



CITY OF LAKE FOREST PARK

CITY COUNCIL REGULAR MEETING

Thursday, January 22, 2026 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87270367774>

Call into Webinar: 253-215-8782 | Webinar ID: 872 7036 7774

The City Council is providing opportunities for public comment by submitting a written comment or by attending in person to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

If you are attending the meeting in person, 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. Oral comments are not being accepted via Zoom.

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

Written comments will be submitted to the 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. The City Clerk will read your name and subject matter into the record during Public 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.cityoflfp.gov

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. PUBLIC HEARING

A. Public Hearing Resolution 26-2062/Considering Whether to Take a Position on Shoreline School District Proposition Nos. 1 and 2

- Presentations from other agencies in support or opposition to the levy

- Questions from Council

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

B. Consideration, discussion and or Action on Resolution 26-2062/Considering Whether to Take a Position on Shoreline School District Proposition Nos. 1 and 2

BALLOT TITLES:

Shoreline School District No. 412 Proposition No. 1. Replacement of Expiring Levy for Educational Programs and Operations

Shoreline School District No. 412 Proposition No. 2. Replacement of Expiring Capital Levy for Technology Improvements and Support

5. PUBLIC COMMENTS

The Council will not be accepting online public 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 might have purview or control over. However, the Mayor or Council may not respond to comments from the public. If the comments are of a nature that the Council does not have influence or control over, then the Mayor or presiding officer may request the speaker suspend their comments. 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.

6. PRESENTATIONS

A. Honoring and Thanking Craig Teschlog - Police Department Officer

B. Presentation of the Open Public Meetings Act (OPMA) and Public Records Act (PRA)

7. PROCLAMATIONS

A. Recognizing February 2026 as Black History Month

8. FINAL CONFIRMATION

- A. Appointing Kyle Gati to the Lake Forest Park Tree Board Position No. 5
- B. Appointing Marty Ross to the Lake Forest Park Planning Commission, Position No. 1 (*partial term*)

9. 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. December 11, 2025 City Council Regular Meeting Minutes
- B. January 8, 2026 City Council Work Session Minutes
- C. January 8, 2026 City Council Regular Meeting Minutes
- D. January 13, 2026 Special Joint Meeting of the City Council and Planning Commission Meeting Minutes
- E. City Expenditures for the Period Ending January 22, 2026
- F. Resolution 26-2060/Authorizing the Purchase of NEMCo Emergency Management Response Vehicle.
- G. Resolution 26-2054/Authorizing the Mayor to Sign the Washington State Department of Ecology 2025-2027 Water Quality Stormwater Capacity Agreement
- H. Resolution 26-2056/Authorizing the Mayor to Sign Amendments 2 & 3 to the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects
- I. Resolution 26-2058/Authorizing the Mayor to sign the King County Parks Property Tax Levy Agreement (2026-2031)

10. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- A. Resolution 26-2059/Independent Force Investigation Team King County (IFIT-KC) Second Modification to the Independent Force Investigation Team – King County (IFIT-KC) Interlocal Cooperative Agreement adding Seattle Police Department as a member agency.
- B. Resolution No. 26-2061/Reaffirming the City of Lake Forest Park's commitment to community policing, de-escalation, and the protection of constitutional rights

11. COUNCIL DISCUSSION AND ACTION

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report

C. City Administrator's Report

14. EXECUTIVE SESSION

A. Executive Session - Consideration of the acquisition of real estate purchase or lease pursuant to RCW 42.30.110(1)(b)

15. ADJOURN

FUTURE SCHEDULE

- Thursday, February 12, 2026, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, February 12, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, February 16, 2026 – Presidents' Day; *City Hall Closed*
- Thursday, February 19, 2026, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*
- Saturday, February 21, 2026, 9:00 a.m. City Council Retreat (*Fire Station 51, Kenmore*)
- Monday, February 23, 2026, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, February 26, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date January 22, 2026

Originating Department Municipal Services

Contact Person Matt McLean, City Clerk

Title Resolution 26-2062/Considering Whether to Take a Position on Shoreline School District Proposition Nos. 1 and 2

Legislative History

- First Presentation January 22, 2026 Regular Meeting

Attachments:

1. Resolution 26-2062
2. Proposition 1 & Proposition 2 Ballot Question

Executive Summary

This is a noticed public meeting that enables the City Council to take public testimony pertaining to Shoreline School District No. 412 Proposition Nos. 1 and 2, to discuss taking a position and to determine whether to pass a resolution either favoring, opposing, or to not take a position. Proposition 1, if approved, would replace an expiring levy and fund for four years educational programs and operations expenses not funded by the State of Washington. Proposition 2, if approved, would replace an expiring levy and fund for four years the acquisition and installation of instructional technology, upgrade technology equipment, and provide related training and support.

Background

The ability of a City Council to take a position on a ballot measure is an exception under RCW 42.17A.555. This requires the posting of an open public meeting to take input on a ballot measure, during which persons with supporting and opposing views are given approximately equal opportunities to speak to the measure. The following has occurred prior to Council consideration of this agenda item:

- The public hearing has been duly posted;
- The notice included the number and ballot title of the measures.

Staff Recommendation

Hold the public hearing and consider taking a position in the form of a resolution supporting or opposing Proposition 1 and Proposition 2.

RESOLUTION NO. 26-2062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, (IN SUPPORT OF) (IN OPPOSITION TO) SHORELINE SCHOOL DISTRICT NO. 412 2026 BALLOT MEASURES – PROPOSITION NO. 1 FOR EDUCATIONAL PROGRAMS AND OPERATIONS; AND PROPOSITION NO. 2 FOR CAPITAL LEVY FOR TECHNOLOGY IMPROVEMENTS AND SUPPORT

WHEREAS, the Shoreline School District No. 412 (District) Board of Directors approved Resolution 2025-15 and Resolution 2025—16, placing two Propositions on the ballot for February 10, 2026; and

WHEREAS, Proposition 1, if approved, would replace an expiring levy and fund for four years educational programs and operations expenses not funded by the State of Washington; and

WHEREAS, Proposition 2, if approved, would replace an expiring levy and fund for four years the acquisition and installation of instructional technology, upgrade technology equipment, and provide related training and support; and

WHEREAS, Propositions 1 and 2, if approved, authorize the District to levy property taxes on all taxable property in the District ; and

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

Section 1. The Mayor and City Council of the City of Lake Forest Park, after considering testimony at a duly advertised public meeting, (support) (oppose) Shoreline School District No. 412 Proposition 1 and urge citizens to submit their ballot no later than February 10, 2025.

Section 2. The Mayor and City Council of the City of Lake Forest Park, after considering testimony at a duly advertised public meeting, (support) (oppose) Shoreline School District No. 412 Proposition 2 and urge citizens to submit their ballot no later than February 10, 2025.

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, 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 22nd day of January, 2026.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Shoreline School District No. 412
Proposition No. 1

Replacement of Expiring Levy for Educational Programs and Operations

The Board of Directors of Shoreline School District No. 412 adopted Resolution No. 2025-15, concerning a proposition to finance educational programs and operations expenses. This proposition would authorize the District to meet educational needs of its students by levying the following excess taxes, in place of the expiring levy, on all taxable property within the District, for support of the District's educational programs and operations expenses not funded by the State of Washington:

<u>Collection Year</u>	Estimated Levy Rate/\$1,000	<u>Levy Amount</u>
<u>Assessed Value</u>		
2027	\$1.67	\$39,000,000
2028	\$1.69	\$41,500,000
2029	\$1.71	\$44,000,000
2030	\$1.72	\$46,500,000

all as provided in Resolution No. 2025-15. Should this proposition be approved?

Yes

No

Shoreline School District No. 412**Proposition No. 2****Replacement of Expiring Capital Levy for Technology Improvements and Support**

The Board of Directors of Shoreline School District No. 412 adopted Resolution No. 2025-16, concerning a proposition to finance technology improvements and support. This proposition would authorize the District to acquire and install instructional technology to improve student learning, upgrade District-wide technology equipment, systems and infrastructure, provide related training and support, and levy the following excess taxes, in place of an expiring levy, on all taxable property within the District:

<u>Collection Year</u>	Estimated Levy Rate/\$1,000	<u>Levy Amount</u>
<u>Assessed Value</u>		
2027	\$0.30	\$7,000,000
2028	\$0.29	\$7,000,000
2029	\$0.27	\$7,000,000
2030	\$0.26	\$7,000,000

all as provided in Resolution No. 2025-16. Should this proposition be approved?

Yes

No

PRA & OPMA OVERVIEW

LAKE FOREST PARK CITY COUNCIL

JANUARY 22, 2026

ANN MARIE SOTO

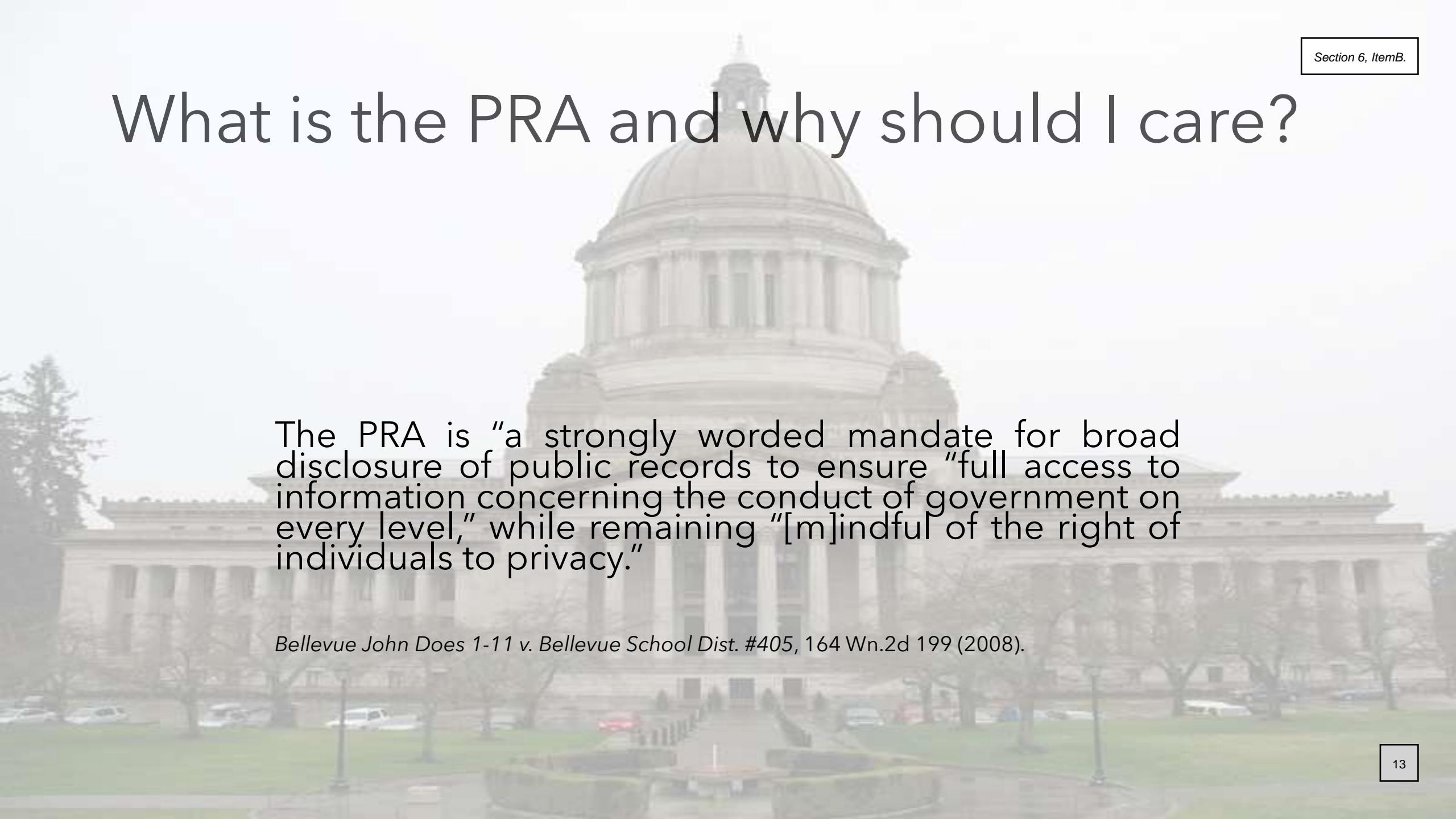


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LAW GROUP, PLLC

Overview

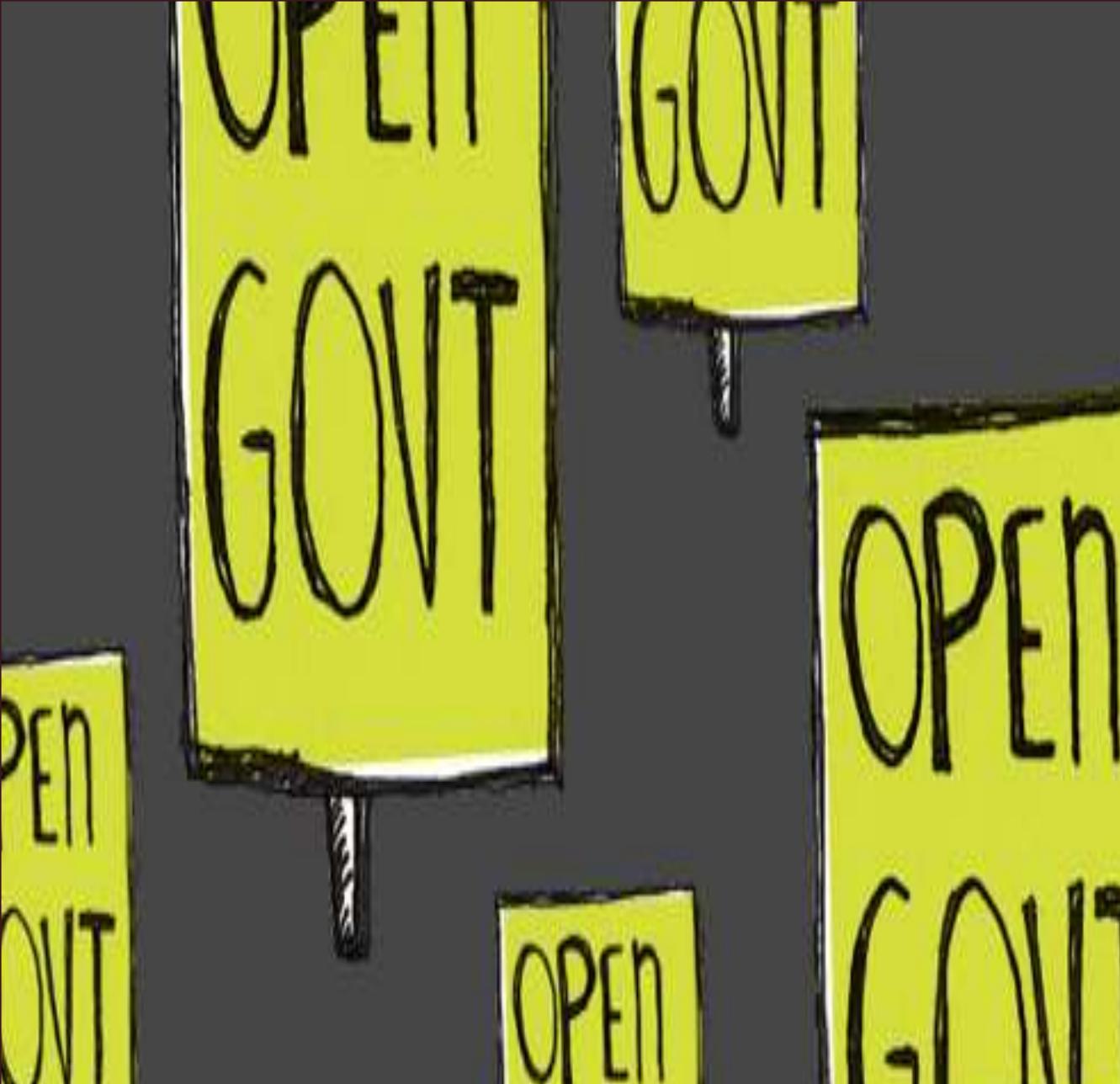
- What is the PRA and why should you care?
- Local government records responsibilities and challenges
- Understanding the definition of “public record”
- Responding to public records requests
- Records retention
- Open Public Meetings Act refresher
- Risk management strategies and takeaways
- Additional resources

What is the PRA and why should I care?

