16
Senior Engineer/ Scientist 2	\$65.23		\$123.55		\$19.57		\$208.35
Senior Engineer/ Scientist 1	\$57.82		\$109.52		\$17.35		\$184.68
Project Engineer/ Scientist 2	\$50.03		\$94.76		\$15.01		\$159.80
Project Engineer/ Scientist 1	\$46.59		\$88.25		\$13.98		\$148.81
Staff Engineer/ Scientist 3	\$42.86		\$81.18		\$12.86		\$136.90
Staff Engineer/ Scientist 2	\$39.62		\$75.04		\$11.89		\$126.55
GIS Analyst 2	\$43.23		\$81.88		\$12.97		\$138.08
CAD Designer	\$40.95		\$77.56		\$12.29		\$130.80
Admin 3	\$38.92		\$73.72		\$11.68		\$124.31
Admin 2	\$34.63		\$65.59		\$10.39		\$110.61

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal	0		\$259.81		\$0.00
Associate	14		\$237.16		\$3,320.27
Senior Engineer/ Scientist 2	12		\$208.35		\$2,500.21
Senior Engineer/ Scientist 1	0		\$184.68		\$0.00
Project Engineer/ Scientist 2	16		\$159.80		\$2,556.81
Project Engineer/ Scientist 1	8		\$148.81		\$1,190.50
Staff Engineer/ Scientist 3	16		\$136.90		\$2,190.39
Staff Engineer/ Scientist 2	0		\$126.55		\$0.00
GIS Analyst 2	0		\$138.08		\$0.00
CAD Designer	0		\$130.80		\$0.00
Admin 3	7		\$124.31		\$870.20
Admin 2	0		\$110.61		\$0.00
SUBTOTAL - Labor Hours x NHR	73				\$12,628

SUBTOTAL **\$12,628**

OTHER DIRECT COSTS (ODCs):

TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)

\$0

TOTAL - PHASE 2:

\$12,628

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: MIG

WORK ELEMENT		LABOR HOURS														TOTAL LABOR HOURS	NHR COST	
		CLASS	Principal II	Sr. Engineer VII	Eng V / LA V / Planner	Engineer IV	LA IV	Sr CAD Technician, Sr Proj. Asst.	CAD Technician	EIT, LA., Landscape Designer II	Project Assistant	Civil Designer I Landscape Designer II	Landscape Designer, Graphics					
			STAFF NAME	D. Rodgers														
			NHR	\$222.55	\$220.00	\$165.36	\$150.41	\$150.41	\$135.00	\$115.00	\$100.00	\$95.00	\$90.00	\$85.00				
WBS	Phase 2: 30% Design																	
600.0	Civil and Landscape	4	20	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,290.20	
600.1	Civil Infrastructure Concept Design Update	4	20													24	\$5,290.20	
700.0	Public Outreach (NOT USED)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
TOTAL LABOR HOURS AND COST		4	20	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,290.20	

OTHER DIRECT COSTS (ODCs):

Mileage	miles @	\$0.580	per mile	\$0.00
Tolls	each @	\$5.00	per each	\$0.00
Parking	each @	\$15.00	per each	\$0.00
Postage, Shipping & Delivery	each @	\$25.00	per each	\$0.00
Open House Supplies	each @	\$420.00	per each	\$0.00
Other	each @	\$275.00	per each	\$0.00
SUBTOTAL - ODCs				\$0.00

Classification	Labor Hours
Principal II	4
Sr. Engineer VII	20
Eng V / LA V / Planner	0
Engineer IV	0
LA IV	0
Sr CAD Technician, Sr Pro	0
CAD Technician	0
EIT, LA., Landscape Desigr	0
Project Assistant	0
Civil Designer I, Landscape	0
Landscape Designer, Grapl	0
0	0
0	0

Total = 24

NHR Cost	\$5,290
Other Direct Costs	\$0
GRAND TOTAL =	<u>\$5,290</u>

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: MIG
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 190%	+	(DR+ICR)xFF 10%	=	NHR
Principal II	\$69.77		\$132.55		\$20.23		\$222.55
Sr. Engineer VII	\$68.97		\$131.03		\$20.00		\$220.00
Eng V / LA V / Planner	\$51.84		\$98.49		\$15.03		\$165.36
Engineer IV	\$47.15		\$89.59		\$13.67		\$150.41
LA IV	\$47.15		\$89.59		\$13.67		\$150.41
Sr CAD Technician, Sr Proj. Asst.	\$42.32		\$80.41		\$12.27		\$135.00
CAD Technician	\$36.05		\$68.50		\$10.45		\$115.00
EIT, LA., Landscape Designer II	\$31.35		\$59.56		\$9.09		\$100.00
Project Assistant	\$29.78		\$56.58		\$8.64		\$95.00
Civil Designer I, Landscape Designer II	\$28.21		\$53.61		\$8.18		\$90.00
Landscape Designer, Graphics	\$26.65		\$50.63		\$7.73		\$85.00

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal II	4		\$222.55		\$890.20
Sr. Engineer VII	20		\$220.00		\$4,400.00
Eng V / LA V / Planner	0		\$165.36		\$0.00
Engineer IV	0		\$150.41		\$0.00
LA IV	0		\$150.41		\$0.00
Sr CAD Technician, Sr Proj. Asst.	0		\$135.00		\$0.00
CAD Technician	0		\$115.00		\$0.00
EIT, LA., Landscape Designer II	0		\$100.00		\$0.00
Project Assistant	0		\$95.00		\$0.00
Civil Designer I, Landscape Designer II	0		\$90.00		\$0.00
Landscape Designer, Graphics	0		\$85.00		\$0.00
0	0		\$0.00		\$0.00
0	0		\$0.00		\$0.00
SUBTOTAL - Labor Hours x NHR	24				\$5,290

SUBTOTAL **\$5,290**

TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)

OTHER DIRECT COSTS (ODCs): **\$0**

TOTAL - PHASE 2: **\$5,290**

Andrew Silvia

From: Butz, Susan (COM) <susan.butz@commerce.wa.gov>
Sent: Thursday, April 28, 2022 11:46 AM
To: Andrew Silvia
Cc: Butz, Susan (COM)
Subject: Town Center Burke-Gilman Trail Connector Project Award Letter
Attachments: image001.wmz; 2022 Supplemental Direct Capital Guidelines_Final.pdf
Importance: High

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STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
 1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

April 28, 2022

Andrew Silvia
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

Dear Andrew:

Congratulations! Governor Inslee recently signed the 2022 Supplemental State Capital Budget, which includes an appropriation of \$103,000 for the Town Center to Burke-Gilman Trail Connector (Lake Forest Park) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$99,910.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property is also required when receiving grants of \$250,000 or more.
- Prevailing wages must be paid for all construction labor costs incurred as of March 31, 2022.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's LEED green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. The [Tool Kit](#) to help with questions you may have. If you need additional information, please contact your Project Manager, Susan Butz, at (360) 764-9552 or susan.butz@commerce.wa.gov.