A large, semi-transparent image of the Washington State Capitol building in Olympia, Washington, serves as the background for the slide. The building is a neoclassical structure with a prominent central dome and a colonnade. It is surrounded by green lawns and trees. The image is slightly faded, allowing the text in the foreground to be legible.

The PRA is “a strongly worded mandate for broad disclosure of public records to ensure “full access to information concerning the conduct of government on every level,” while remaining “[m]indful of the right of individuals to privacy.”

Bellevue John Does 1-11 v. Bellevue School Dist. #405, 164 Wn.2d 199 (2008).



- PRA requires agencies to make public records available for inspection and copying
- Important for all agency employees **and officials** to be familiar with the PRA and use consistent procedures when dealing with PRRs. Plus, training is required! (RCW 42.30.205/42.56.150)
- PRA violations (even inadvertent ones) can come with hefty penalties
- Staying apprised of PRA and record requirements may help avoid litigation, or better prepare for litigation that may arise

Local government responsibilities and challenges

Agency Responsibilities

- Adopt and publish a PRA policy
- Appoint and publicly identify a Public Records Officer (PRO)
- Ensure PRO and all members of agency's governing bodies complete PRA training
- Publish and maintain a list of exemptions outside of the PRA
- Maintain a public records index
- Adopt a public records fee schedule
- Track, log, and report public records request information
- Retain and maintain records in accordance with State retention requirements

Common Challenges Faced by Agencies

- Keeping up with technology
 - Ensuring agency has a way to capture/retain public records created on new technology/programs (ex. Zoom chats, Slack, texts, etc.)
 - Funding/staffing levels
 - Dealing with serial or difficult requestors
 - Maintaining consistent documentation
 - Maintaining public records held by third-parties (consultants/contractors, agency volunteers, etc.)

Understanding the definition of “public record”

“Public record” is broadly defined:

“[I]ncludes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function **prepared, owned, used, or retained** by any state or local agency regardless of physical form or characteristics.”

- Includes email, paper files, recordings, web content.
- Includes public records created on **personal electronic devices or non-agency email accounts.**
- May include social media posts.

RCW 42.56.010(3)

Requests for Records vs. Information

- Records defined as any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any public agency regardless of physical form or characteristics
- Record must be “identifiable,” meaning one that is existing at the time of the request and which agency staff can reasonably locate
- Requests that merely ask questions or seek information are not requests for records
- Agencies not required to respond to requests for explanations about records or to conduct research on behalf of the requestor

RCW 42.56.010(3); RCW 42.56.080; WAC 44-14-04002(2)

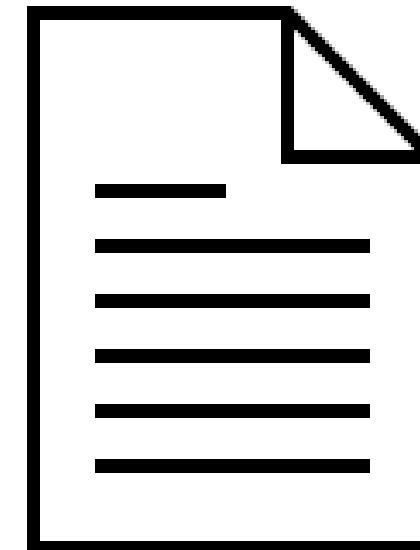
RESPONDING TO PUBLIC RECORDS REQUESTS

So you received a PRR—now what?

- PRO receives request, or request forwarded from another employee/official to PRO
- Agency must respond to the requestor within **5 days** of receipt of the request
- If records readily available, provide the records
- If records not readily available, **MUST** provide “reasonable estimate of time” required to respond
- Search for records
- Provide responsive records; may provide records in installments and extend estimate of time, if needed
- Document closing of request

Initial Response: The 5-Day Letter

- 1) Provide the record
- 2) Provide an internet address and link to the **agency's** website
 - If the requestor notifies the agency that they do not have access to the internet, agency must provide copies or allow the requestor to view copies using an agency computer
 - Cannot direct the requestor to another agency's website
- 3) Acknowledge receipt of the request and provide a reasonable estimate of time needed to respond
- 4) Acknowledge receipt of the request, ask for clarification, and provide a reasonable estimate of time required to respond
- 5) Deny the request



RCW 42.56.520(1)

Calculating Estimate of Time

- Reasonableness will depend on specific facts and circumstances, such as:
 - Need to provide third-party notice*
 - Need for clarification
 - Large volume
 - Records in storage
 - Records contain potentially exempt information/require legal review
 - Workload considerations
- Avoid using blanket estimates for all requests (ex. 30 days)
- **Must include estimate of time**, even if the exact amount of time needed is unknown



RCW 42.56.520(1); *RCW 42.56.540

Seeking Clarification

- If a request is unclear, seek clarification to determine what records the requestor is looking for
- Requests for clarification **MUST** be accompanied by a reasonable estimate of time (“to the greatest extent possible”)
 - If requestor doesn’t clarify and the entire request is unclear, don’t have to process the remainder
 - Otherwise, must process the portions of the PRR which are clear
- Consider asking the requestor to suggest search terms or rephrasing the request in a way that makes sense and ask the requestor to confirm the agency’s understanding



RCW 42.56.520

Third Party Notice

- Agencies may provide notice to third parties with an interest in the release of records.
- Agencies must provide notice when;
 - The request is for records exclusively found in an employee's personnel file.
 - The request is for an investigation into workplace sexual harassment or stalking. (Applies to State agencies but local agencies may want to provide notice anyway).
 - If a collective bargaining agreement requires it.
- Provide a reasonable time to obtain an injunction. Model Rules suggest 10 business days.
- Notify the requester when records will be available if no injunction is obtained and stick to that date!

Searching for Records

- An agency must conduct an **adequate search** for responsive records
 - Consider all formats (paper, electronic, etc.)
 - Consider records of current staff/officials, former staff/officials, and contractors/consultants
 - Consider possible locations (e.g., file cabinets, agency website, audio files, etc.)
 - Search personal devices and accounts when necessary
- The search should be **reasonably calculated to uncover responsive records**
- The search should follow **obvious leads** to possible locations where records are likely to be found
- Don't rely solely on search terms and computer searches—think about the context of records



WAC 44-14-04003(8)

EXEMPTIONS

Exemptions

- Records are presumed open
- If a record, or part of a record, is withheld from the public, the agency must cite to an **"exemption"** in law and give a brief explanation
- Exemptions are **narrowly construed**
- The general rule is the agency withholds only the exempt information and releases the rest
- Exemptions must be authorized in law - in the Public Records Act or other laws



RCW 42.56.050, RCW 42.56.210 - .510, RCW 42.56.550

Right to Privacy?



- There is no general “privacy” exemption in the PRA.
- If privacy is an express element of another exemption, privacy is invaded only if the disclosure would be:
 1. “Highly offensive to the reasonable person” and
 2. “Not of legitimate concern to the public.”

~ RCW 42.56.050

TEXTS, SOCIAL MEDIA, AND OTHER ELECTRONIC RECORDS



Texts and Social Media Records

- Text messages and social media posts on personal devices and accounts *may* constitute an agency's public records subject to disclosure under the PRA if the record:
 - (1) relates to the conduct of government, and
 - (2) was prepared within the scope of employment or official capacity (when the position requires it, the public agency directs it, or when it furthers the agency's interests.)
- Consider adopting policies regarding usage and retention of text messages and social media postings and invest in software for retention of such records
- Must fill out a "Nissen" affidavit when searching for records on personal accounts/devices

Nissen v. Pierce County, 183 Wn.2d 863, 357 P.3d 45 (2015) (text messages on personal device); *West v. City of Puyallup*, 2 Wash. App. 586, 410 P.3d 1197 (2018) (personal Facebook pages)

Providing Electronic Records

- If a requestor requests records in a particular format or electronically, the agency should comply if it is reasonable and feasible
- Reasonableness and feasibility will vary depending on the agency
- Agencies are not required to purchase any particular software, licenses, or other equipment to process PRRs--BUT update software and equipment if able.
- Agencies may provide records in an alternative electronic format--this does not constitute "creating" a new record
- Exempt records might not be provided in their desired format
- May charge for customized service if communicated in advance
- Consider digitizing high retrieval records

RCW 42.56.120; WAC 44-14-050; WAC 44-14-05001-05004;
Mechling v. City of Monroe, 152 Wn. App. 830, 222 P.3d 808 (2009)

TYPES OF PUBLIC RECORDS LEGAL CHALLENGES

Judicial Enforcement

- Public Records Act enforced by courts
- Court can order a variety of remedies, such as:
 - Civil penalties up to \$100 per day
 - Award of attorneys' fees/cost to prevailing requestors
 - Disclosure of all or part of the withheld record, or **non-disclosure** of part or all of the record
- Outside of the PRA, there can be criminal liability for willful destruction or alteration of a public record
- One year statute of limitations for PRA lawsuits
 - From the date an agency claims an exemption, or
 - When agency last produces records on an installment basis
 - Begins upon agency's final, definitive response



RCW 42.56.550; Ch. 40.14 RCW

Review in Superior Court

- Cause of action under the PRA include:
 - Denial of opportunity to inspect or copy a public record (or portion thereof)
 - Failure to provide a reasonable estimate of time/estimate unreasonable
 - Failure to provide a reasonable estimate of charges/estimate unreasonable
- Suit filed in the county where the records are maintained
- Burden of proof is on the agency
- Agency or third-party can also seek an injunction to prevent the release of records

RCW 42.56.540-.550



FEES & PENALTIES

Charging for Records

- Agencies can charge for records, including electronic records, using either:
 - Default fees set forth in PRA; or
 - Actual costs pursuant to an established and published policy.
- Agencies can require a deposit.
- No charge to inspect public records during normal business hours.
- Agency must make its facilities available for a requestor to make copies, unless doing so would be unreasonably disruptive.
- PRA does not provide a mechanism to collect on unpaid PRR balances.

RCW 42.56.080(2); RCW 42.56.090; RCW 42.56.120

Penalties Generally

- Court can impose civil penalties up to \$100 per day per record to be awarded to the requestor
- Court may group records together for penalty assessments—or may calculate penalty on a per page basis
- Court may consider the size of the agency and often analyze the amount of the assessment per resident on a per capita basis
- No proof of damages is required
- Must consider any mitigating or aggravating factors that may reduce or increase a penalty
- Failure to provide 5-day letter not subject to penalties
- In addition to attorneys' fees that may be awarded to prevailing requestor
- Penalty awards reviewed by appeals courts using an "abuse of discretion" standard



Aggravating Factors (Increased Penalty)

- A delayed response by the agency, especially in circumstances making time of the essence.
- Lack of strict compliance by the agency with all procedural requirements and exceptions.
- Lack of proper training and supervision of the agency's personnel.
- Unreasonableness of any explanation for noncompliance by the agency.
- Negligent, reckless, wanton, bad faith, or intentional noncompliance by the agency.
- Agency dishonesty.
- Foreseeable public importance of the issue to which the request is related
- Any actual personal economic loss resulting from agency misconduct, where the loss was foreseeable to the agency.
- A penalty amount necessary to deter future misconduct considering the facts and the size of the agency.
- The inadequacy of an agency's search for records.



~ *Yousoufian v. Sims; Neighborhood Alliance v. Spokane County*

Mitigating Factors (Decreased Penalty)

- A lack of clarity in the public records request.
- The agency's prompt response or legitimate follow-up inquiry for clarification.
- The agency's good faith, honest, timely, and strict compliance with all procedural requirements and exceptions.
- Proper training and supervision of the agency's personnel.
- The reasonableness of any explanation for noncompliance by the agency.
- The helpfulness of the agency to the requester.
- The existence of agency systems to track and retrieve public records.



~ *Yousoufian v. Sims; Neighborhood Alliance v. Spokane County*

Retaining Public Records

Records Retention, Ch. 40.14 RCW

- Records must be retained per the *Local Government Record Retention Schedule* from Washington State Archives.
- After retention period has expired, then records should either be:
 - **Transferred to state archives to protect state history**
 - i.e. project files (after 6 years), maps and photographs, press releases, public opinion polls, speeches (after they have served local use).
 - **Destroyed after they meet retention to reduce PRA workload**
 - i.e. calendars (2 years), citizen complaints (3 years), contracts (6 years after completion), foreclosures (10 years after resolution).

PRA Strategies & Takeaways

- **Stay current on changes** to the PRA, records, and technology.
- **Establish a culture of compliance** starting with agency leadership.
- **Know the law.** Ensure staff and officials are trained about PRA requirements and how to respond to records requests.
- Be mindful of what you put in writing! **Avoid making records** you don't want to see on the front page of the paper.
- **Documentation** and **communication** are KEY!
- **Protect records.** Ensure systems are in place to file, track, retrieve and preserve records, especially with staff changes.
 - **Retain important records** by transferring them to State Archives.
 - **Promptly destroy records** that have met their retention schedule.
- **When in doubt**, contact your legal counsel, RMSA, MRSC, or [Washington AG's Local Government PRA Consultation Program](#).

OPEN PUBLIC MEETINGS ACT

CH. 42.30 RCW

Open Meeting Requirement

All **meetings** of the **governing body** of a public agency shall be open and public and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in the OPMA.

What is a “Governing Body”?



“Governing body” means the **multimember** board, commission, committee, council, or other **policy or rule-making body** of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.

RCW 42.30.020

What is a “Meeting”?

Quorum + Action = Meeting.

“Meeting” means meetings at which action taken.

Action = Transaction of official business, including decision making (“final action”), deliberation and discussion.

No quorum = no meeting (with exceptions).

What constitutes a “action”?

RCW 42.30.020(3)

Section 6, ItemB.

- “**Action**” means the transaction of the official business of a public agency by a governing body, including but not limited to receipt of public testimony, deliberations, discussions, considerations, review, evaluations, and final actions.
- “**Final action**” means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body. Final action MUST be taken in a meeting open to the public.

Examples of Meetings



Email conversations, serial phone calls, texting and messaging involving quorum and city business will probably be considered a meeting.



A quorum at a parking lot, late night dinner, cocktail party or site visit will probably be considered a meeting.