Sincerely,



Tony Hanson, Deputy Assistant Director
Local Government Division

Susan Bütz

Grant Manager
Community Assistance & Research Unit
Local Government Division
Cell: 360-764-9552
Work Hours: M – TH 7:00 am – 5:30 pm



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Resolution 1868/Authorizing the Mayor to sign an Interlocal Agreement for the Regional Crisis Response Agency

Legislative History

- First Presentation – May 7, 2022, City Council Retreat
- Second Presentation – May 26, 2022, City Council Regular Meeting
- Third Presentation – September 22, 2022, City Council Regular Meeting
- Fourth Presentation – October 27, 2022, City Council Regular Meeting
- Fifth Presentation – November 10, 2022, City Council Regular Meeting

Attachments:

1. Resolution 1868
2. Interlocal Agreement
3. Articles of Incorporation

Executive Summary

At the May 7, 2022, City Council Retreat, the Administration introduced the concept of expanding the North Sound RADAR (Response, Awareness, De-escalation, and Referral) program to a Regional Crisis Response Agency (RCR).

Interlocal Agreement Updates

The City Council was initially briefed on the ILA elements at the September 22nd meeting. Since then, the member jurisdictions updated the draft after receiving governance feedback from the City Councils

of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline. What follows is a quick summary of the updates to the ILA after this feedback:

- **Agency Name:** The Agency name has been updated from the draft name of Community Mobile Crisis Response Agency to Regional Crisis Response Agency.
- **Agreement Term:** Four (4) years instead of six (6) years; still aligned with biennium budget process of all initial Principals.
- **Agency Goals:** Updated goals to align with the intent for police to no longer be the primary responder on behavioral health calls, intent for agency to reduce strain on first responders of repeat calls, and to attract and retain highly qualified staff.
- **Organization Chart:** Added the initial staffing and organizational chart for the Agency.
- **Executive Board:** Allowed for public comment at the Executive Board meeting; allowed for adopting and revising performance metrics and targets for the Agency.
- **Voting:** Recommend a possible alternative by the 2025-2026 biennial budget to the Weighted Voting system that could consider factors such as program usage rather than only accounting for the proportion of the Principal's Budget Share.
- **Meetings:** Executive Board meeting agendas shall include reports from the Operations Board and Community Advisory Group as needed.
- **Public Disclosure Requests:** Kirkland (or future fiduciary agent) will be responsible for responding to public disclosure requests.
- **Operations Board:** The number of Police Chiefs shall not exceed the number of other representatives on the Operations Board; Operations Board shall meet as often as necessary and not less than six (6) times per year.
- **Summary Minutes:** Operations Board and Community Advisory Group shall keep summary minutes that protect the sensitive operational information of the Agency as well as the privacy of those served.
- **Principals Assembly:** Principals Assembly shall occur three (3) times per year in the first biennium of the Agency, and at least once a year after that; two legislative bodies of two or more Principals shall be able to vote to convene a Principals Assembly.
- **Executive Director Duties:** Updated to include reporting to the Executive Board on metrics and other performance targets as well as submitting an Annual Report to the Executive Board and Principals Assembly.
- **Adding Principals:** Added intent that pre-existing Principals should not experience any material reduction in service due to a new Principal; no additional principals in the first year of Agency operations.
- **Added Section on Merger, Consolidation or Sale of All or Substantially All Assets:** Approval of such shall require a Supermajority Vote.

Background

North Sound RADAR is a collaboration between the police departments of Kenmore, Shoreline, Lake Forest Park, Bothell, and Kirkland. The program addresses the rights and needs of individuals with behavioral health issues and/or developmental disabilities (BH/DD). The purpose is to decrease use-of-force incidents between police and individuals with BH/DD and to reduce the repeated and inappropriate use of emergency services. It uses community-policing strategies to achieve these objectives.

RADAR encourages the building of relationships between police and the populations they serve and the sharing of information among first responders to allow for a more effective and safe response during a time of crisis. Through communication and collaborative planning, RADAR seeks to reduce the use of force incidents engendered by fear or misunderstanding. It began in the City of Shoreline as a pilot program funded by the United States Department of Justice through the Bureau of Justice Assistance Smart Policing Initiative. The program went into effect on January 1, 2017 and was evaluated by researchers at George Mason University and the Police Foundation in 2018. It is staffed

by a Program Coordinator, several mental health professionals (RADAR Navigators) and specially trained patrol officers.

When the program was first envisioned, the overall goal of RADAR was to enhance community and first responder safety through relationship-based policing, community care-taking, and procedural justice. The RADAR program was designed as follows:

1. Identify, assess, and establish cooperative relationships with individuals at risk of violence due to mental health issues, cognitive deficits, or substance abuse.
2. Engage in a cooperative alliance with these individuals and the “circle of support” (family members and friends).
3. Establish safety protocols, de-escalation techniques, and voluntary strategies to remove weapons prior to crisis events.
4. Share accurate and updated de-escalation information with first responders to ensure a safe and consistent response.
5. Evaluate the effectiveness of RADAR using a rigorous program evaluation process.

RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community.

Maximizing the North Sound RADAR Service Delivery Model

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into an Interlocal Agreement for the North Sound RADAR Navigator Program. The purpose was to provide the member cities with an economical mechanism for the efficient administration and coordination of a RADAR program to be used in the event of a behavioral health crisis. The goals were to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, and to enhance community and first responder safety by reducing the potential for police use of physical force. The Interlocal was for a 3-year period. Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager’s employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) Grant, along with any other investment that the individual cities wanted to make independently of each other. As other granting sources became available, different cities, became the fiduciary lead for individual grants.

While RADAR’s goals have remained the same, the program has expanded to include the ability for co-response – meaning Police and MHP Navigators respond to an incident together – to persons in mental health crisis during a RADAR shift and for follow-up response by RADAR Deputies and MHPs for willing individuals. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-progress calls with Police across the five cities. This will likely increase as staffing improves and when Navigators can be deployed without an officer.

A longer-term goal of RADAR is to serve as both a co-responder and alternative responder program. When acting as an alternative responder, RADAR navigators would be directly dispatched by the 911(or 988) dispatch service without a police officer. This would require the creation of a ‘decision tree,’ new dispatch protocols, potentially different staff training, and the use of RADAR-specific vehicles.

RADAR Expansion

In alignment with the City’s goals, the North Sound RADAR cities have been planning the expansion of the RADAR program to become a Regional Crisis Response Agency. The goal is to have MHP Navigators available to respond 24/7 to people in crisis across the five-city geographic region. This expansion would build off of the 2019 North Sound RADAR program and allow for the merger of the

2021 Kirkland Community Responder Program. This will provide for expanded crisis response coverage in the five jurisdictions and align the five-city coalition efforts to site a crisis stabilization facility in north King County. To facilitate the expansion, the five RADAR cities have developed a program model, budget and funding structure, and governance model through the creation of a new regional entity. The new regional entity would further the goals of all five partner cities and consolidate the region's crisis response programs under one entity, while also allowing for future expansion.