- A serial meeting occurs when the majority of a governing body have a series of smaller gatherings or communications that results in a majority collectively taking action, even if a majority is never part of any one communication.
- Requires a “collective intent to meet” in addition to a series of communications between a majority of the governing body. *Citizens Alliance v. San Juan County*, 184 Wn.2d 428, 359 P.3d 753 (2015).
- “Mere passive receipt of information” by itself is not a violation of the OPMA. *Wood v. Battle Ground School Dist.*, 107 Wash. App. 550, 27 P.3d 1208 (2001).
- “[I]f a quorum of a legislative body, such as the city council, collectively commits or promises to each other to vote – as a group – in favor of or in opposition to a piece of pending legislation at a future public meeting, then such a commitment may be evidence that a majority of the body attended a “meeting” with the collective intent to take an ‘action’ in violation of the OPMA.” *Egan v. City of Seattle*, 14 Wn. App. 2d 594, 471 P.3d 899 (2020).

What's a serial meeting and what is prohibited?

Right to Attend

1. Right to Attend Not = Right to Testify.
2. Right to Attend Not = Right to Disrupt.
3. Can't condition attendance on signing in, filling out questionnaire or requiring any other information.
4. Recording allowed unless disruptive

Special meetings

- Special Meeting = Not regularly scheduled.
- 24 hours before a special meeting, written notice of meeting time, place and agenda
- Can only take final action on agenda items.
- Notice is not required for a meeting to address an emergency if impending injury or damage.

Agendas

Agenda of all regular meetings must be available on-line 24 hours in advance of a meeting.

Does not:

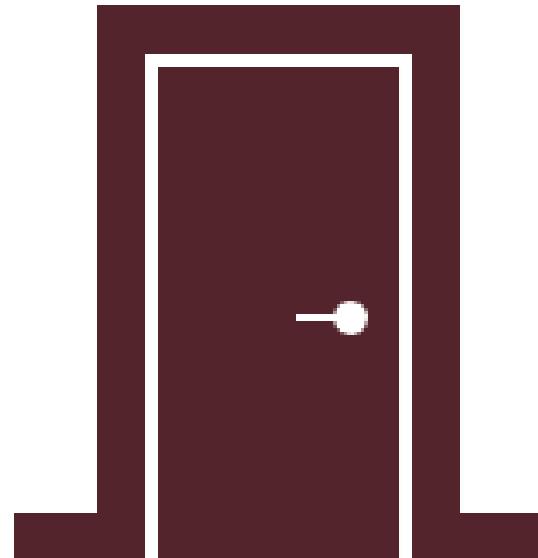
- Apply to agencies that do not have websites or employ fewer than 10 full-time employees.
- Restrict agencies from later modifying an agenda.
- Invalidate otherwise legal actions taken at a regular meeting where agenda was not posted 24 hours in advance.



OPMA Executive Sessions – RCW 42.30.110

Agencies may hold an executive session during a regular or special meeting only for limited purposes listed in OPMA, including:

- **Personnel issues** to review complaints/charges, qualifications and performance.
- **Litigation, potential litigation and legal risks.** As to legal risks, an open discussion must present a danger of adverse legal or financial risk to agency.
- **Real estate negotiations or publicly bid contracts** when public discussion would increase costs.



Executive Sessions may only occur if:

- Before convening the executive session, the presiding officer must announce the purpose and the time the executive session is over.
- Discussion may take place behind closed doors, but decisions must occur within a meeting.
- Secret ballots are not allowed.

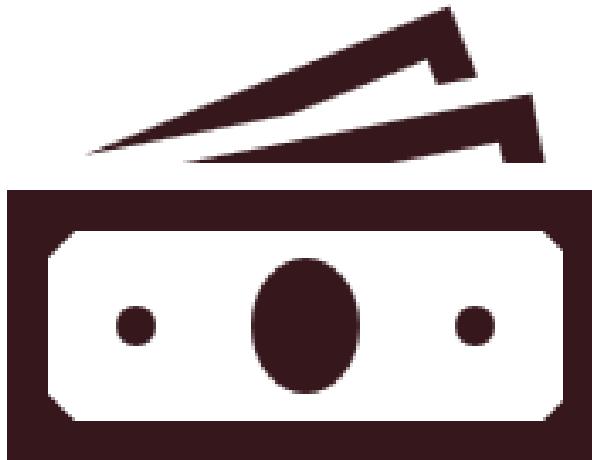
Test for OPMA Violation

Conduct constitutes an OPMA violation when:

- (1) a majority of the council “meet;”
- (2) with the collective intent to transact official business; and
- (3) during the “meeting,” the council members take “action” as defined by the OPMA.

Egan v. City of Seattle, 14 Wn. App. 2d 594, 471 P.3d 899 (2020).

Penalties for Violating the OPMA



- A court can impose \$500 civil penalty against each member (personal liability) for first violation and \$1,000 per subsequent violation
- Court will award costs and attorney fees to a successful party seeking the remedy
- Action taken at meeting can be declared null and void
- Loss of the public trust

What are the penalties for OPMA violations?

Actions null and void. Any action taken at a meeting in violation of the OPMA is null and void. *RCW 42.30.060(1).*

Personal liability. Each governing body member who attends a meeting in violation OPMA ***with knowledge of the fact*** is subject to **personal liability** in the form of a civil penalty of \$500 (first offense) or \$1,000 (subsequent offense). *RCW 42.30.120. Can be used as grounds for recall.*

Agency liability. Any person who prevails against an agency in courts for an OPMA violation will be awarded ***all costs, including attorney fees.*** *RCW 42.30.120(2).* Prevailing agency only awarded reasonable expenses and attorney fees if the action was "frivolous and advanced without reasonable cause." This is a high bar and rarely occurs.

BEST PRACTICES AND OTHER CONSIDERATIONS

- Meet more frequently.
- Use the city administrator or another staff person as a resource to filter information through.
- Do not discuss city business with more than two other councilmembers outside of an open public meeting.
- If you have discussed a matter in a group of three councilmembers, make sure you don't then discuss the same matter with a fourth member.
- When in doubt, discuss in an open public meeting!

Find ways to communicate within the confines of the law

Be careful with executive sessions

- Don't overuse executive sessions.
- Stay on topic during an executive session.
- Always let the public know if you might take action following an executive session.
- Discuss matters publicly after executive session prior to voting.
- Don't discuss what happened in executive session. RCW 42.23.070(4) provides, in part, that "no municipal officer may disclose confidential information gained by reason of the officer's position." RCW 42.23.050 provides for a \$500 penalty and the potential forfeiture of office.

Avoid text messaging during meetings.

- The public can see you and wonders what you're doing.
- Exchanging text messages regarding City business with a quorum of board members would constitute a meeting in violation of the OPMA.
- Having private conversations via text or email during meetings may give the appearance of trying to hide something, which can invite lawsuits.
- Remember that text messages about City business are subject to public disclosure and records retentions laws.

Be careful when using social media

- Remember that your social media posts are also public records and that you can take "action" in violation of the OPMA via social media, too.

Avoid situations that may present the appearance of an OPMA violation or impropriety

Additional Resources

Records retention and destruction

Section 6, ItemB.

Washington State Archives site—Records Management:
<http://www.sos.wa.gov/archives/RecordsManagement/>

On-line training course for public officials (Washington State Archives):
<http://www.sos.wa.gov/archives/RecordsManagement/PublicOfficialsandPublicRecords/index.html>

Public Records Act

Washington State Attorney General's video on the PRA:
<http://www.atg.wa.gov/OpengovernmentTraining.aspx#.UyDPQfldWqs>

Washington State AG's Local Government PRA Consultation Program:
<http://www.atg.wa.gov/pra-consulting-program>

MRSC publication: "Public Records Act for Washington Cities, Counties and Special Purpose Districts": <http://www.mrsc.org/publications/pra13.pdf>

Open Public Meetings Act

MRSC (Basics, Forms): [MRSC - Open Public Meetings Act Basics](#)

Attorney General's Office Open Government Training: [LESSON 3: OPEN PUBLIC MEETINGS ACT - RCW 42.30 | Washington State](#)

Questions?

Ann Marie J. Soto,

AnnMarie@MadronaLaw.com

(425) 201-5111, Ext. 4

www.MadronaLaw.com



MADRONA
LAW GROUP, PLLC



PROCLAMATION

WHEREAS, each year, Black History Month is observed in February; and

WHEREAS, the origins of Black History Month date back to 1915 when Dr. Carter G. Woodson founded the organization known today as the Association for the Study of African American Life and History; and

WHEREAS, in 1925, Dr. Carter G. Woodson planned the inaugural week-long observance of Black history; and

WHEREAS, every year, the Association for the Study of African American Life and History sets a theme for Black History Month, and the theme for 2026 is "A Century of Black History Commemorations;" and

WHEREAS, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom; and

WHEREAS, Black History Month also celebrates the achievements and contributions that African Americans have made in shaping our country, society, and communities; and

WHEREAS, this year's Black History Month theme is a call to everyone to explore the impact and meaning of Black history and life commemorations in transforming the status of Black peoples in the modern world; and

WHEREAS, to participate in observing Black History Month, those interested can visit www.asah.org to learn more about the origins of the month, this year's theme, and African American history.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim February 2026 as

BLACK HISTORY MONTH

in the City of Lake Forest Park and urge all citizens to join in this special observance.

Signed this 22nd day of January 2026

Tom French, Mayor



LAKE FOREST PARK

WASHINGTON

Published on *Lake Forest Park Washington Meetings* (<https://lakeforestpark-wa.municodemeeetings.com>)

[Home](#) > [Boards](#) > [Board Application](#) > [Webform results](#) > Board Application

Submission information

Form: [City of Lake Forest Park Boards and Commissions Application](#) [1]

Submitted by Visitor (not verified)

Mon, 10/27/2025 - 12:00pm

71.231.123.38

First Name

KYLE

Last Name

GATI

Home Address

[REDACTED]

Mailing Address (if different from above)**Phone Number**

[REDACTED]

Do you own property in Lake Forest Park?

Yes

Email

[REDACTED]

Board, Commission, Committee

Tree Board

Years a Resident of this Municipality

5

Experience/Professional Expertise/Education (Please provide dates of education and experience.)

I bring 17 years of professional experience as a consultant in industrial design, where I specialize in understanding user needs and developing innovative solutions. My work spans product design, packaging, and environmental experiences, with a strong focus on envisioning and shaping the future through thoughtful, creative problem-solving. Collaborating with clients and partners across various industries, I have honed my ability to communicate complex ideas visually and effectively, a skill I believe would translate well to

community education and advocacy.

While I don't have formal professional experience in arboriculture or horticulture, I am deeply connected to nature through hands-on experience. I have been a beekeeper for 14 years, a mushroom cultivator and foraging enthusiast, and I maintain a thriving vegetable and fruit garden each year. Additionally, I grow plants indoors using hydroponic systems, further deepening my understanding of plant care and ecosystem balance.

I hold a Bachelor of Fine Arts in Industrial Design from the University of Illinois, School of Art & Design (Class of 2008).

Current or Prior Experience on Boards/Commissions/Committees

Brookside Elementary, PTA Board - Communications Chair - 2025 - Current

Industrial Designer Society of America - Chicago Chapter - Officer / Treasurer - 2010 - 2012

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups-please provide dates)

Brookside Elementary - Art Docent, 2024 - Current

Puget Sound Mycological Society - Member, 2018 - Current

Sustainable NE Seattle Garden Tour - Host, 2019 - 2023

Sustainable NE Seattle HandsOn Skills Fair - Sourdough Breadmaking Instructor, 2017, 2018, 2019

Puget Sound Beekeepers Association - Member, 2016 - 2020

Reasons for Wanting to Serve

Trees were a major factor in my wife and me choosing to settle in Seattle, and more specifically in Lake Forest Park. We've called LFP home for five years now, and the greater region for nine.

Recently, I've noticed an increasing number of trees being removed in our neighborhood—some with permits, some without. Each loss is deeply felt, as it means losing not just a tree, but also the many benefits it provides: habitat for wildlife, natural beauty, wind protection, carbon sequestration, cleaner air, biodiversity, temperature regulation, and soil stability.

I want to be part of the effort to promote thoughtful tree stewardship in our community—not through shame, but through education and awareness. With my background in design and communication, I believe I can contribute meaningfully by creating engaging, informative materials that highlight the importance of preserving and caring for our urban forest.

Serving on the Tree Board would be an opportunity to give back to the community and help ensure that Lake Forest Park remains a place where trees continue to thrive for generations to come.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

- [Home](#)
- [Logout](#)

- o [Dashboard](#)

[Municode - Connecting You and Your Community](#)

Source URL:<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/124>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application>



LAKE FOREST PARK

WASHINGTON

Search Meeting Files

Submission #71

[Print](#) [Resend e-mails](#)

[Previous submission](#) [Next submission](#)

Submission information

Form: City of Lake Forest Park Boards and Commissions Application

Submitted by Visitor (not verified)

Tue, 01/13/2026 - 7:17pm

73.35.178.80

First Name

Paul (Marty)

Last Name

Ross

Home Address

[REDACTED]

Mailing Address (if different from above)**Phone Number**

[REDACTED]

Do you own property in Lake Forest Park?

Yes

Email

[REDACTED]

Board, Commission, Committee

Planning Commission

Section 8, ItemB.

Years a Resident of this Municipality

17

Experience/Professional Expertise/Education (Please provide dates of education and experience.)

B.S. Microbiology, B.A. History, University of Washington [1994 - 1998]

M.A.S. Spatial Analysis for Public Health, Johns Hopkins University [2021 - 2023] (GIS-focused professional degree)

Research Scientist in biotechnology [1999 - 2023]

Data Analyst for the Health Care Cost Transparency Board at the WA Health Care Authority [2023 - Present]

Lean Green Belt Project Management [2025]

Current or Prior Experience on Boards/Commissions/Committees

Staffed hybrid Health Care Cost Transparency Board (and advisory committee) meetings

Political party work (w/ Robert's Rules)

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups- please provide dates)

Member of the WA State Democratic Central Committee, Co-chair of the State Technology Committee [2021 - Present]

PCO Chair in the 1st LD Democrats (and previously 46th) [2017-Present]

Reasons for Wanting to Serve

I've lived here for years, but my political focus has been more regional in scope; volunteer recruitment, canvassing efforts, workplan development, rules & bylaws, etc.

I'd always planned to get more hyper-local as time went on, but the super-narrow defeat of the Levy (<1 vote per precinct) has left me gutted. Having worked very hard this past fall to get it across the finish line, I am looking to re-focus my civic efforts to make sure we never fall short of properly funding our city again.

In the longer term, I'm getting close to 50, and some day, I'd love to retire to a condo in a re-developed LFP town center. I think engagement is the best way to make this a reality.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

[paulross-cv-general.pdf](#)

[Previous submission](#)

[Next submission](#)

PAUL (MARTY) ROSS



linkedin.com/in/pmross

DATA ANALYSIS and VISUALIZATION

Exceptional and proven data analyst and geographic information systems specialist, looking to leverage my education and skill set in support of my community in Lake Forest Park.