Proposed Program Model: Providing 24/7 crisis response requires having adequate staffing and transportation plan to respond. The projected staffing level to provide the desired 24/7 coverage is projected at 13 individuals. This will provide for an Executive Director, an administrative support position, a non-field scheduled Lead, and ten (10) in-field Community Responders (Navigators). This level of staffing will provide an average of 16-hours per day/7 days per week of scheduled coverage. Non-scheduled coverage, primarily from 11 pm to 6 am will be covered through on-call/call-out practices.

The planning cities modeled multiple staffing scenarios and are recommending a budget that would support a hybrid model of response. Some MHP Navigators would be paired together and respond as a team of two in their own vehicle, which would allow them to potentially respond without first responders when it was deemed safe to do so. Some MHP Navigators would respond in their own vehicle and always meet a first responder at the call. Regardless of the configuration, the intent is for the MHP Navigators to take the lead on the call if determined safe to do so by the responding police officer. Overnight responses may still be done by one MHP Navigator who is either on-call or on-shift, depending on the need, and would meet a first responder at the call.

In addition to creating a program model that meets the community needs, the cities have worked to address the stringent background check, part-time hours, and insurance requirements that have been barriers to hiring until this point. The background check process has eliminated some of the previous requirements thanks to the Bothell Police Chief's review of what is necessary for the position and what is needed for MHP Navigators to have uncontrolled access to workspace within the police departments and potentially riding from time to time with officers. Positions funded by MIDD have transitioned to full-time hours with City of Bothell benefits.

The cities have petitioned the Washington Cities Insurance Authority (WCIA), which is the liability insurance pool that all the participating cities have membership, to change their coverage restrictions to cover mobile crisis response programs. WCIA's Liability Coverage Document defines the terms and conditions of coverage provided to the membership, and currently, medical malpractice and healthcare services as defined by or subject to Chapter 7.70 RCW are excluded from coverage with some limited exceptions. MHP's are currently covered by WCIA for negligence. Any changes in coverage provided by WCIA must be first voted on and approved by the WCIA Full Board. Recognizing that this is an expanding role WCIA members are undertaking, WCIA is working with their Counsel on language to expand the current coverage and provide additional protection for these behavioral health programs. They intend to bring language to amend the malpractice exclusion to the membership for approval at the October 21, 2022, Full Board Meeting, which would then be included in the 2023 coverage. WCIA believes this will close the coverage loophole that could have occurred if a plaintiff alleged malpractice. Without this change, the individual insurance requirements would continue to be necessary, however, the cities are proposing that the program, not the individual staff, pay this cost to ensure this is not a barrier to qualified applicants and staff.

These changes have had a positive effect on recruitment, with an initial estimate that RADAR would hire one person for a full-time position every 90 days. Currently, there are two full-time MHP Navigators and three people continuing to contract part-time as MHP Navigators, which is funded by the Washington Association of Sheriffs and Police Chiefs (WASPC) grant. Staff anticipates there will be a third MHP Navigator hired by the end of the year. Based on the anticipated merger with the Kirkland program (see below), it is anticipated that there will be an Executive Director, Program Supervisor, and

seven of ten responders (MHP Navigators) as of the new entity's anticipated start date of January 1, 2023.

Merge with Kirkland Program: The staffing plans above both rely on merging the current RADAR program and funding with the City of Kirkland's alternative responder program and funding, as well as additional funding from each of the participating cities. In 2021 the City of Kirkland created its own alternative response program. The goal of the program was to reduce the overreliance on the police for behavioral health-related calls. The original vision was to have three first responder specialties respond together: police, fire/EMT, and an MHP. Once on scene, at least one of the three specialties could back off, with the intent of the MHP taking the lead if safe to do so. Due to current dispatch limitations and concerns for MHP responder safety, the Kirkland program has not yet been able to direct dispatch MHPs as intended.

Kirkland has six funded positions as part of its program, and one of the positions is intended to become the Program Supervisor in the new entity. There are currently three MHPs filled in Kirkland, with the intent to fill a fourth by the end of 2022. Merging the two programs will create a more robust program with significant funding from Kirkland for the 2023-2024 biennium. More information on how this merging impacts the services offered will be discussed in subsequent sections.

Create regional entity: Going forward, the cities are proposing creating a separate non-profit regional entity to oversee the program and have one city/entity hire the staff and loan them to the regional entity and provide all the fiduciary responsibilities for the regional entity. Other services used by the cities use this type of model, including NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by 20 public safety organizations in the northeast region of King County. The cities are recommending that the City of Kirkland fill this role. As such, the employees of RADAR who are currently City of Bothell employees would transfer to the City of Kirkland and would be subject to the City of Kirkland's policies and bargaining agreements. The City of Kirkland would also charge an administrative fee for the services provided.

Regional Entity Interlocal Agreement

In response to the interests of the five RADAR cities to enhance the existing co-response/alternative response programs, staff is recommending the creation of a non-profit regional entity for the operation of the Regional Crisis Response Agency. The member agencies (initially the five RADAR cities) would jointly control and oversee the program. The nonprofit is legally separate from the member agencies and bears primary responsibility and liability for the program.

As such, the member agencies, through their representation and participation as the Executive Board, will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the day-to-day operations of the program.

Funding: The cities have established the following budget estimates for the new agency for the 2023-2024 biennium, January 1, 2023, through December 31, 2024.

Budget Estimates

City	2023 One-Time Costs	2023 On-going Costs	2024 On-going Costs	2023-2024 Total	Preliminary ¹ 2025-2026 Total
Bothell	\$82,412	\$265,509	\$312,532	\$660,454	\$896,013
Kenmore	\$40,566	\$130,693	\$153,839	\$325,099	\$441,049
Kirkland	\$157,567	\$1,070,865	\$1,107,700	\$2,336,132	\$1,713,116
LFP	\$22,935	\$73,891	\$86,978	\$183,804	\$249,360
Shoreline	\$101,575	\$327,248	\$385,205	\$814,029	\$1,104,362
Total	\$405,055	\$1,868,206	\$2,046,255	\$4,319,518	\$4,403,900

¹The preliminary 2025-2026 budget is based on current service levels and may be subject to change.

Kirkland has agreed to pick up the larger share of costs for the first biennium (2023-2024), given that the Kirkland Community Responder program had a higher level of service than the initial plans by the other participating cities. Although this is the case, the cities all want to strive for the multiple scheduled shifts, and 24/7 coverage and therefore have anticipated that for the next biennium (2025-2026) that the budgetary costs will be shared on a per capita basis. If Kirkland was not picking up a larger share during the upcoming biennium, and using 2023 dollars, Lake Forest Park's per capita allocation (5.66%) would be approximately 30% higher (2023 Total operations = \$1,868,206 * 5.66% = \$105,740) than the 2023 costs (\$73,891). The Mayor's Proposed 2023/2024 Biennial Budget recommends Lake Forest Park offset the anticipated program costs with American Rescue Plan Act funds (ARPA).