Public Health:

Epidemiology | Spatial Analysis
Biostatistics | Microbiology

Project Management:

Timelines | Workplans
Tooling | Communication

Geographic Information Systems:

ArcGIS Pro | Spatial Statistics
R Geospatial | Point Pattern

Data Science:

Data Visualization | SQL
Data Quality Assessment
Software Validation
Bioinformatics | Biostatistics

Computing:

R | Python | Cloud | ArcGIS
Matlab | Java | VBA | Tableau
Word | Excel | PowerPoint

Molecular Biology:

Spatial Biology | NGS
Microbiology | Virology

PROFESSIONAL ACCOMPLISHMENTS

GIS, Data Analysis, and HealthCare

- Produced written material, maps, and figures in R from aggregated provider and survey data for the Health Care Cost Transparency Board's public-facing Health Care Cost Benchmark Report and Affordability Report, supporting insight and policy innovation.
- Leveraged spatial techniques including regression, kriging, hotspot analysis, spatial variation, K-, L-, and Moran's I functions using demographic, epidemiologic, and shapefile data in ArcGIS Pro and R.
- Completed an R and ArcGIS capstone investigating wildfire smoke preparedness and response in communities of Washington State to protect vulnerable populations and spotlight equity considerations.
https://pmross0098.shinyapps.io/MRoss_SmkDaysWA
- Created an R software package used by colleagues in cloud-based Docker containers, automating the production of customer-facing PowerPoint, RMarkdown, and Shiny data reports and dashboards with AWS data delivery, supporting over 500 projects, grant applications, and collaborations.
- Built a bioinformatic software pipeline in Python & Linux/Bash to design custom assays for pathogen detection, gene expression, and target enrichment, supporting 300+ projects.

Process Development and Leadership

- Wrote SOPs, requirements, and specifications for novel technologies to guide 2 instruments, 3 products, and numerous software packages to market, tracking in GitHub and Azure DevOps.
- Developed applications in Python and R to support research in projects as diverse as Detection Chemistry, Bioinformatics, and Instrument Automation, working with stakeholders in Sales, Engineering, and Senior Management.
- Member of the inaugural DEI Committee at NanoString, guiding the development of Employee Resource Groups and a more inclusive and respectful work culture.

EXPERIENCE

Health Care Authority | Olympia, WA | Sep 2023 - Present

Cost Board Data Analyst | Aug 2024 - Present

Working in data science and analytics to identify granular areas of health care cost growth, staffing the Health Care Cost Transparency Board. Review literature on health care, gather and coalesce various data sources to support possible health care reform opportunities in the state of Washington.

- Produce advanced data visualizations for legislative and board presentations across the policy group.
- Develop enhancements to analytic methodologies.

Health Care Policy and Market Data Analyst | Sep 2023 – Aug 2024

Primary liaison and project manager for the Analytic Strategy Initiative, a grant-funded health care cost project with the University of Washington's Institute for Health Metrics and Evaluation, to better understand the cost drivers of Washington's health care spending growth.

- Produce legislative reports with analysis and data visualization.
- Staff open public meetings, producing agendas and content.

NanoString Technologies Inc. | Seattle, WA | Feb 2015 - Nov 2022

Data Scientist II | Apr 2021 - Nov 2022

Data analysis package and report development for spatial biology assays, supporting and training colleagues and customers in Docker environments for more than 300 projects.

- Parallelized cell typing and differential expression to speed workflow 4x.
- Software testing and validation for customer-facing analytic workflows.

Scientist II | Feb 2015 - YeahMar 2021

Managed more than 30 research collaborations, producing figures and reports for use in presentations, publications, and marketing collateral (ggplot, plotly, officer, RMarkdown, Shiny)

- Data analysis and experimental design for verification and validation of NGS-based spatial biology assays and instrumentation.
- Led a team to develop and release 2 hybridization-based SNV Panels to detect somatic and liquid tumor mutations in whole and cell-free DNA (ctDNA/cfDNA).

ADDITIONAL RELEVANT EXPERIENCE

Stratos Genomics Inc. | Seattle, WA | Nov 2010 - Jan 2015

Scientist

- Nanopore Sequencing, Molecular Code and Signal Design, and Matlab Signal Processing.

Senior Research Associate

- Nanopore Detection Chemistry, Molecular Characterization, Lipid Chemistry

EDUCATION

Master of Applied Science in Spatial Analysis for Public Health, 2021 – 2023

Johns Hopkins University, Baltimore, MD, **GPA: 4.0**

Bachelor of Science, B.S. in Microbiology, **Bachelor of Arts, B.A.** in History, University of Washington, Seattle, WA

CERTIFICATIONS

Certifications in **Lean Green Belt, Project Management, Meeting Effectiveness, Planview**, HCA, Olympia, WA

Certification in **Applied Biostatistics**, University of Washington, Seattle, WA

PUBLICATIONS

COVID-19 tissue atlases reveal SARS-CoV-2 pathology and cellular targets, *Nature*, Jul 2021

The spatially resolved transcriptional profile of acute T cell-mediated rejection in a kidney allograft, *Kidney International*, Jan 2022

VOLUNTEERING

Co-Chair, Technology Committee, Washington State Democrats

Elected Member, Washington State Democrats Central Committee

INTERESTS AND HOBBIES

I enjoy amateur astronomy, reading, photography, world travel, home improvement, and going to concerts and sporting events. I am also active in local politics, conducting voter outreach, recruiting volunteers, organizing fundraisers, and administering elections.

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
December 11, 2025**

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair (via Zoom); Paula Goode, Jon Lebo, Matt Muilenburg, Semra Riddle, Ellyn Saunders (via Zoom)

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Mark Hofman, Community Development Director; Jennifer Grant, Municipal Judge; Julie Espinoza, Court Administrator; Matt McLean, City Clerk

Others present: 22 visitors

CALL TO ORDER

Mayor French called the regular City Council meeting of December 11, 2025, to order at 7:00 p.m.

FLAG SALUTE

Deputy Mayor Furutani led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Goode moved to approve the agenda. **Deputy Mayor Furutani seconded** and moved to amend the agenda, removing item 4.B Police Department Volunteer Recognition – Iko Knyphausen. **The motion to approve the agenda as amended carried unanimously.**

PRESENTATIONS

Swearing in of new Councilmember Matthew Muilenburg

Judge Grant administered the oath of office to Matt Muilenburg.

PUBLIC COMMENT

Mayor French invited comments from the public. With no one in the audience wishing to speak, Mayor French closed the public comment period.

1 **CONSENT CALENDAR**
23 **Cmbr. Goode moved to approve the Consent Calendar. Deputy Mayor Furutani**
4 **seconded. The motion to approve the Consent Calendar carried unanimously.**
5

6 A. Accounts Payable dated 11/26/2025 Claim Fund Check Nos. 88476 through 88545 in the
7 amount of \$288,212.67, a 10/23/2025 Payroll Fund ACH transaction in the amount of
8 \$182,996.81, an 11/7/2025 Payroll Fund ACH transaction in the amount of \$204,632.31,
9 an 11/21/2025 Payroll Fund ACH transaction in the amount of \$185,326.19, an 11/7/25
10 Direct Deposit transaction in the amount of \$224,598.73, and an 11/21/2025 Direct
11 Deposit transaction in the amount of \$209,474.34. Additional approved ACH
12 transactions: Elevon, \$963.01; Invoice Cloud, \$1,513.70; State of Washington,
13 \$8,630.75; Wex Bank-Chevron, \$289.07; US Bank, \$54,624.92. Total approved
14 transactions: \$1,361,262.50.

15 B. Voided Checks Nos. 88559 and 88591, a pre-paid Accounts Payable dated 12/2/2025
16 Claim Fund Check Nos. 88546 through 88548 in the amount of \$34,247.77, an Accounts
17 Payable dated 12/11/2025 Claim Fund Check Nos. 88549 through 88594 in the amount
18 of \$431,434.05. Total approved transactions: \$465,681.82.

19 C. November 13, 2025 City Council Work Session Minutes
20 D. November 13, 2025 City Council Regular Meeting Minutes
21 E. November 20, 2025 City Council Special Meeting Minutes
22 F. November 24, 2025 City Council Special Meeting Minutes
23 G. Resolution 25-2048/Authorizing the Mayor to Sign the First Addendum to the Interlocal
24 Agreement with the City of Sunnyside for Jail Services

26 **ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION**
2728 **Resolution 25-2049/Authorizing Staff to Contract for the Purchase of Four ATS SpeedAlert**
29 **Radar Message Sign Trailers**31 Chief Harden gave a brief presentation and responded to Council questions.
3233 **Deputy Mayor Furutani moved to waive the three-touch rule regarding Resolution 25-**
34 **2049/Authorizing Staff to Contract for the Purchase of Four ATS SpeedAlert Radar**
35 **Message Sign Trailers. Cmbr. Saunders seconded. The motion to waive the three-touch**
36 **rule carried unanimously.**38 **Deputy Mayor Furutani moved to approve Resolution 25-2049/Authorizing Staff to**
39 **Contract for the Purchase of Four ATS SpeedAlert Radar Message Sign Trailers. Cmbr.**
40 **Saunders seconded. The motion to approve Resolution 25-2049 carried unanimously.**

1 **ORDINANCES AND RESOLUTIONS FOR ACTION**
23 **Resolution 25-2050/Accepting the Speed Analysis and Equity Impact Analysis Studies for**
4 **State Routes 522 and 104**5 Administrator Hill gave a brief presentation and responded to Council questions.
67 Cmbr. Riddle arrived at 7:30 p.m., via Zoom.
89 **Deputy Mayor Furutani moved** to approve Resolution 25-2050/ Accepting the Speed
10 Analysis and Equity Impact Analysis Studies for State Routes 522 and 104. **Cmbr. Goode**
11 **seconded.**12 **Cmbr. Lebo moved** to amend the motion, requiring that the Administration seek council
13 approval if additional staff or funding is required. **Cmbr. Goode seconded. The motion**
14 **to amend carried unanimously.**15 **The motion to approve Resolution 25-2050 as amended carried unanimously.**16 **Ordinance 25-1311/Amending the Adopted Biennial Budget of the City of Lake Forest Park for**
17 **the Years 2025-2026**18 Director Vaughn gave a brief presentation followed by a brief presentation from Judge Grant
19 and Administrator Espinoza of the Municipal Court. Staff responded to Council questions.
2021 **Cmbr. Lebo moved** to approve the Revised FTE Court Clerk structure as presented by
22 staff. **Deputy Mayor Furutani seconded. The motion carried unanimously.**23 **Deputy Mayor Furutani moved** to adopt Ordinance 25-1311/Amending the Adopted
24 Biennial Budget of the City of Lake Forest Park for the Years 2025-2026. **Cmbr. Riddle**
25 **seconded.**26 **Cmbr. Lebo moved** to amend the motion to direct the City Administration to publish the
27 amended budget following adoption of the mid-biennial budget amendment by the end
28 of January of the even numbered year in the form a spreadsheet including the
29 Consolidated Financial Schedule and Fund Balance Statement. **Cmbr. Goode seconded.**30 Vice Chair Goldman arrived at 8:26 p.m., via Zoom.
3132 **The motion to amend failed with Cmbr. Lebo voting aye; Cmbs. Furutani, Goldman,**
33 **Goode, Muilenburg, Riddle, and Saunders voting nay.**34 **Deputy Mayor Furutani moved** to amend the motion to specify that the funds
35 necessary to pay for the \$1,547,603 in additional expenditures be taken from Fund No.
36

1 001, the General Fund, as shown in Section 1 of draft Ordinance 25-1311. Cmbr. Riddle
2 seconded.

3
4 **The motion to amend Ordinance 25-1311 to specify the source of funds carried**
5 **unanimously.**

6
7 Cmbr. Riddle left the meeting at 8:50 p.m.
8

9 **The motion to adopt Ordinance 25-1311 as amended carried unanimously.**

10
11 Attorney Pratt requested Council to make a motion to incorporate the findings of the Speed
12 and Equity Impact Analyses into Resolution 25-2050.
13

14 **Deputy Mayor Furutani moved** to add to Resolution 25-2050/Accepting the Speed
15 Analysis and Equity Impact Analysis Studies for State Routes 522 and 104 the following
16 findings: The speed analysis identifies State Route 522 as being 1) traveled by vulnerable
17 road users, 2) evidence of vehicles speeding, 3) higher rates of collision, and 4)
18 anticipated ineffectiveness or infeasibility of other mitigation measures; and the speed
19 analysis identifies State Route 104 as being 1) traveled by vulnerable road users, 2)
20 evidence of vehicles speeding, and 3) anticipated ineffectiveness or infeasibility of other
21 mitigation measures. **Cmbr. Goode seconded. The motion carried unanimously with**
22 **Vice Chair Goldman abstaining.**

23
24 **Resolution 25-2039/Authorizing the Mayor to Sign the First Amendment to the Contract for**
25 **Public Defense Services with Stewart MacNichols Harmell, Inc., P.S.**

26
27 Administrator Hill gave a brief presentation and responded to Council questions.
28

29 **Deputy Mayor Furutani moved** to approve Resolution 25-2039/Authorizing the Mayor
30 to Sign the First Amendment to the Contract for Public Defense Services with Stewart
31 MacNichols Harmell, Inc., P.S. **Cmbr. Goode seconded. The motion carried unanimously.**

32
33 **ORDINANCES AND RESOLUTIONS FOR ACTION**

34
35 **Resolution 25-2051/Authorizing the Mayor to Sign the First Amendment to the Interlocal**
36 **Agreement for Regional Emergency Management with the City of Kenmore and King County**
37 **Fire District No. 16**

38
39 Administrator Hill gave a brief presentation and responded to Council questions.
40

41 **Deputy Mayor Furutani moved** to approve Resolution 25-2051/Authorizing the Mayor
42 to Sign the First Amendment to the Interlocal Agreement for Regional Emergency
43 Management with the City of Kenmore and King County Fire District No. 16. **Cmbr.**
44 **Muilenburg seconded.**

1
 2 **Cmbr. Muilenburg moved** to waive the three-touch rule regarding Resolution 25-2051.
 3 **Deputy Mayor Furutani seconded. The motion to waive the three-touch rule carried**
 4 **unanimously.**

5
 6 **The motion to approve Resolution 25-2051 carried unanimously.**

7
 8 **Resolution 25-2052/According the 2026 City Council Meeting Calendar**

9
 10 Clerk McLean gave a brief presentation and responded to questions. Council agreed to hold
 11 Committee of the Whole meetings on Monday, January 12, 2026 and Thursday, May 28, 2026.

12
 13 **Deputy Mayor Furutani moved** to approve Resolution 25-2052/According the 2026 City
 14 Council Meeting Calendar. **Cmbr. Saunders seconded. The motion carried unanimously.**

15
 16 Vice Chair Goldman left the meeting at 9:19 p.m.

17
 18 There was Council consensus to hold a Council Retreat Saturday, February 21, 2026.

19
 20 **OTHER BUSINESS**

21
 22 **Deputy Mayor Furutani moved** to cancel the remaining City Council meetings for 2025.
 23 **Cmbr. Saunders seconded. The motion carried unanimously.**

24
 25 **Cmbr. Lebo moved** to direct the Administration to prepare and publish a comprehensive
 26 biennium-end financial report following the close of each biennium, beginning with the
 27 current 2025-2026 cycle; this report should be published in April of odd-numbered years
 28 and include: actual revenues and expenditures for all major funds; a true-up of fund
 29 balances; variances between budgeted and actual amounts; and any explanatory notes
 30 necessary to support transparency. **Cmbr. Goode seconded. The motion failed with**
Cmbr. Lebo voting aye; Cmbrs. Furutani, Goode, Muilenburg, and Saunders voting nay.