Articles of Incorporation

The purpose of the Articles of Incorporation (Articles) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under Chapter 24.06 RCW and the Washington Secretary of State. References in the Articles of incorporation mean the Regional Crisis Response Agency (Agency), and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to the operations and governance of the Agency.

Fiscal & Policy Implications

There is no financial impact based on tonight's discussion. However, the City's portion of the Regional Crisis Response Agency (RADAR expansion) is expected to cost \$73,891 in 2023 and \$86,978 in 2024 with a one-time start-up cost of \$23,000. This budget request is included in the Mayor's Proposed 2023-2024 biennial budget. The Mayor's proposed budget recommends the use of American Rescue Plan Act funds (ARPA).

Staff Recommendation

Consider the updates to the Interlocal Agreement and provide the Administration with any requests for additional information or clarification. The Interlocal Agreement and Articles of Incorporation are scheduled for the November 10, 2022, Regular City Council Meeting, where the Council will consider the adoption of a Resolution authorizing the Mayor to execute those documents.

RESOLUTION NO. 1868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE FORMATION OF THE REGIONAL CRISIS RESPONSE AGENCY AND THE INCORPORATION OF THE AGENCY AS A NONPROFIT CORPORATION UNDER CHAPTER 24.06 RCW; AUTHORIZING THE MAYOR TO EXECUTE THE REGIONAL CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Forest Park (the “City”) and the Cities of Bothell, Kenmore, Kirkland, and Shoreline (collectively, the “Parties”) are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of the use of force by law enforcement; and

WHEREAS, pursuant to an Interlocal Agreement dated May 2019, the Parties have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce the use of force, and improve outcomes for community members in behavioral health crisis; and

WHEREAS, in addition to the RADAR Program, in 2021, the City of Kirkland created a Community Safety Initiative to fund “community responders” to respond to calls involving underlying behavioral health, substance abuse or developmental disability components (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Parties determined to explore the creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in the jurisdictions of the Parties, elevate shared governance of these programs to city managers and/or elected officials within the jurisdictions of the Parties, and align with regional efforts by the Parties to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Parties agree that public safety and emergency response services, including crisis response awareness, support, and resource referral for community members with behavioral health issues, substance abuse, and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Parties; and

WHEREAS, the City Council now desires to authorize the execution of the

Regional Crisis Response Agency Interlocal Agreement and Articles of Incorporation and related documents to facilitate the formation of the separate regional nonprofit governmental entity as provided herein;

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

Section 1. Formation of Agency. The City Council hereby authorizes the formation of the “Regional Crisis Response Agency” (the “Agency”) as a separate, independent governmental administrative agency, pursuant to the terms of the Regional Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”), authorized in Section 2. The Agency shall be organized as a nonprofit corporation under chapter 24.06 RCW, pursuant to the terms of its Regional Crisis Response Agency Articles of Incorporation (the “Articles of Incorporation”) authorized in Section 3.

Section 2. Interlocal Agreement. The City Council hereby approves the Interlocal Agreement, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference. The Mayor is hereby authorized to execute, on behalf of the City, such Interlocal Agreement with such changes as determined to be appropriate by such representative and in the best interest of the City.

Section 3. Articles of Incorporation. The City Council hereby approves the Regional Crisis Response Agency Articles of Incorporation (the “Articles of Incorporation”), in substantially the form attached hereto as Exhibit B and incorporated herein by this reference. The Mayor is hereby authorized to execute, on behalf of the City, such Articles of Incorporation with such changes as determined to be appropriate by such representative and in the best interest of the City. Such Articles of Incorporation are hereby further authorized to be filed with the Washington Secretary of State, together with other related documents, in order to incorporate the Agency as a Washington nonprofit organization.

Section 4. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this Resolution. All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified.

Section 5. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scriveners/clerical errors, references, resolution numbering, section/subsection numbers and any reference thereto.

Section 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1868

REGIONAL CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

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[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

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EXHIBITS AND APPENDICES

Exhibit A	Initial Agency Organizational Chart
Exhibit B	2023-2024 Budget and Principal Budget Shares

REGIONAL CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “Regional Crisis Response Agency” (the “Agency” or “RCR”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in behavioral health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls from people in crisis with underlying behavioral health conditions (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members in crisis with underlying behavioral health conditions will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF THE REGIONAL CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “Regional Crisis Response Agency” (the “Agency” or “RCR”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately four (4) years, from its Effective Date through December 31, 2026 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement without just cause, provided that a Principal may upon action of the Executive Board be deemed withdrawn and therefore terminated from this Agreement as provided in Sections 12(f) and 18.

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be

given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency or “RCR”. The “Agency” or “RCR” is the Regional Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. Agreement. The “Agreement” is this Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- c. Articles of Incorporation. The “Articles of Incorporation” refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The “Budget Share” means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The “Bylaws” mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The “Chief Administrative Officer” with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator or chief appointed official in a mayor-council form of government.
- g. Community Advisory Group or Groups. “Community Advisory Group” means the group or groups established per Section 9.
- h. Community Members in Crisis. “Community Members in Crisis” means those individuals with apparent behavioral health, substance use, medical or basic needs crises encountered by Field Staff in their work for the Agency.
- i. Effective Date. “Effective Date” has the meaning set forth in Section 35.
- j. Executive Director. The “Executive Director” is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- k. Executive Board. The “Executive Board” is the body described in Section 7 and shall be the legislative body of the Agency.
- l. Field Staff. “Field Staff” mean employees of the Agency, sometimes referred to as “community responders” or “navigators,” whose primary job duties are to engage with Community Members in Crisis outside of the Agency offices. Field staff may be licensed mental health professionals and/or non-licensed peer support specialists.
- m. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.
- n. Initial Term. “Initial Term” has the meaning set forth in Section 2.

- o. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- p. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.
- q. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- r. Operations Board. The “Operations Board” is the advisory body described herein.
- s. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.
- t. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.
- u. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by operational departments of Principals providing these services.
- v. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- w. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).
- x. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).
- y. State. “State” means State of Washington.

z. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

bb. 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

- a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.
- b. Significantly reduce police response to behavioral health calls by providing alternatives in appropriate instances to police as the primary response to Community Members in Crisis by deploying mental health professionals or similarly certified staff as crisis responders.
- c. Enable Agency service coverage 24 hours per day, 7 days per week.
- d. Coordinate with regional crisis stabilization facility(s) serving the North King County area.
- e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.
- f. Ensure the safety of Field Staff.
- g. Reduce strain on police and fire departments by reducing repeat calls from Community Members in Crisis.
- h. Attract and retain highly qualified Field Staff.
- i. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.
- j. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for Community Members in Crisis, through the deployment of Field Staff who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, Community Advisory Groups, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

g. The initial staffing and organizational chart for the Agency, upon which the initial Agency biennial budget is based, is set forth at Exhibit A.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.

- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.
- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed or acting Chief Administrative Officer of their respective agency.
- c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).
- d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director responsibilities within such individual's respective agency central administration. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters

before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.
- iii. In connection with the preparation of the 2025-2026 biennial budget, the Executive Board shall recommend to the Principals' legislative bodies an amendment to this Agreement adjusting the definition of Weighted Vote to incorporate additional factors such as the calls for service responded to by Field Staff within each Principal jurisdiction, or other factors that the Executive Board determines appropriate. It shall be the intent of the Executive Board to propose a new definition that is fair to all Principals and flexible enough to accommodate the addition of new Principals or withdrawal of existing Principals. It is also the intent of the Executive Board that if the Executive Board does not recommend an amendment to the definition of Weighted Vote in connection with the 2025-2026 biennium, the issue may be discussed in connection with a subsequent biennium.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.

- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, or merger, consolidation or sale of all or substantially all assets of the Agency per Section 21).

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Meeting agendas shall include, as needed, reports from or on behalf of the Operations Board and the Community Advisory Group. Individual members of the Operations Board and the Community Advisory Group are encouraged, similar to other members of the public, to provide comment on matters before the Executive Board.

Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

k. Parliamentary Procedure. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

l. Public Comment. The Executive Board may allow public comment at its meetings and shall ensure there are multiple means for the public to offer comments to the Agency.

m. Agency Performance Metrics. In consultation with the Executive Director, the Executive Board shall from time to time adopt and revise performance metrics and targets for the Agency.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Fiscal Agent, in coordination with the Executive Director shall be responsible for responding to public disclosure requests addressed to the Agency in accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

i. The Police Chief or their designee from each Principal.

- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board, it being the intent that the number of Police Chiefs or their designees serving on the Operations Board shall not exceed the number of other representatives on the Operations Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board. The Operations Board shall meet as often as it deems necessary and not less than six times each calendar year.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Director shall prepare summary minutes of each meeting of the Operations Board, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Operations Board members. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and

with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Director shall prepare summary minutes of each meeting of a Community Advisory Group, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Community Advisory Group members. The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the Agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent

behavioral health issues and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board, with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.
- vii. Report to the Executive Board on the Agency's effectiveness in meeting Executive Board adopted metrics and other performance targets.
- viii. Prepare and submit to the Executive Board and Principals Assembly an annual report as described in Section 9.c.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit B. Thereafter,

Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals' cost allocation for a budget period is also referred to as the Principal's Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds and other grants to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.t and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.t, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement, any Agency Bylaws, and adopted policies and procedures; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost or to experience any material reduction in services from the Agency.

c. Addition of Non-City Principals. A non-city governmental entity otherwise meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program established by the 2019 Agreement, and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the

Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will

not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated (by being deemed withdrawn for nonpayment pursuant to Section 12(f)) shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive

Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.
- b. The terms and conditions of membership on the Executive Board.
- c. Voting rights of Executive Board Members.
- d. Powers of the Executive Board.
- e. Principal contribution responsibilities inconsistent with Section 12.d.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, termination or withdrawal.
- h. Adding a non-city Principal pursuant to Section 14.
- i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals

based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection "i" above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Agency with another entity, or the sale of all or substantially all assets of the Agency, shall require a Supermajority Vote.

SECTION 22. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 23. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the "Fiscal Agent" in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations

under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Agency's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. 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 a party hereto and the Agency, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

h. Each party shall give the other parties proper notice as provided in Section 26, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Agency (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 25. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency's operations and minimize costs of service delivery.

SECTION 26. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency's address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 27. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 28. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 29. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 30. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 31. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION 32. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION 33. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION 34. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be

terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION 35. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section 28.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

CITY OF BOTHELL

CITY OF KENMORE

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

CITY OF KIRKLAND

CITY OF LAKE FOREST PARK

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

CITY OF SHORELINE

Date

Approved as to Form:

City Attorney
Date:_____

EXHIBIT A
Initial Agency Organizational Chart



EXHIBIT B
2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 Regional Crisis Response Agency Budget

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

2023-2024 Principal Budget Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

ALLOCATION METHODOLOGY

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.

ARTICLES OF INCORPORATION

OF

REGIONAL CRISIS RESPONSE AGENCY

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation:

ARTICLE I — NAME

The name of this corporation is: REGIONAL CRISIS RESPONSE AGENCY (the “Agency”).

ARTICLE II — DURATION

The period of duration of the Agency is perpetual.

ARTICLE III — PURPOSES

The Agency is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Regional Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining a mobile crisis response agency as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles, the Agency shall not conduct or carry-on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Agency shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Agency shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the Agency shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Agency shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles or in the Agency's Bylaws or in the Interlocal Agreement, the Agency shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Agency's purposes.

ARTICLE VI — MEMBERS

Each Member of the Agency must be a general-purpose municipal corporation formed and existing under the laws of the state of Washington meeting the requirements described in the Interlocal Agreement. As used in these Articles, the term "Members" means "Principals" as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The Agency shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Agency, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Agency or the winding up of its affairs. Upon dissolution of the Agency, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Agency, and after returning, transferring, or conveying assets held by the Agency requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Agency shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

"Dissenting members," as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the Agency shall be set forth in the Bylaws of the Agency.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the Agency is City of Kirkland (c/o the Regional Crisis Response Agency), 123 5th Avenue, Kirkland, WA 98033. The name and address of its initial registered agent is the City Clerk (or such officer's designee), City of Kirkland, 123 5th Avenue, Kirkland, WA 98033.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

[____], City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[____], City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[____], City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[____], City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[____], City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

Actions of the Directors of the Agency shall be conducted as provided in the Interlocal Agreement, the Bylaws and policies of the Agency. The Board shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Directors, as provided for in the Interlocal Agreement, and including but not limited to the powers provided for in the Interlocal Agreement.

Directors may be removed as provided for in the Interlocal Agreement.

ARTICLE XII -- OFFICERS

The Agency shall have four officers, a President, Vice-President, Secretary and Treasurer. The responsibilities of the officers shall be described in the Interlocal Agreement and the Agency Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

[_____] , City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[_____] , City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[_____] , City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[_____] , City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[_____] , City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the Agency (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally

liable to the Agency for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Agency to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the Agency, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Agency occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the Agency shall indemnify any director and officer of the Agency who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Agency to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the Agency may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Agency. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the Agency, shall be advanced by the Agency to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the Agency shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the Agency, a vote of the Board of Directors of the Agency, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The Agency shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member’s/Principal’s officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the Agency.

Nothing in these Articles may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the Agency shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such indemnification would cause the Agency to lose its exemption from federal income taxation.

ARTICLE XVI — CONFLICTS

In the case of any conflict between any of these Articles and the Bylaws of the Agency, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

ARTICLE XVII — DATE OF INCORPORATION

The date of incorporation of the Agency shall be _____, 2023.

ARTICLE XVIII — NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS

The Agency will have no capital stock. The Agency will not distribute surplus funds to its members, stockholders, or other persons.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this ____ day of _____, 2023.

INCORPORATORS:

[Signature blocks to follow]

~~COMMUNITY MOBILE CRISIS RESPONSE~~REGIONAL CRISIS RESPONSE
AGENCY
INTERLOCAL AGREEMENT

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~~COMMUNITY MOBILE CRISIS RESPONSE AGENCY~~REGIONAL CRISIS
RESPONSE AGENCY
 INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “~~Community Mobile~~Regional Crisis Response Agency” (the “Agency” or “RCR”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in ~~behavior~~behavioral health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls ~~involving~~from people in crisis with underlying behavioral health, ~~substance abuse~~ conditions or developmental ~~disability components~~disabilities (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members in crisis with underlying behavioral health ~~issues, substance abuse, conditions~~ and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF ~~COMMUNITY MOBILE~~ THE REGIONAL CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “~~Community Mobile~~Regional Crisis Response Agency” (the “Agency” or “RCR”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately ~~six~~four (4) years, from its Effective Date through December 31, ~~2028~~2026 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from ~~the~~this Agreement without just cause, provided that a Principal may upon action of the Executive Board be deemed withdrawn and therefore terminated from ~~participation in the~~this Agreement as provided in ~~Section~~Sections 12(f) and 18.

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency or "RCR". The "Agency" or "RCR" is the ~~Community Mobile~~Regional Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. Agreement. The "Agreement" is this Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- c. Articles of Incorporation. The "Articles of Incorporation" refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The "Budget Share" means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The "Bylaws" mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The "Chief Administrative Officer" with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator or chief appointed official in a mayor-council form of government.
- g. Community Advisory Group or Groups. "Community Advisory Group" means the group or groups established per Section 9.
- ~~g-h.~~ Community Members in Crisis. "Community Members in Crisis" means those individuals with apparent behavioral health, substance use, medical, ~~developmental disabilities~~ or basic needs crises encountered by Field Staff in their work for the Agency.
- ~~h-i.~~ Effective Date. "Effective Date" has the meaning set forth in Section ~~34~~35.
- ~~i-j.~~ Executive Director. The "Executive Director" is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- ~~j-k.~~ Executive Board. The "Executive Board" is the body described in Section 7 and shall be the legislative body of the Agency.
- ~~k-l.~~ Field Staff. "Field Staff" mean employees of the Agency, sometimes referred to as "community responders" or "navigators," whose primary job duties are to

engage with Community Members in Crisis outside of the Agency offices. Field staff may be licensed mental health professionals and/or non-licensed peer support specialists.

l.m. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.

m.n. Initial Term. “Initial Term” has the meaning set forth in Section 2.

n.o. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.

o.p. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.

p.q. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.

q.r. Operations Board. The “Operations Board” is the advisory body described herein.

r.s. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.

s.t. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.

t.u. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by cityoperational departments of Principals providing these services.

u.v. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.

v.w. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).

~~w-x.~~ Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).

~~x-y.~~ State. “State” means State of Washington.

~~y-z.~~ Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

~~z-aa.~~ Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

~~aa-bb.~~ 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

- a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.
- b. ~~Provide~~Significantly reduce solo police response to behavioral health calls by providing alternatives in appropriate instances to police as the primary response to ~~community members~~Community Members in Crisis by deploying mental health professionals or similarly certified staff as crisis responders.
- c. ~~Seek to expand~~Enable Agency ~~operations and funding to enable~~service coverage 24 hours per day, 7 days per week.
- d. ~~Advocate for and support the formation of a~~Coordinate with regional crisis stabilization facility ~~in-(s) serving the~~ North King County area.
- e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.
- f. ~~Prioritize~~Ensure the safety of Field Staff.

g. Reduce strain on police and fire departments by reducing repeat calls from Community Members in Crisis.

h. Attract and retain highly qualified Field Staff.

g.i. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.

h.j. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for Community Members in Crisis, through the deployment of ~~licensed staff with training as mental health professionals and/or peer support specialists~~ Field Staff who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, Community Advisory Groups, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both

Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

g. The initial staffing and organizational chart for the Agency, upon which the initial Agency biennial budget is based, is set forth at Exhibit A.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.

- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.
- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed, ~~or~~ acting ~~or elected~~ Chief Administrative Officer of their respective ~~Principal city~~ agency.
- c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).
- d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director

responsibilities within such individual's respective agency-~~central administration~~. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated ~~by vote of the Executive Board~~ shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.

iii. In connection with the preparation of the 2025-2026 biennial budget, the Executive Board shall recommend to the Principals' legislative bodies an amendment to this Agreement adjusting the definition of Weighted Vote to incorporate additional factors such as the calls for service responded to by Field Staff within each Principal jurisdiction, or other factors that the Executive Board determines appropriate. It shall be the intent of the Executive Board to propose a new definition that is fair to all Principals and flexible enough to accommodate the addition of new Principals or withdrawal of existing Principals. It is also the intent of the Executive Board that if the Executive Board does not recommend an amendment to the definition

of Weighted Vote in connection with the 2025-2026 biennium, the issue may be discussed in connection with a subsequent biennium.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.
- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, or merger, consolidation or sale of all or substantially all assets of the Agency- per Section 21).

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Meeting agendas shall include, as needed, reports from or on behalf of the Operations Board and the Community Advisory Group. Individual members of the Operations Board and the Community Advisory Group are encouraged, similar to other members of the public, to provide comment on matters before the Executive Board.

j. Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

k. Parliamentary Procedure. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

l. Public Comment. The Executive Board may allow public comment at its meetings and shall ensure there are multiple means for the public to offer comments to the Agency.

m. Agency Performance Metrics. In consultation with the Executive Director, the Executive Board shall from time to time adopt and revise performance metrics and targets for the Agency.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Fiscal Agent, in coordination with the Executive Director, ~~or designee,~~ shall be responsible for responding to public disclosure requests addressed to the Agency in

accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

- i. The Police Chief or their designee from each Principal.
- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board-, it being the intent that the number of Police Chiefs or their designees serving on the Operations Board shall not exceed the number of other representatives on the Operations Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board. The Operations Board shall meet as often as it deems necessary and not less than six times each calendar year.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Director shall prepare summary minutes of each meeting of the Operations Board, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Operations Board members. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Director shall prepare summary minutes of each meeting of a Community Advisory Group, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Community Advisory Group members. The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. ~~The Agency may, at least annually, hold a Principals Assembly.~~ The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the Agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve

any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent behavioral health issues, ~~substance abuse~~ and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board, with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.
- vii. Report to the Executive Board on the Agency's effectiveness in meeting Executive Board adopted metrics and other performance targets.
- viii. Prepare and submit to the Executive Board and Principals Assembly an annual report as described in Section 9.c.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues, ~~substance abuse~~ and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other

appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit ~~A~~B. Thereafter, Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals' cost allocation for a budget period is also referred to as the Principal's Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds and other grants to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity ~~formed as a city and~~ meeting the qualifications of a Principal in Section 3.~~mt~~ and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.~~mt~~, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement ~~and~~, any Agency Bylaws, and adopted policies and procedures; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost or to experience any material reduction in services from the Agency.

c. Addition of Non-City Principals. A non-city governmental entity otherwise meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program established by the 2019 Agreement, and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor

Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this ~~section~~Section, that

Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated (by being deemed withdrawn for nonpayment pursuant to Section 12(f)) shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.

b. The terms and conditions of membership on the Executive Board.

c. Voting rights of Executive Board Members.

d. Powers of the Executive Board.

e. Principal contribution responsibilities inconsistent with Section 12.d.

f. Hold harmless and indemnification requirements.

g. Provisions regarding duration, termination or withdrawal.

h. Adding a non-city Principal pursuant to Section 14.

i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection "i" above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Agency with another entity, or the sale of all or substantially all assets of the Agency, shall require a Supermajority Vote.