31
 32 **Cmbr. Lebo moved** to direct the Administration to include project-level line items for
 33 Capital Improvement Plan projects in future biennial budgets and mid-biennium budget
 34 amendments. **Cmbr. Goode seconded. The motion failed with Cmbr. Lebo voting aye;**
Cmbrs. Furutani, Goode, Muilenburg, and Saunders voting nay.

35
 36 **COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS**

37
 38 Councilmembers reported on meetings they had attended.

39
 40 Mayor French gave a brief report.

41
 42 Administrator Hill gave a brief report.

1 **ADJOURNMENT**

2
3 There being no further business, Mayor French adjourned the meeting at 9:46 p.m.
4
5
6
7

8

Tom French, Mayor
9

10
11

Matt McLean, City Clerk
12
13

DRAFT

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
January 8, 2026**

It is noted that this meeting was held in person in the Emergency Operations Center and remotely via Zoom.

Councilmembers present: Tracy Furutani, Larry Goldman, Paula Goode, Matt Muilenburg, Semra Riddle, Josh Rosenau, Ellyn Saunders

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator (via Zoom); Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Mark Hofman, Community Development Director; Cory Mattson, Community Programs Planner; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Mayor French called the January 8, 2026, City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Deputy Mayor Furutani moved to adopt the agenda as presented. **Cmbr. Goode** seconded. **The motion to adopt the agenda as presented carried unanimously.**

COUNCIL DISCUSSION TOPICS

Election of Deputy Mayor, Vice Chair, and Council appointments on various boards and committees

Chair, Furukawa opened and facilitated a discussion on Council elections and appointments.

Cmbr. Saunders arrived at 6:34 p.m.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 6:50 p.m.

Tom French, Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
January 8, 2026**

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg, Semra Riddle, Josh Rosenau, Ellyn Saunders

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Mark Hofman, Community Development Director; Chris Korwel, Stormwater Coordinator; Cory Mattson, Community Programs Planner; Matt McLean, City Clerk

Others present: 8 visitors

CALL TO ORDER

Mayor French called the regular City Council meeting of January 8, 2026, to order at 7:00 p.m.

FLAG SALUTE

Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Riddle moved to approve the agenda. Cmbr. Goode seconded. The motion to approve the agenda as presented carried unanimously.

COUNCIL ORGANIZATION MEETING

Adopt City Council Governance Manual

Cmbr. Furutani moved to adopt the City Council Governance Manual. Cmbr. Riddle seconded. The motion carried unanimously.

Election of Deputy Mayor and Vice Chair

Mayor French called for nominations for the Deputy Mayor position.

44 Cmbr. Riddle nominated Cmbr. Furutani for the position of Deputy Mayor. Cmbr. Saunders
45 seconded. Cmbr. Furutani was elected Deputy Mayor unanimously.

1 Mayor French turned the meeting over to Deputy Mayor Furutani.
2

3 Deputy Mayor Furutani called for nominations for Council Vice Chair.
4

5 Cmbr. Riddle nominated Cmbr. Goldman for the position of Council Vice Chair. Cmbr. Saunders
6 seconded. Cmbr. Goldman was elected Council Vice Chair unanimously.
7

8 **Appointment of Committee Chairs**

9

10 Deputy Mayor Furutani called for nominations for Chair of the Budget and Finance Committee.
11

12 Vice Chair Goldman nominated Cmbr. Riddle for the position of Chair of the Budget and Finance
13 Committee. Cmbr. Goode seconded. Cmbr. Riddle was appointed Chair of the Budget and
14 Finance Committee unanimously.
15

16 Deputy Mayor Furutani called for nominations for Vice Chair of the Budget and Finance
17 Committee.
18

19 Cmbr. Riddle nominated Cmbr. Goode for the position of Vice Chair of the Budget and Finance
20 Committee. Cmbr. Saunders seconded. Cmbr. Good was appointed Vice Chair of the Budget and
21 Finance Committee unanimously.
22

23 Deputy Mayor Furutani proposed Cmbr. Muilenburg to be a member of the Budget and Finance
24 Committee. There being no other interested parties, Cmbr. Muilenburg was appointed as a
25 member of the Budget and Finance Committee.
26

27 **Council Appointments on Various Boards and Committees**

28

29 Vice Chair Goldman was appointed as Council Liaison to the Tree Board.
30

31 Liaison appointments to the Planning Commission and Parks and Recreation Advisory Board are
32 tabled until the next meeting.
33

34 Discussion was held on council appointments to various regional boards and committees and
35 the following appointments were made:
36

37 **SCA Public Issues Committee (PIC)**

38 Councilmember Furutani, Member; Councilmember Goldman, Alternate
39

40 **SeaShore Transportation Forum**

41 Mayor French, Member; Councilmember Goldman, co-chair in 2025; Councilmember Rosenau,
42 alternate
43

44

1 **Lake Ballinger/McAleer Creek Watershed Forum**
 2 Councilmember Goode, Member
 3

4 **Water Resource Inventory Area 8 Salmon Recovery Council (WRIA 8)**
 5 Councilmember Muilenburg, Member; Councilmember Goode, Alternate
 6

7 **North King County Coalition on Homelessness**
 8 Councilmember Riddle, Member
 9

10 **K4C Outreach Committee**
 11 Councilmember Furutani, Member; Councilmember Goldman, Member
 12

13 **Regional Crisis Response Agency (RCR)**
 14 Councilmember Saunders, Member; Councilmember Rosenau, Alternate
 15

16 **Evergreen Communities Steering Committee**
 17 Councilmember Riddle, Member
 18

19 Mayor French closed the Council organizational meeting
 20

21 **PUBLIC COMMENT**
 22

23 Mayor French invited comments from the public.
 24

25 Minda Martin provided comments on public safety.
 26

27 With no one else in the audience wishing to speak, Mayor French closed the public comment period.
 28

29 **PROCLAMATIONS**
 30

31 **Recognizing January 19, 2026 as Martin Luther King Jr. Day**
 32

33 Mayor French read the proclamation.
 34

35 **CONSENT CALENDAR**
 36

37 **Deputy Mayor Furutani moved** to approve the Consent Calendar. **Cmbr. Goode seconded. The motion to approve the Consent Calendar carried unanimously.**
 38

39 A. December 11, 2025 City Council Work Session Minutes
 40 B. An Accounts Payable dated 12/24/2025 Claim Fund Check Nos. 88595 through 88650 in
 41 the amount of \$160,350.19, a 12/8/2025 Payroll Fund ACH transaction in the amount of
 42 \$204,817.63, and a 12/8/2025 Direct Deposit transaction in the amount of \$230,087.16.
 43

1 Additional approved ACH transactions: Elavon, \$1,000.57; Invoice Cloud, \$1,305.75; Wex
 2 Bank – Chevron, \$398.12. Total approved claim fund transactions: \$597,959.42.

3 C. A Pre-paid Accounts Payable dated 12/31/2025 Claim Fund Check Nos. 88658 through
 4 88701 in the amount of \$228,445.39, an Accounts Payable dated 1/8/2026 Claim Fund
 5 Check Nos. 88651 through 88657 in the amount of \$719,248.70, a 12/23/2025 Payroll
 6 Fund ACH transaction in the amount of \$189,416.37, and a 12/23/2025 Direct Deposit
 7 transaction in the amount of \$217,822.09. Additional approved ACH transactions: State
 8 of Washington, \$16,852.31. Total approved claim fund transactions: \$1,371,784.86.

9 D. Resolution 26-2053/Authorizing the Mayor to Sign the Interlocal Agreement with the
 10 Lake Forest Park Water District for Construction of Water System Improvements in
 11 Conjunction with the SR 104/40th Place NE Roundabout Project

12 E. Resolution 26-2055/Authorizing the Mayor to Sign the 2026 Economic Development
 13 Partnership Agreement with the Port of Seattle

14 F. Resolution 26-2057/Authorizing the Mayor to Sign the Interlocal Agreement Between
 15 the City of Shoreline and City of Lake Forest Park Regarding Early Registration and
 16 Resident Rate for City of Shoreline Recreation Programs

18 **FINAL CONFIRMATION**

20 **Appointing Ross Baarslag-Benson to the Lake Forest Park Tree Board Position No. 1**

22 Council interviewed Tree Board candidate Ross Baarslag-Benson.

24 *Deputy Mayor Furutani moved* to appoint Ross Baarslag-Benson to Tree Board Position
 25 No. 1. *Cmbr. Rosenau seconded. The motion carried unanimously.*

27 **Appointing Minda Martin to the Lake Forest Park Tree Board, Alternate**

29 Council interviewed Tree Board candidate Minda Martin.

31 *Vice Chair Goldman moved* to amend the appointment of Minda Martin to the Tree
 32 Board as a full member. *Cmbr. Muilenburg seconded. The motion carried unanimously.*

34 *Vice Chair Goldman moved* to appoint Minda Martin to the Tree Board. *Cmbr.*
 35 *Muilenburg seconded. The motion carried unanimously.*

37 **ORDINANCES AND RESOLUTIONS FOR INTRODUCTION/REFERRAL**

39 **Resolution 26-2054/Authorizing the Mayor to Sign the Washington State Department of 40 Ecology 2025-2027 Water Quality Stormwater Capacity Agreement**

42 Stormwater Coordinator Chris Korwel gave a brief presentation and responded to Council
 43 questions.

1 **Deputy Mayor Furutani moved** to waive the three-touch rule regarding Resolution 26-
2 2054/Authorizing the Mayor to Sign the Washington State Department of Ecology 2025-
3 2027 Water Quality Stormwater Capacity Agreement and place the item on the Consent
4 Calendar for the January 22, 2026 Regular Council Meeting. **Cmbr. Goode seconded. The**
5 **motion carried unanimously.**

6

7 ORDINANCES AND RESOLUTIONS FOR ACTION

8

9 **Resolution 26-2056/Authorizing the Mayor to Sign Amendments 2 & 3 to the Interlocal**
10 **Cooperation Agreement between King County and the City of Lake Forest Park for**
11 **Conservation Futures-Funded Open Space Acquisition Projects**

12 Administrator Hill gave a brief presentation and responded to Council questions.

13 **Deputy Mayor Furutani moved** to waive the three-touch rule regarding Resolution 26-
14 2056/Authorizing the Mayor to Sign Amendments 2 & 3 to the Interlocal Cooperation
15 Agreement between King County and the City of Lake Forest Park for Conservation
16 Futures-Funded Open Space Acquisition Projects and place the item on the Consent
17 Calendar for the January 22, 2026 Regular Council Meeting. **Cmbr. Riddle seconded. The**
18 **motion carried unanimously.**

19

20 **Resolution 26-2058/Authorizing the Mayor to Execute the Parks Property Tax Levy**
21 **Agreement with King County to Support Parks Development, Maintenance, and Programs**
22 **within the City of Lake Forest Park**

23 Community Programs Planner Cory Mattson gave a brief presentation and responded to
24 Council questions.

25 **Deputy Mayor Furutani moved** to waive the three-touch rule regarding Resolution 26-
26 2058/Authorizing the Mayor to Execute the Parks Property Tax Levy Agreement with
27 King County to Support Parks Development, Maintenance, and Programs within the City
28 of Lake Forest Park and place the item on the Consent Calendar for the January 22, 2026
29 Regular Council Meeting. **Cmbr. Goode seconded. The motion carried unanimously.**

30

31 COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS

32

33 Councilmembers reported on meetings they had attended.

34 Mayor French gave a brief report.

35 Administrator Hill gave a brief report.

1 **ADJOURNMENT**

2
3 There being no further business, Mayor French adjourned the meeting at 7:58 p.m.
4
5
6
7

8

Tom French, Mayor
9

10
11

Matt McLean, City Clerk
12
13

DRAFT

CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL JOINT MEETING WITH THE PLANNING
COMMISSION MEETING MINUTES
January 13, 2026

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg (via Zoom), Semra Riddle, Ellyn Saunders

Commissioners present: Sam Castic, chair; Janne Kaje, Vice Chair; John Drew, Cherie Finazzo, David Kleweno, Maddy Larson (viz Zoom)

Commissioners absent: Meredith LaBonte

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Mark Hofman, Community Development Director; Jessica Halterman, Deputy City Clerk

Others present: 4 visitors

CALL TO ORDER

Mayor French called the January 13, 2026, City Council special joint meeting with the Planning Commission to order at 7:00 p.m.

ADOPTION OF THE AGENDA

Deputy Mayor Furutani moved to adopt the agenda. **Cmbr. Goode seconded.** The motion to approve the agenda as presented carried unanimously.

ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION

Joint Discussion Regarding the Planning Commission Work Plan

Deputy Mayor Furutani opened a joint discussion regarding the Planning Commission Work Plan for 2026.

Chair Castic gave an update on the Planning Commission.

Commissioner Larson arrived at 7:18 p.m. via Zoom.

Each Councilmember shared the top items they would like the Planning Commission to focus on.

1 **ADJOURNMENT**

2

3 There being no further business, the meeting adjourned at 8:00 p.m.

4

5

6

7

8 Tom French, Mayor

9

10

11

12

13 Jessica Halterman, Deputy City Clerk

DRAFT

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
01/22/26

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, a Payroll Check Dated 1/09/2026 CLAIM FUND Check No. 88702 in the amount of \$734.16, a Pre-paid Accounts Payable Dated 1/13/2026 CLAIM FUND Check No. 88703 in the amount of \$17,377.36, a Pre-paid Accounts Payable Dated 12/30/2025 CLAIM FUND Check Nos. 88725 through 88777 in the amount of \$311,865.69, an Accounts Payable Dated 1/22/2026 CLAIM FUND Check Nos. 88704 through 88724 in the amount of \$294,455.18, and a 1/8/2026 DIRECT DEPOSIT transaction in the amount of \$240,796.65, are approved for payment this 22nd day of January 2026.