SECTION 22. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 2223. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers’ Compensation, Stop Gap/ Employer’s Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 2324. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the “Fiscal Agent” in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the

Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs (“Damages”), arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s or the Agency’s acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. 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 a party hereto and the Agency, its officers, officials, employees, and volunteers, the party’s liability hereunder shall be only to the extent of the party’s negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party’s waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

h. Each party shall give the other parties proper notice as provided in Section ~~2526~~, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal’s withdrawal from the Agency (collectively for purposes

of this subparagraph “Termination”), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 2425. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency’s operations and minimize costs of service delivery.

SECTION 2526. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency’s address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 2627. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 2728. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal’s web site or other electronically retrievable public source.

SECTION ~~28~~29. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION ~~29~~30. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION ~~30~~31. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION ~~31~~32. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION ~~32~~33. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties

declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION ~~33~~34. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION ~~34~~35. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section ~~27~~28.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

~~City of Bothell~~CITY OF BOTHELL

~~City of Kenmore~~CITY OF KENMORE

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

~~City of Kirkland~~CITY OF KIRKLAND

~~City of Lake Forest Park~~CITY OF LAKE FOREST PARK

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

~~City of Shoreline~~CITY OF SHORELINE

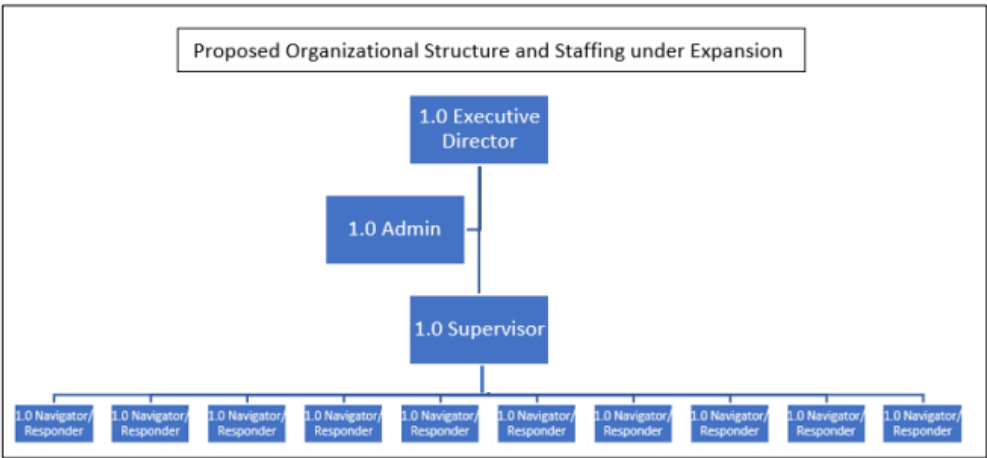
Date

Approved as to Form:

City Attorney

Date:_____

EXHIBIT A
Initial Agency Organizational Chart



Formatted: Centered

EXHIBIT AB
2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 ~~Community Mobile~~Regional Crisis Response Agency Budget

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

2023-2024 Principal Budget Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

ALLOCATION METHODOLOGY

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 10, 2022
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Declaration of the Mayor of the City of Lake Forest Park Terminating the Proclamation of Local Emergency due to COVID-19

Legislative History

- First Presentation
 - March 12, 2020, approving the Emergency Order– City Council Regular Meeting
- Second Presentation/Action
 - November 10, 2022, terminating the Emergency Order – City Council Regular Meeting

Attachments:

1. March 5, 2020, Declaration of Emergency Order
2. November 10, 2020, Declaration Terminating Local Emergency

Executive Summary

On March 5, 2020, Mayor Jeff Johnson of the City of Lake Forest Park (the “City”) proclaimed a local emergency due to the COVID-19 outbreak and put into effect the emergency operations of chapter 8.15 Lake Forest Park Municipal Code (LFPMP) and the emergency powers granted pursuant to RCW 38.52.070. Said Proclamation was approved by the City Council on March 12, 2020.

Effective October 31, 2022, all remaining State of Washington COVID-19 emergency proclamations were rescinded.

Background

Fiscal & Policy Implications

N/A

Alternatives

<i>Options</i>	<i>Results</i>
• Approve declaration	Proclamation of local emergency terminates immediately.
• Do not approve declaration	Proclamation of local emergency will not terminate. Findings for continuing the local emergency must be entered into the record.

Staff Recommendation

Approve the Mayor's declaration, terminating the proclamation of local emergency due to COVID-19.



PROCLAMATION

WHEREAS, in light of a recent outbreak of the novel coronavirus (COVID-19), the Governor of the State of Washington proclaimed a State of Emergency in Washington on February 29, 2020; and

WHEREAS, the City of Lake Forest Park is experiencing this disaster, which creates a threat to life and property; and

WHEREAS, to combat this disaster, all available resources will be committed to disaster work; and

WHEREAS, the City may require supplemental assistance; and

WHEREAS, responding to the severity of this disaster is beyond the capability of the City's resources; and

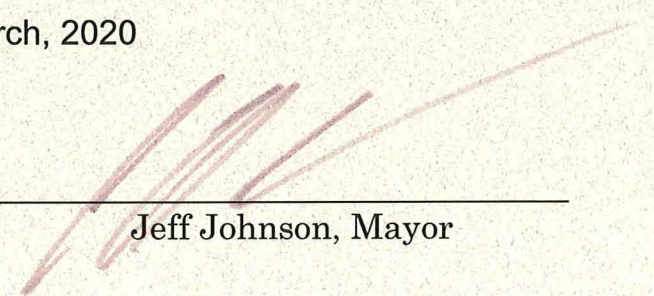
WHEREAS, pursuant to Lake Forest Park Municipal Code Chapter 8.15, the Emergency Coordinator has requested the Mayor proclaim the existence of a disaster.

NOW, THEREFORE, IT IS PROCLAIMED BY THE MAYOR OF THE CITY OF LAKE FOREST PARK THAT:

A LOCAL EMERGENCY NOW EXISTS DUE TO THE COVID-19 OUTBREAK, EMERGENCY OPERATIONS PER LFPMC CHAPTER 8.15 ARE IN EFFECT, AND THIS EVENT CONSTITUTES AN EMERGENCY NECESSITATING THE UTILIZATION OF EMERGENCY POWERS GRANTED UNDER RCW 38.52.070.

Signed this 5th day of March, 2020





Jeff Johnson, Mayor

A DECLARATION OF THE MAYOR OF THE CITY OF LAKE FOREST PARK TERMINATING THE PROCLAMATION OF LOCAL EMERGENCY DUE TO COVID-19

I. FINDINGS

A. On March 5, 2020, Mayor Jeff Johnson of the City of Lake Forest Park (the “City”) proclaimed a local emergency due to the COVID-19 outbreak and put into effect the emergency operations of chapter 8.15 Lake Forest Park Municipal Code (LFPMC) and the emergency powers granted pursuant to RCW 38.52.070.

B. On March 12, 2020, the City Council of the City of Lake Forest Park unanimously approved the Mayor’s emergency proclamation.

C. State and County health authorities have worked for more than two and a half years to respond to the COVID-19 pandemic based on guidance from the Centers for Disease Control.

D. Vaccines, treatments, and other tools to combat COVID-19 are now widely available, and on September 8, 2022, Governor Inslee announced all remaining State of Washington COVID-19 emergency proclamations, and the underlying state of emergency will be rescinded by October 31, 2022.

II. ORDER

Now therefore, I, Jeff Johnson, Mayor of Lake Forest Park, Washington, City Council concurring, declare and order that the emergency conditions leading to the March 5, 2020, declaration of a local emergency due to the Covid-19 outbreak have abated and the City of Lake Forest Park state of emergency is hereby terminated effective immediately.

Signed this 10th day of November 2022

Jeff Johnson
Mayor

City Administrator Report

City of Lake Forest Park

Date: November 10, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

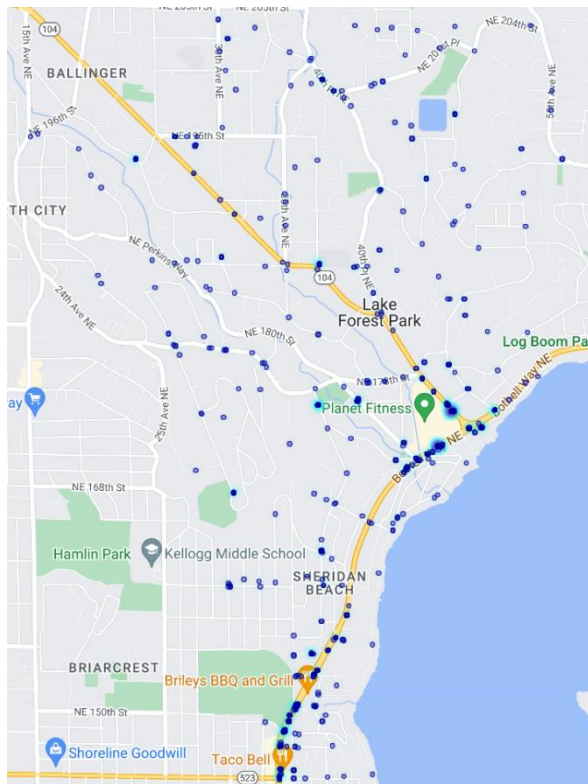
CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for

October 2022:

Each blue dot is an incident generated by dispatch or an officer. This map represents **975** incidents in **October**.

Notable Calls/Incidents:

Type	Calls
Suspicious Circumstances	92
Welfare Check	27
Theft	19
Disturbance	19
Traffic Accident	15
Alarm	18

Notable Incidents

Officers responded to a malicious mischief at Acacia Cemetery. A parent discovered his sons interred remains had been partially dug up. The parent believes the suspect was attempting to remove a gold necklace inside the casket. The remains were found to be sealed and undisturbed.



Officers were dispatched around 4 am for a reported burglary attempt. The victim stated a subject tried to gain access into the residence through a back door using enough force to knock an item off the table next to the door. Officers arrived and discovered the suspect was now inside the victim's hot tub.



After the suspect was arrested, he was found in possession of stolen mail and narcotics. The stolen mail victim was contacted and stated they had confronted the same suspect earlier when they were discovered inside the victim's gazebo. That victim did not call police to report the break in. The suspect was transported to King County Jail and refused booking on medical grounds. The suspect was transported and released at the hospital.

Officers responded to an apartment complex for a malicious mischief. The victim stated his vehicles tires had been slashed. After an investigation and obtaining video footage of the incident, a suspect was identified. Charges were forwarded to the prosecutor.

Officers were dispatched to and contacted three suspicious subjects near the dumpsters at Windemere Real Estate. During the contact two subjects stated the third was attempting to sell them illegal drugs. When officers attempted to detain the subject, he actively fought with officers who eventually got him under control. The suspect was discovered in possession of drug paraphernalia, needles, and fentanyl. The suspect had an active warrant for theft and had previously been trespassed from mall property. Due to his medical condition, (scabies and open sores), he was cited and released with a court date.

Officers responded to Albertsons for a reported shoplift. The suspect was located and positively identified by the store manager. The suspect had a felony warrant from Seattle for Burglary, along with warrants for assault, trespass, and theft from several surrounding agencies. The suspect was transported to jail where he was refused booking. The suspect was cited, given a court date, and released.

While investigating a shoplifting incident at Ross, officers discovered the suspect vehicle parked in the lot with a gun clearly visible from the outside. The vehicle was impounded, and a search warrant obtained. Narcotics, weapons, and a large amount of cash were located inside the vehicle. The investigation is ongoing at this time.



II. Internal City Information

III. Council Information





A group including Councilmember Riddle, Councilmember Furutani, former Councilmember Phillips, community members Natalie Pascale Boisseau, Doug Hennick, Julian Andersen, Jean Reid, along with Director of Public Works Jeffrey Perrigo and Environmental & Sustainability Specialist Cory Roche took Representative Shelley Kloba and two representatives (Andres and Christine) from the Washington Wildlife & Recreation Coalition, on a tour of the Five Acre Woods Project.

The purpose of the tour was to acknowledge the outstanding community engagement, partnerships, and community revitalization of this project to share and show Representative Kloba the importance of providing funding for community projects like this.

IV. Response to Citizen and Council Comments

V. Contract Reporting

No new administratively approved contracts during the reporting period.

VI. Legislative Update

Shelly Helder, Gordon Thomas Honeywell-Governmental Affairs, gave a state legislative update at the October 27, 2022 City Council meeting and the 2023-2024 contract was approved.

VII. Community Events

VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[City Hall Closed \(Veterans' Day Holiday\)](#)

November 11, 2022, 9:00 AM - 5:00 PM

[CANCELED City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

City Council Special Meeting (hybrid meeting)

November 17, 2022, 6:00 PM - 8:00 PM City Hall and via Zoom

Parks and Recreation Advisory Board Meeting (hybrid meeting)

November 23, 2022, 7:00 PM - 8:30 PM @ City Hall and via Zoom

City Hall Closed (Thanksgiving Day Holiday)

November 24, 2022, 9:00 AM - 5:00 PM

City Hall Closed (Native American Heritage Day Holiday)

November 25, 2022, 9:00 AM - 5:00 PM