Additional approved transactions are:

ACH transaction Elavon in the amount of \$1,040.22
ACH transaction Invoice Cloud in the amount of \$1,568.70
ACH transaction Wex Bank-Chevron in the amount \$153.23

Total approved claim fund transactions: \$867,991.19

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Detail

User: tbaker@cityoflfp.gov
 Printed: 01/16/2026 - 12:46PM



Check Number	Check Date	Amount
MUILENBM - Muilenburg, Matthew		
88702	01/09/2026	
Inv 01092026		734.16
88702 Total:		734.16
MUILENBM - Muilenburg, Matthew Total:		734.16
Total:		734.16

Accounts Payable

Check Register Totals Only

User: sschindele
 Printed: 1/14/2026 - 11:38 AM
 Batch: 00013.01.2026 - AP 01.13.26



Check	Date	Vendor No	Vendor Name	Amount	Voucher
88703	01/13/2026	MAIROS	Mairos Inc	17,377.36	88,703
Check Total:					17,377.36

Accounts Payable

Check Register Totals Only

User: sschindele
 Printed: 1/16/2026 - 9:46 AM
 Batch: 00031.12.2025 - AP 12/30/25



Check	Date	Vendor No	Vendor Name	Amount	Voucher
88725	12/30/2025	AEDBRAND	AED Brands LLC	7,445.25	88,725
88726	12/30/2025	AMERTRAF	American Traffic Solutions Inc.	77,159.00	88,726
88727	12/30/2025	ARIASA	Adrian Arias	280.00	88,727
88728	12/30/2025	ASPECT	Aspect Consulting, LLC	7,074.26	88,728
88729	12/30/2025	BASLER	Anthony Carl Basler	367.50	88,729
88730	12/30/2025	CASCONGR	Cascadia Consulting Group, Inc.	4,452.25	88,730
88731	12/30/2025	CENTERFO	Center for Human Services	6,750.00	88,731
88732	12/30/2025	CENTURY2	Century Link	113.07	88,732
88733	12/30/2025	LYNNWOOD	City of Lynnwood	22,396.00	88,733
88734	12/30/2025	SHORECIT	City of Shoreline	6,838.25	88,734
88735	12/30/2025	CONSOR	Consort North America, Inc.	16,976.25	88,735
88736	12/30/2025	FRIENDSO	Friends of Third Place Commons	10,868.00	88,736
88737	12/30/2025	GALLS	Galls, LLC	165.17	88,737
88738	12/30/2025	GEOSYNTC	Geosyntec Consultants, Inc	8,994.00	88,738
88739	12/30/2025	GORDONTH	Gordon Thomas Honeywell Gov't. Aff	3,245.00	88,739
88740	12/30/2025	GRAY&OS	Gray & Osborne, Inc.	7,061.52	88,740
88741	12/30/2025	HOM	Michael Ho	140.00	88,741
88742	12/30/2025	HOMEDEPO	Department 32 - 2501271310 Home D	543.59	88,742
88743	12/30/2025	HOPESTRC	Hopestream Community	2,500.00	88,743
88744	12/30/2025	HUFFMANJ	Jack Huffman	495.00	88,744
88745	12/30/2025	CONFIDAT	James Santerelli Enterprises	80.00	88,745
88746	12/30/2025	PACWESTM	Joshua Green Corp.	303.12	88,746
88747	12/30/2025	KCADMIN	King County Finance	94.30	88,747
88748	12/30/2025	KCJAILWK	King County Finance	4,465.13	88,748
88749	12/30/2025	KCNETWRK	King County Finance	824.00	88,749
88750	12/30/2025	KCPET	King County Pet License	120.00	88,750
88751	12/30/2025	KONGV	Virak Kong	35.00	88,751
88752	12/30/2025	LFPWATER	Lake Forest Park Water Dist	1,650.20	88,752
88753	12/30/2025	LOOMIS	Loomis	422.63	88,753
88754	12/30/2025	MadroLaw	Madrona Law Group, PLLC	10,433.00	88,754
88755	12/30/2025	MOBILEE	Mobile Electrical Dist.	289.54	88,755
88756	12/30/2025	MOHAMEDI	Ismael Mohamed	126.00	88,756
88757	12/30/2025	MOORES	Shannon Moore	75.94	88,757
88758	12/30/2025	NAVIA-1	Navia Benefit Solutions	300.00	88,758
88759	12/30/2025	NOLANGUA	NP Language Services	140.00	88,759
88760	12/30/2025	PRIDEELLE	OEG, Inc dba Pride Electric	9,885.09	88,760
88761	12/30/2025	OFFICEDE	Office Depot, Inc.	152.44	88,761
88762	12/30/2025	OREILLY	O'Reilly Automotive Stores, Inc.	7.16	88,762
88763	12/30/2025	PATSTREE	Pat's Trees & Landscape Inc.	1,983.60	88,763
88764	12/30/2025	REDCARP	Red Carpet Building Maint. Inc.	3,206.15	88,764
88765	12/30/2025	ROBHALF	Robert Half International, Inc.	812.84	88,765
88766	12/30/2025	RWLOCKWO	RW Lockwood Construction Inc	13,901.72	88,766
88767	12/30/2025	SAFEBUIW	SAFEbuilt Washington, LLC	10,475.38	88,767
88768	12/30/2025	SECURECO	Secure Court Solutions LLC	1,781.55	88,768
88769	12/30/2025	SHOREHIS	Shoreline Historical Museum	2,400.00	88,769
88770	12/30/2025	SHORESEN	Shoreline Senior Center	8,750.00	88,770
88771	12/30/2025	SNOCOMED	Snohomish County Sheriff's Office	879.58	88,771
88772	12/30/2025	STAPLES	Staples Advantage	851.10	88,772
88773	12/30/2025	STATEAUD	State Auditor's Office	19,179.40	88,773
88774	12/30/2025	SEATIMEA	The Seattle Times	1,857.90	88,774

Check	Date	Vendor No	Vendor Name	Amount	Voucher
88775	12/30/2025	TRANSPO	Transpo Group USA Inc	3,394.94	88,775
88776	12/30/2025	UOFPWD	University of Washington Police Dept	29,071.22	88,776
88777	12/30/2025	UTILUND	Utilities Underground Location Ctr.	52.65	88,777
Check Total:				311,865.69	

Accounts Payable

Check Register Totals Only

User: sschindele
 Printed: 1/15/2026 - 12:25 PM
 Batch: 00022.01.2026 - AP 01.22.26



Check	Date	Vendor No	Vendor Name	Amount	Voucher
88704	01/22/2026	AWCMEM	Association of Washington Cities	17,998.00	88,704
88705	01/22/2026	LFPPD	City of Lake Forest Park	400.00	88,705
88706	01/22/2026	CONFIDAT	James Santerelli Enterprises	80.00	88,706
88707	01/22/2026	KCSEWER	King County Finance & Business	255,903.44	88,707
88708	01/22/2026	KCPOLICE	King County Police Chiefs Association	75.00	88,708
88709	01/22/2026	KCRECORD	King County Recorders Office	1,218.00	88,709
88710	01/22/2026	NATASS	National Assoc. for Court Mgmt.	150.00	88,710
88711	01/22/2026	OFFICEDE	Office Depot, Inc.	95.83	88,711
88712	01/22/2026	PACOFFA	Pacific Office Automation	540.72	88,712
88713	01/22/2026	PITNEYSU	Pitney Bowes Inc.	585.24	88,713
88714	01/22/2026	PSERN	Puget Sound Emergency Radio Network	7,224.84	88,714
88715	01/22/2026	ROBHALF	Robert Half International, Inc.	1,178.60	88,715
88716	01/22/2026	ROTARYC	Rotary Club of Lake Forest Park	210.00	88,716
88717	01/22/2026	STAPLES	Staples Advantage	110.39	88,717
88718	01/22/2026	THOMSONR	Thomson Reuters - West	772.12	88,718
88719	01/22/2026	VINNEDGS	Sydney Vinnedge	35.00	88,719
88720	01/22/2026	DMCJA	WA District & Muni Court Judge Association	660.00	88,720
88721	01/22/2026	LEIRA	Washington Law Enforcement and Re	100.00	88,721
88722	01/22/2026	DEPTLICC	Washington State Department of Licer	405.00	88,722
88723	01/22/2026	WSPBCK	Washington State Patrol	213.00	88,723
88724	01/22/2026	YAKTECH	Yakima County Technology Services	6,500.00	88,724

Check Total: 294,455.18

Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 01/16/2026 - 12:31PM
 Bank Accounts: PPOperat
 System:

Cleared and Not Cleared Checks

Check Date: From 01/08/2026 To 01/08/2026

Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	1/8/2026		DD 00508.01.2026	PR		240,796.65
					Total Check Count:	1
					Total Check Amount:	240,796.65

Clearing House

Electronic AP Proof List



User: sschindelle
Printed: 01/15/2026 - 12:29PM
Sort By: Vendor Name
Batch: 00001.01.2026

Source	Vendor	Name	Transfer/Route	Check Digit	Account Number	Amount
AP5 022-01-2026	ELAVON	Elavon,	/	/		1,040.22
AP5 022-01-2026	INV CLOUD	Invoice Cloud,	/	/		1,568.70
AP5 022-01-2026	WEXBANK	Wex Bank - Chevron,	/	/		153.23
Records Printed:	3					2,762.15

Section 9, ItemE.



CITY OF LAKE FOREST PARK
CITY COUNCIL
AGENDA COVER SHEET

Meeting Date January 22, 2026

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Resolution 26-2060/Authorizing the Purchase of NEMCo Emergency Management Response Vehicle.

Legislative History

• January 22, 2026 City Council Regular Meeting

Attachments:

1. Resolution 26-2060/Authorizing Purchase of NEMCo Emergency Management Response Vehicle

Executive Summary

Adopt a resolution authorizing the purchase of one Emergency Management response vehicle for Northshore Emergency Management (NEMCo) in an amount not to exceed \$55,500, funded entirely with NEMCo funds.

Background

The City of Lake Forest Park serves as the Lead Agency and fiduciary for the Northshore Emergency Management Coalition (NEMCo). Since 2017, NEMCo has utilized a city owned vehicle for emergency management operations.

In late December 2025, the vehicle assigned to NEMCo suffered a catastrophic engine failure and was determined to be beyond economical repair, requiring the vehicle to be surplus. To maintain continuity of emergency management operations, a Lake Forest Park Police Department patrol vehicle that was scheduled for surplus due to age/use and has been temporarily reassigned to NEMCo.

This temporary reassignment was intended to bridge operations until the NEMCo Board could consider and approve the purchase of a dedicated Emergency Management response vehicle.

On December 17, 2025, the NEMCo Board approved the purchase of one Emergency Manager response vehicle with a budget not to exceed \$55,500.

The Emergency Manager relies on a response vehicle for daily operations, including inter-agency meetings, trainings, planning activities, and most critically, events and emergency response within the cities of Lake Forest Park and Kenmore.

The proposed purchase aligns with the NEMCo-adopted budget and does not impact the City's General Fund. While the City of Lake Forest Park will purchase the vehicle, all costs will be paid using NEMCo funds, consistent with the City's role as fiduciary.

Per Resolution 1399, contracting authority delegated to staff is subject to spending limits. Because the purchase price exceeds those limits, City Council approval is required.

Additionally, the NEMCo Interlocal Agreement provides that if the coalition dissolves, any surplus resulting from reconciliation for calendar years 2025 and 2026 will be distributed proportionally among member jurisdictions based on their cost-share percentages.

Funding Source:

Total Cost: Not to exceed \$55,500

Funding Source: NEMCo funds

City General Fund Impact: None

Staff Recommendation:

Staff recommends approval of the purchase of NEMCo Emergency Management Response Vehicle.

RESOLUTION NO. 26-2060

A RESOLUTION AUTHORIZING THE PURCHASE OF AN EMERGENCY MANAGEMENT RESPONSE VEHICLE FOR NORTHSHERE EMERGENCY MANAGEMENT (NEMCo)

WHEREAS, the City of Lake Forest Park serves as the Lead Agency and fiduciary for the Northshore Emergency Management Coalition (NEMCo); and

WHEREAS, since 2017, NEMCo has utilized a City of Lake Forest Park–owned vehicle for emergency management operations; and

WHEREAS, in December 2025, the Lake Forest Park–owned vehicle assigned to NEMCo experienced a catastrophic engine failure, rendering it inoperable and requiring the vehicle to be surplused; and

WHEREAS, at that time, the Lake Forest Park Police Department had a patrol vehicle scheduled for surplus due to age and use, and instead of surplusing that vehicle, the City temporarily reassigned it to NEMCo to ensure continuity of emergency management operations; and

WHEREAS, the reassignment of the police vehicle was intended as a temporary measure pending NEMCo Board approval for the purchase of a dedicated emergency management response vehicle; and

WHEREAS, on December 17, 2025, the NEMCo Board formally approved the purchase of one Emergency Manager response vehicle with a not-to-exceed budget of \$55,500; and

WHEREAS, the Emergency Manager uses the response vehicle for meetings, trainings, inter-agency coordination, and most critically for emergency response activities within the cities of Lake Forest Park and Kenmore; and

WHEREAS, Resolution No. 1399 delegates contracting authority to staff subject to established limits, and purchases exceeding those limits require City Council approval; and

WHEREAS, the purchase price of the Emergency Management response vehicle exceeds the authority delegated to staff and therefore requires City Council approval; and

WHEREAS, the purchase is consistent with the NEMCo-adopted budget and will be fully funded with NEMCo funds, with the City of Lake Forest Park acting solely as the purchasing and fiduciary agent; and

WHEREAS, pursuant to the NEMCo Interlocal Agreement (ILA), in the event of dissolution of the coalition, any surplus resulting from reconciliation for calendar years 2025 and 2026 shall be shared proportionally by the member jurisdictions based on their respective cost-share percentages.

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

Section 1. AUTHORIZATION. The City Council authorizes the purchase of one Emergency Management response vehicle on behalf of Northshore Emergency Management (NEMCo) in an amount not to exceed \$55,500. The purchase shall be funded entirely with NEMCo funds, with the City of Lake Forest Park acting as Lead Agency and fiduciary. The City Administrator or designee is authorized to execute all documents and take all necessary actions to complete the purchase in accordance with applicable laws, policies, and the NEMCo Interlocal Agreement.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 22nd day of January 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2060



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date January 22, 2026

Originating Department Community Development

Contact Person Chris Korwel, Stormwater Program Coordinator

Title Resolution 26-2054/Authorizing the Mayor to Sign the Washington State Department of Ecology 2025-2027 Water Quality Stormwater Capacity Agreement

Legislative History

- First Presentation – City Council Regular Meeting 01/08/2026
- Second Presentation – City Council Regular Meeting 01/22/2026

Attachments:

1. Resolution 26-2054/Authorizing the Mayor to Sign the Washington State Department of Ecology 2025-2027 Water Quality Stormwater Capacity Agreement
2. Agreement No. WQSWCAP-2527-LaFoED-00182 Water Quality Stormwater Capacity Agreement Between the State of Washington Department of Ecology and City of Lake Forest Park

Executive Summary

The City of Lake Forest Park (City) has been awarded a \$120,000 Water Quality Stormwater Capacity Grant (Grant) by the Washington State Department of Ecology (Ecology) for the 2025-2027 biennial cycle. The Grant supports projects and programs to remain in compliance with federally and state mandated National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) regulations. The City operates a small Municipal Separate Storm Sewer System (MS4) and must comply with Permit terms. The Grant will allow the City to continue to fund necessary projects and programs that keep the City in Permit compliance.

Background

The City has received this biennial grant every cycle since 2010. The most recent Water Quality Stormwater Capacity Grant award was \$130,000. The current Grant award is \$120,000. This award is

retroactive for use in the 2025-2027 cycle. The Community Development Department has reserved approximately \$5,000 of this Grant to support Permit administration. The remaining \$115,000 of the Grant has yet to be allocated to specific Permit-driven work, and will be used for program support, stormwater system maintenance, and public education and outreach efforts, as needed. For example, the perennial task of inspecting the City's MS4 cost nearly \$50,000 in 2025.

Fiscal & Policy Implications

The Grant is a pass-through grant and does not require a local matching contribution. Permit-driven expenditures that go above the allocated funding or are not eligible for this Grant and will continue to be supported by the Surface Water Management Fund budget.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	The City will utilize the Grant to support new and/or existing Permit compliance, projects, and programs.
<ul style="list-style-type: none"> • Do not approve 	The City would need to secure additional funding to support ongoing Permit-driven expenses and would forego the opportunity to defray existing Permit-driven costs using the Grant or support new, unfunded Permit-driven work.

Staff Recommendation

The City Council waived the three-touch rule on January 8, 2026. Staff recommends approval of Resolution 26-2054.

RESOLUTION NO. 26-2054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY 2025-2027 WATER QUALITY STORMWATER CAPACITY AGREEMENT

WHEREAS, the City of Lake Forest Park (City) is required to comply with federally and state mandated National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) regulations; and;

WHEREAS, the City is responsible for improving stormwater quality in Lake Forest Park; and

WHEREAS, improving stormwater quality will ensure lasting health benefits to the community and natural environment; and

WHEREAS, Washington State Department of Ecology (Ecology) has allocated grant funds to support the City in implementing activities, projects, and programs that improve stormwater quality and keep us in compliance with Permit regulations; and

WHEREAS, by accepting Ecology's grant funds the City will be able to defray the cost of existing Permit-driven projects, programs, and other expenses or support potential new work to enhance stormwater quality and ensure compliance with Permit regulations; and

WHEREAS, the City of Lake Forest Park has negotiated a contract with Washington State Department of Ecology for the 2025-2027 Water Quality Stormwater Capacity Agreement; and

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

Section 1. AUTHORIZE. The Lake Forest Park City Council hereby authorizes the Mayor to execute the Washington State Department of Ecology 2025-2027 Water Quality Stormwater Capacity Agreement in substantially the same form as Exhibit A attached hereto.

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 _____ day of _____ 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2054



Agreement No. WQSWCAP-2527-LaFoED-00182

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LAKE FOREST PARK

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Lake Forest Park, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Lake Forest Park

Federal Tax ID: 91-6019059

UEI Number: XLQLKJL8H7H6

Mailing Address: 17425 Ballinger Way NE
Lake Forest Park, WA 98155

Physical Address: 17425 Ballinger Way NE
Lake Forest Park, Washington 98155

Organization Email: ckorwel@cityoflfp.gov

Contacts

Project Manager	Christopher Korwel Stormwater Program Coordinator 17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: ckorwel@cityoflfp.gov Phone: (206) 957-2836
Billing Contact	Christopher Korwel Stormwater Program Coordinator 17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: ckorwel@cityoflfp.gov Phone: (206) 957-2836
Authorized Signatory	Thomas Wendell French Mayor 17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: tfrench@cityoflfp.gov Phone: (206) 957-2836

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Lake Forest Park

By:

Jon Kenning, PhD

Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

By:

Thomas Wendell French

Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$115,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET**Funding Distribution EG260240**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2025-2027 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 03/31/2027

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2025-2027 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00
	Total: \$ 120,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date January 22, 2026

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 26-2056/Authorizing the Mayor to Sign Amendments 2 & 3 to the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects

Legislative History

- First Presentation – January 8, 2026, Regular City Council Meeting
- Second Presentation – January 22, 2026, Regular City Council Meeting

Attachments:

1. Resolution 26-2056/Authorizing the Mayor to Sign Amendments 2 & 3 to the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects
2. Amendment 2 to the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects
3. Amendment 3 to the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects
4. Resolution #1802/Approving the Original Interlocal Cooperation Agreement
5. Rose Property Purchase & Sale Agreement

Executive Summary

Following the City's acquisition of property for the expansion of the Five Acre Woods park, the administration applied to the King County Conservation Futures grant program to reimburse the City for 75% of the purchase price of \$1,600,000. The City was subsequently awarded \$1,284,551 to reimburse the acquisition, and \$150,000 for future site stabilization costs. The total being reimbursed is slightly

above 75% because of qualifying staff and appraisal costs. The funds for acquisition will be accounted for in the Capital Improvement fund, which supported the purchase.

Before Council are two amendments to the current Interlocal Cooperation Agreement with King County for Conservation Futures (ILA) allocations. Amendment 2 changes terms in the ILA. It allows proceeds to be used for site stabilization activities as well as acquisition costs, provides for King County Code exceptions to the required appraisal review, requires a 25% matching contribution from the City, and, in the event the status of the property changes, allows a combination of land and cash to reimburse the County. Amendment 3 allocates the \$1,434,551 to the City.

Background

In September 2023, the City was approached by a representative of Marilyn Rose to purchase the 2.33 acres of property she owned for the future expansion of the Five Acre Woods park. The administration was authorized to purchase the property pursuant to unanimous approval of Resolution 24-1962.

The property is primarily in an undeveloped state, with a home and some small patios being the only structures and impervious surfaces. The main drive and guest parking are unimproved. The property has been well maintained and boasts an impressive tree canopy.

Fiscal & Policy Implications

A total of \$1,284,551 will be accounted for in the Capital Improvement fund where it will be held for future park acquisitions, and/or improvements. The \$150,000 for site stabilization will be remitted to the City on a reimbursement basis.

Alternatives

Options	Results
<ul style="list-style-type: none"> Authorize the Mayor to execute amendments 2 & 3 to the Interlocal Cooperation Agreement with King County. 	<p>The City will receive \$1,284,551 in grant dollars to reimburse the maximum allowable amount for the purchase of the subject property and up to \$150,000 for site stabilization.</p>
<ul style="list-style-type: none"> Identify any additional information needed regarding this grant. 	<p>The administration will work with King County to provide council with additional information at a future date.</p>

Staff Recommendation

The City Council waived the three-touch rule on January 8, 2026. Staff recommends approval of Resolution 26-2056 authorizing the mayor to execute amendments 2 & 3 to the Conservation Futures Interlocal Cooperation Agreement between King County and the City of Lake Forest Park for open space acquisition projects.

RESOLUTION NO. 26-2056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENTS 2 & 3 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECTS

WHEREAS, promoting community vitality and a healthy environment are goals of the City Council; and

WHEREAS, in August 2024, the City purchased 2.33 acres of real property, tax parcel number 4022902380, (the “Property”) to preserve the area for the future expansion of Five Acre Woods park; and

WHEREAS, the Interlocal Cooperation Agreement Between King County and City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects (ILA) provides for reimbursement for open space purchases; and

WHEREAS, in February 2025, the City administration applied for grant funds to reimburse 75% of the \$1,600,000 purchase price for the Property and \$150,000 for future site stabilization costs; and

WHEREAS, the City was subsequently awarded \$1,284,551 to reimburse acquisition costs and \$150,000 for future site stabilization work; and

WHEREAS, Amendment 2 to the ILA allows proceeds to be used for site stabilization activities, provides for King County Code exceptions to the required appraisal review, requires 25% matching contribution from the City, and in the event the status of the property changes, allows a combination of land and cash to reimburse the County; and

WHEREAS, Amendment 3 to the ILA allocates \$1,434,551 to the City: \$1,284,551 to reimburse acquisition costs and \$150,000 for future site stabilization work.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign Amendments 2 and 3 to the Interlocal Cooperation Agreement between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects in substantially the same form as in Attachment 1 and Attachment 2, respectively.

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 _____ day of _____ 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: December 18, 2025
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2056

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK
FOR OPEN SPACE ACQUISITION PROJECTS**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for policy updates.

THIS AMENDMENT is entered into between the CITY OF LAKE FOREST PARK and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 27th day of April, 2021, as previously amended.

Section 5.2 is updated with the additional language as underlined below:

Section 5.2 – Use of Proceeds. Proceeds provided to the City pursuant to this agreement as well as moneys provided by the City as match pursuant to this agreement may be used only to pay capital costs related to property acquisition and initial site stabilization activities. Those costs include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C.

26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser unless otherwise provided in K.C.C. 26.12.010. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

The first sentence of Section 6.1 is deleted and replaced with the following:

Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution, which is no less than twenty-five percent of the total costs of the Project including the value of the matching contribution provided by the City.

The second paragraph of Section 6.4 is updated with the additional language as underlined below:

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use, or a combination of land and cash reimbursement is provided. The land shall be valued in its changed

status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 2.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF LAKE FOREST PARK

Girmay Zahilay
King County Executive
Acting under the authority of
Ordinance 19646

Date: _____

Thomas French
Mayor
Acting under the authority of
Resolution _____

Date: _____

Approved as to form:

Approved as to form:

Leesa Manion
King County Prosecuting Attorney

Kim Adams Pratt
City Attorney

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK
FOR OPEN SPACE ACQUISITION PROJECTS**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF LAKE FOREST PARK and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 27th day of April, 2021, as previously amended.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 3.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF LAKE FOREST PARK

Girmay Zahilay
King County Executive

Date: _____

Approved as to form:

Thomas French
Mayor

Date: _____

Approved as to form:

Leesa Manion
King County Prosecuting Attorney

Kim Adams Pratt
City Attorney

EXHIBIT 1**2026 CONSERVATION FUTURES LEVY PROCEEDS
CITY OF LAKE FOREST PARK ALLOCATION**

Jurisdiction	Project Name	Allocation
Lake Forest Park	Five Acre Woods Expansion - acquisition	\$1,284,551
Lake Forest Park	Five Acre Woods Expansion - SSC	\$150,000
	TOTAL	\$1,434,551

Project Descriptions:**Project #1150358: Lake Forest Park – Five Acre Woods Expansion - acquisition**

This project is receiving annual and SSC funding awards; this represents the annual funding. The City of Lake Forest Park is seeking funding to pay for the recent purchase of two parcels adjacent to Five Acre Woods Park. Based on current estimates, over 90 percent of the property consists of critical areas and their buffers. Match funding comes from city funds, as well as the donated value from the previous landowner. Project funding was authorized in King County Ordinance 20023.

Is this a Bond-financed Project? No

Project #1150424: Lake Forest Park – Five Acre Woods Expansion - SSC

This award goes to the same project as above, representing the SSC funding award into the project. Match comes from the same source as the project above. Project funding was authorized in King County Ordinance 20023.

Is this a Bond-financed Project? No

RESOLUTION NO. 1802

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECTS

WHEREAS, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council's Strategic Plan; and

WHEREAS, adding public water access for residents is a top priority of the City's Parks, Recreation, Open Space, & Trails Plan; and

WHEREAS, the City desires to acquire real property located at 17345 & 17347 Beach Dr. NE (KC Parcel No. 4030100040 and 4030100035) for use as a public park and open space with recreation elements and access to the water; and

WHEREAS, the City entered into an agreement with Forterra NW (a Washington nonprofit corporation) in January of 2020, to lease the property until December 2021, during which time the City will be securing the funding and approvals for the City to purchase the Property from Forterra; and

WHEREAS, in November 2020, the King County Council approved Conservation Futures funding for the City of Lake Forest Park's Lake Front Property Acquisition project. The Council approved \$950,000 of Conservation Futures annual funding for the project in Ordinance #19210; and

WHEREAS, a new Interlocal Cooperation Agreement approved by King County Council under Ordinance #18978 will allow release of the Conservation Futures Funding for the City of Lake Forest Park's Lake Front Property Acquisition; and

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

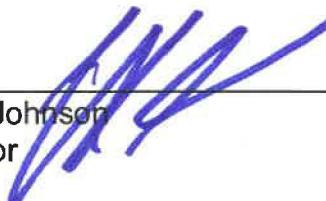
Section 1. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the Interlocal Cooperation Agreement with King County for Conservation Futures-Funded Open Space Acquisition Projects attached hereto.

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 25th day of March, 2021.

APPROVED:

Jeff Johnson
Mayor



ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: March 19, 2021
PASSED BY THE CITY COUNCIL: March 25, 2021
RESOLUTION NO.: 1802

EXHIBIT A to Resolution 1802

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK
FOR CONSERVATION FUTURES-FUNDED
OPEN SPACE ACQUISITION PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT is a grant agreement entered into between the CITY OF LAKE FOREST PARK (“City”) and KING COUNTY (“County”).

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of Conservation Futures tax levy proceeds and established conditions for use of the Fund, including conditions covering allowable costs and expenses.

On July 21, 2003, the King County Council passed Ordinance 14714, authorizing funding allocation procedures for King County Conservation Futures tax levy collections and amending Ordinance 8867, Section 2, as amended.

The Conservation Futures Advisory Committee has recommended an allocation of Conservation Futures proceeds to specific projects from the Conservation Futures Levy Fund following notification to the cities that proceeds were available, provision of an opportunity for the cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 14714.

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Starting in 1990 and through 2017, the King County Executive, as authorized by the King County Council, executed Interlocal Cooperation Agreements with the cities of Auburn, Bellevue, Black Diamond, Bothell, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie and Tukwila, and Vashon Park District. Many of these agreements were amended over time to add new projects.

The existing Interlocal Cooperation Agreements remain in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed. The agreements require the properties to be maintained as open space in perpetuity.

The King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

Pursuant to chapter 39.34 RCW, the parties agree to the following:

Article II. Definitions

1. Open Space

The term “open space” or “open space land” means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or

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water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term “Project” means the specific projects described in Exhibit A or added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement.

3. Conservation Futures

The term “Conservation Futures” means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain,

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improve restore, limit future use of, or otherwise conserve open space land, all in accordance with chapter 84.34 RCW and K.C.C. chapter 26.12.

Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Project and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The term of the agreement shall be indefinite, unless terminated pursuant to the conditions contained herein. The agreement will be terminated if the City is unable or unwilling: 1) to expend the proceeds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) upon reimbursement by the City to the County of all unexpended proceeds provided by the County pursuant to this agreement in the manner and amounts described below and payment of all amounts due pursuant to Section 8.1.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Proceeds available pursuant to this agreement may be used only for the Projects listed in Exhibit A, substituted Projects as may be approved by the County as set forth below, or Projects added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement. All County funded

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Projects must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12.

Section 5.2 -- Use of Proceeds. Proceeds provided to the City pursuant to this agreement as well as moneys provided by the City as match pursuant to this agreement may be used only to pay capital costs related to property acquisition. Those costs include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C. 26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Completion/Substitution/Deletion of Projects. The City shall complete the Project described in Section 5.1 of this Agreement within a two year period from the effective date of the County ordinance appropriating funding for the Project. If the City does not meet this two year requirement, unless the City demonstrates to the Advisory Committee a compelling reason for continuance of CFT funding for the Project beyond the two-year limit or a reprogramming request is timely approved as provided for below, the County shall be released from any obligation to fund the Project, and the

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County in its sole discretion may reallocate such proceeds for other projects in other jurisdictions. The City may submit specific requests for project reprogramming to the County for its approval within the two year period. All projects proposed for reprogramming must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12, be submitted for recommendation by the County's Advisory Committee or its successor, and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Natural Resources and Parks, Open Space Acquisitions Unit, or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property, all proceeds provided pursuant to this agreement plus accrued interest on such proceeds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution, which is no less than the amount of Conservation Futures Levy proceeds allocated to the Project. This contribution may be in the form of cash, land match with a valuation verified by an appraisal by an independent state-certified real estate appraiser with a current general real estate appraiser license, or the cash value, excluding King County conservation futures contributions, of other open

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spaces acquired within the previous two years from the date of submittal of the application by the City. The appraisal, to be reviewed, shall have been performed within two years of the application deadline set for the annual allocation of conservation futures tax levy proceeds under which the Property received funding. Properties considered as land match or cash value of other open space acquisitions should be directly linked to the property under application. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City's match will be transmitted in writing to the City by the County's Designated Representative.

Section 6.2 -- Reporting. All proceeds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City moneys, accounts and moneys. Until the property described in the Project is acquired and all proceeds provided pursuant to this agreement have been expended, the City shall provide the reports required by K.C.C. 26.12.035.

Section 6.3 -- Disposition of Remaining Proceeds. If the City does not expend all proceeds obligated to be provided through this agreement and no substitute project is requested or approved as to the excess proceeds, such proceeds, if held by the City, shall be refunded to the County. For purposes of this section, "proceeds" shall include all moneys obligated to be provided by the County plus interest accrued by the City on such moneys. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

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Section 6.4 -- Maintenance in Perpetuity. Except as provided in this Section 6.4, the City, and any successor in interest, agrees to maintain properties acquired with proceeds provided pursuant to this agreement as open space in perpetuity and, as required by the County, and shall include notice of this restriction in the real property records. Projects carried out by the City in whole or in part with funds provided for under the terms of this agreement shall not be transferred or conveyed except by agreement with an agency or nonprofit organization as defined in K.C.C. 26.12.003, which agreement shall provide that the land or interest in land shall be continued to be used for the purposes of K.C.C. chapter 26.12, and in strict conformance with the uses authorized under chapter 84.34 RCW.

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use. The land shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

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Section 6.5 – Tax Covenants. The City acknowledges that proceeds provided by the County for a Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code of 1986, as amended (the “Tax Code”), including any implementing regulations and any administrative or judicial interpretations. The City will comply with Tax Code requirements, including those set forth in Exhibit B attached hereto and incorporated herein, which are applicable to Bond-financed Projects identified in Exhibit A attached hereto and incorporated herein, as well as Bond-financed Projects identified in subsequent amendments to this agreement.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation Futures Tax Levy proceeds in the amounts and for the Projects identified in Exhibit A, as well as in those amounts and for those Projects identified in subsequent amendments to this agreement. The City may request additional proceeds; however, the County has no obligation to provide proceeds to the City in excess of the amount shown in Exhibit A. The County assumes no obligation for future support of the Project described herein except as expressly set forth in this agreement.

Article VIII. Other Provisions

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and

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save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of work, services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives arising out of the performance of the terms of this agreement.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents in the performance of its obligations under the terms of this agreement. For the purposes of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Title 51 RCW to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

D. To the extent permitted by law, and except to the extent caused by the negligence of the County, the City agrees, at its expense, to pay, and to indemnify and hold the County, its officers, employees or agents harmless of, from and against, any and

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all claims, damages, demands, losses, liens, liabilities, penalties, fines, taxes, lawsuits and other proceedings and costs and expenses (including attorneys' fees) of every conceivable kind, character or nature whatsoever, arising directly or indirectly from or out of, or in any way connected with any examination or audit by the Internal Revenue Service of any Bond issued to finance or refinance costs of any Bond-financed Project identified in Exhibit A as well as Bond-financed Projects identified in subsequent amendments to this agreement, or any determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on any such Bond is or should be subject to federal income taxation; provided, however, that the City shall not be liable for any payment made by the County with respect to any settlement of any such examination or audit, or of any other proceeding related thereto, entered into without the consent of the City.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse proceeds approved by the County Council must be by written instrument signed by the parties substantially in the form of Exhibit C. Other amendments also must be approved by the respective City and County Councils.

Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any

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subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the Project and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

Dow Constantine
King County Executive

Date: _____
Acting under the authority of
Ordinance 18978

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

CITY OF LAKE FOREST PARK

Jeff Johnson
Mayor

Date: _____
Acting under the authority of
Resolution 1802

Approved as to form:

Kim Adams Pratt
City Attorney

EXHIBIT A**2021 CONSERVATION FUTURES LEVY
CITY OF LAKE FOREST PARK ALLOCATION**

Jurisdiction	Project	Allocation
Lake Forest Park	Lake Forest Park Lake Front Property Acquisition	\$950,000
	TOTAL	\$950,000

Project Description:**Project # 1138970: Lake Forest Park – Lake Forest Park Lake Front Property Acquisition**

The City of Lake Forest Park seeks to acquire 1.91 acres of lakefront property as a future city park. The target property is located near the Burke-Gilman Trail and may serve as a nearby stopping point for trail visitors to use, making the project regionally significant. The CFT funding plus an equal amount of matching funds will restrict approximately 0.5 acres of lake front property to CFT-eligible activities; the remainder of the parcels may be more intensively developed or used for more active recreation than allowed under CFT policies. Project funding was authorized in King County Ordinance 19210.

Is this a Bond-financed Project? No

EXHIBIT B

Tax Covenants

The City acknowledges that proceeds provided by the County for the Project may be proceeds of Bonds subject to certain requirements of the Tax Code. The City will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

(a) Expenditure of Proceeds. The City will expend proceeds of the Bonds received from the County for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the City for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

(b) Notice. The City will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

(c) Treatment as Grant.

(1) The City is a governmental entity possessing substantial taxing, eminent domain and police powers and constituting a political subdivision of the State.

(2) The City is not acting as an agent of the County.

(3) The grant of proceeds for the Project does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).

(4) The grant is required to be used for open space as required under Article II but does not impose any conditions relating to the use of the Project or other property of the City by the County or any of its agencies or authorities.

(5) This agreement is a grant agreement.

(d) Limitations on Disposition of Project. The City will not sell or otherwise dispose of any components of the Project without prior approval by the County and compliance with timeframes for completion of land replacement or cash reimbursement as provided in Section 6.4.

(e) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to the Bond proceeds received and with respect to the

Project for at least three years after the Bonds mature or are redeemed as provided in the amendment granting such Bond proceeds to the City.

(f) Cooperation. The City will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The City will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the City and the Project.

EXHIBIT C

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF _____
FOR OPEN SPACE ACQUISITION PROJECTS**

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF _____ and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the _____ day of (Month), (Year), as previously amended.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment ____.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF _____

Dow Constantine
King County Executive

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

City Attorney

EXHIBIT 1**[YEAR] CONSERVATION FUTURES LEVY PROCEEDS
CITY OF _____ ALLOCATION**

Jurisdiction	Project Name (Project Number)	Allocation
[City Name]	[Project Name] ([Project Number])	\$
	TOTAL	\$

Project Description:

[Project Number] [City Name] – [Project Name]
[Project Description used in legislation approving proceeds]

Is this a Bond-financed Project?

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between the City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer"); Marilyn Jean Rose, as a separate estate ("Rose" and "Seller"), collectively referred to as the Parties.

I. RECITALS

A. The City is committed to acquiring and maintaining parks and opens space for its residents, and Rose supports the City's commitment to parks and open space.

B. Rose owns approximately 2.43 acres, commonly known as 19001 40th Place Northeast in Lake Forest Park, Washington. Rose wants her property used for parks and open space, and the Parties have been in negotiations for the purchase by the City of the property for these purposes.

II. TERMS

The City desires to purchase and Rose desires to sell to City, all subject to the terms and conditions set forth in this Agreement. The Parties agree as follows:

1. **PROPERTY.** The "Property" subject to this Agreement is legally described in Exhibit A attached hereto and includes any improvements appurtenant to thereto.

2. **PURCHASE; CONDITION OF PROPERTY.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to the Closing Date (as defined below), Buyer shall have inspected the Property. Buyer will be purchasing the Property in its present condition, "AS IS AND WITH ALL FAULTS." As of the date of this Agreement and as of the Closing Date. Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.

3.1. **Amount.** The purchase price ("Purchase Price") for the Property shall be One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00).

3.2. **Payment.** The Purchase Price shall be paid in immediately available funds (i.e., available on the Closing Date).

3.3 **Earnest Money.** Buyer shall deposit with Escrow Holder Earnest Money in the amount of Eighty Thousand Dollars and 00/100 (\$80,000.00) within 10 business days of mutual acceptance.

Buyer's Initials TWF

Seller's Initials MJR

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

4. CONTINGENCIES.

4.1 City Council approval. This Agreement is conditioned on the City of Lake Forest Park City Council's (the "City Council's") authorization to buy the Property ("Council Authorization"), which may or may not be granted in the City Council's sole discretion. The City shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by Buyer as a result of the City Council's failure to grant Council Authorization.

4.2 Inspection. This Agreement is conditioned on Buyers's subjective satisfaction with an inspection of the Property and improvements on the Property. Buyer's inspection may include, at Buyer's option and without limitation, the structural, mechanical and general conditions of the improvements to the Property, an inspection for hazardous material, a soil/stability inspection, general home inspection, arborist inspection, and sewer line inspection. All inspections are at Buyer's cost. Buyer shall not alter the Property or improvements without first obtaining Seller's permission. Buyer shall be responsible for all damages resulting from any inspection of the Property or improvements performed on Buyer's behalf. Buyer shall restore all improvements on the Property to the same condition they were in prior to inspection.

a. This inspection contingency shall be waived if within 40 days of mutual acceptance ("Inspection Period") Buyer has not given notice to Seller that Buyer disapproves the inspection and terminates this Agreement.

b. Buyer and Buyer's representatives and consultants shall have the right during the Inspection Period to enter onto the Property and conduct inspections, tests or studies as provided in this subsection. Buyer shall give Seller at least 48-hours notice of any inspections of the home on the Property and cooperate with Seller to find reasonable times for same.

5. LIFE ESTATE AND POSSESSION. Rose reserves a life estate in the Property for and during her lifetime. During the life estate, Rose shall have the exclusive right of possession of the Property. Rose is prohibited from conveying or assigning her life estate.

5.1. Costs. During the life estate, Rose shall pay all costs of repair, maintenance, and taxes on the Property. Rose shall not commit or allow waste on the Property, or cause or allow other serious, permanent harm on the Property. Rose will maintain the Property in the condition it is in on Closing Date, or better, during the life estate.

5.2. Insurance. During the life estate, Seller shall procure and maintain insurance on the Property against claims for injuries to persons on the Property or damage to the Property as follows:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of the Property and improvements with no coinsurance provisions.

Buyer's Initials TWF
TWF

Seller's Initials MAR

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

The City shall be named as an additional insured on Rose's insurance policy or policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Rose's insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Rose's insurance and shall not contribute to it. Rose shall furnish to the City a copy of the original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of this Agreement.

6. SELLER DISCLOSURE STATEMENT. With five (5) business days of mutual acceptance, Seller shall deliver to Buyer a completed seller disclosure statement as provided in RCW 64.06.020. Buyer shall have three (3) business days from delivery to rescind this Agreement based on information in the completed disclosure statement. Buyer acknowledges that the disclosure statement is not a warranty of any kind from Seller.

7. TITLE. Title to the Property shall be insurable by an ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by Rainier Title for Steward Title Guarantee Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions in the attached and incorporated **Exhibit B**. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

8. DELIVERIES TO ESCROW HOLDER.

8.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

a. Deed. A Statutory Warranty Deed warranting conveying fee simple title

to the Buyer as provided in RCW 64.04.030 with a reservation of a life estate as described in section 5 above, and otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

b. FIRPTA Affidavit. A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller to execute the instruments to be executed by Seller in

Buyer's Initials TWF

Seller's Initials MJR
Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

d. Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the “Tax Affidavit”).

8.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

- a. Closing Funds.** Cash by federal funds, wire transfer or cashier’s check in the amount necessary to pay the Purchase Price and Buyer’s share of Closing costs.
- b. Excise Tax Affidavit.** The Tax Affidavit signed by Buyer or its agent.
- c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

9. CLOSE OF ESCROW.

9.1. Time. The close of escrow (the “Closing”) shall occur at the offices of Escrow Holder on a date on or before September 27, 2024 (the “Closing Date”).

9.2. Procedure. Escrow Holder shall proceed with Closing as follows:

- a.** Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.
- b.** Pay applicable real estate transfer excise taxes, record the Deed, and complete the prorations.
- c.** Issue and deliver the Title Policy to Buyer.
- d.** Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.
- e.** Deliver the Purchase Price less amounts applied as provided above, to Seller.
- f.** Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

Buyer's Initials TWF

Seller's Initials MR

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

9.3. Incorporation Of Escrow Instructions. This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

9.4. Closing Costs And Prorations. The Seller and Buyer shall each pay half of the escrow fee. Seller shall pay for recording costs of deed; excise tax; water, sewer and other utility charges. Buyer shall pay for Standard Owners title insurance premium. Property taxes shall be prorated as of the Closing Date.

10. BROKERAGE. Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

11. CASUALTY. The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS.

12.1. Seller's Representations, Warranties and Covenants. Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. Agreements to Transfer or Encumber. Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

b. Bankruptcy, Etc. Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

c. Litigation. Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

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Seller's Initials MJR

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

d. FIRPTA. Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

e. Good Standing and Due Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller’s legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

12.2 Buyer’s Representation. Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. Good Standing. Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

b. Due Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer’s legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

13. SURVIVAL. The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

14. ENTIRE AGREEMENT. This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of

Buyer’s Initials TWF

Seller’s Initials MJR

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

15. DEFAULT; REMEDIES.

15.1. Buyer's Remedies. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement.

15.2. Seller's Remedies. If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, is entitled to damages in the amount of the Earnest Money paid by Buyer. Buyer and Seller intend that said amount constitutes liquidated damages and so as to avoid other costs and expenses to either party in connection with potential litigation on account of Buyer's default. Buyer and Seller believe said amount to be a fair estimate of actual damages.

15.3. Impact of Termination. At termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

15.4. Attorneys' Fees. If either Party brings an action or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

16. NOTICES. All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid; or sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the Parties listed after such address:

BUYER

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98158
Attn: City Administrator
phill@cityoflfp.gov

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Seller's Initials MJR
Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

SELLER

Marilyn Rose
 19001 40th Place NE.
 Lake Forest Park, WA 98155

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. At the request of either Party or the Escrow Holder, the Parties will confirm email transmitted signatures by signing an original document.

17. PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. WAIVERS. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. CONSTRUCTION. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

20. TIME. Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "Business Days" refers to Monday – Friday other than legal holidays in the state of Washington.

21. FORCE MAJEURE. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the

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 Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

22. SUCCESSORS. Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

23. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington.

24. RECITALS AND EXHIBITS. The Recitals and Exhibits are incorporated into this Agreement by this reference.

25. COUNTERPARTS. This Agreement may be signed in counterparts, any of which shall be deemed an original. An electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

26. DATE OF MUTUAL ACCEPTANCE. For the purposes of this Agreement, the date of mutual acceptance of this Agreement shall be the last date on which the parties to this Agreement have executed this Agreement as indicated below.

27. EXPIRATION OF OFFER. Seller shall have until 5:00 pm on August 8, 2024, to accept the Agreement as written, by delivering a signed copy thereof to Buyer. If Seller does not so deliver a signed copy within said period, this Agreement shall lapse and all right of the parties hereunder shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date set forth below.

SELLER:

By: Marilyn J. Rose
 Name: Marilyn J. Rose
 Title: Seller
 Date: 8-15-2024

BUYER: CITY OF LAKE FOREST PARK

By: Thomas French
 Name: Mayor Thomas French
 Title: Mayor
 Date: 08/06/24

EXHIBIT LIST

Buyer's Initials TWF Seller's Initials MR
 Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

- A. Legal Description
- B. Permitted Exceptions

Buyer's Initials TWF Seller's Initials MJL
Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

EXHIBIT A

Lots 34 and 35, Block 8, First Addition to Lake Forest Park, according to the plat thereof recorded in Volume 20 of Plats, page 82, records of King County, Washington.

Situate in the County of King, State of Washington.



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EXHIBIT B

1. Restrictions, easements, dedications, notes and delineated matters contained on the face of the Plat of First Addition to Lake Forest Park, as recorded in Volume 20 of Plats, Page(s) 82, and any amendments thereto.
2. Covenants, conditions, easements and restrictions recorded under Recording Number 1014258, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

Affects Lot 35

3. Covenants, conditions, easements and restrictions recorded under Recording Number 1061333, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

Affects Lot. 34

4. Easement granted to US West Communications, Inc., a corporation as more fully set forth in the instrument recorded June 4, 1992, as Instrument No. 9206041235.

Affects Lot 35

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ADDENDUM 1

The following Addendum 1 is an integral part of that REAL PROPERTY PURCHASE AND SALE AGREEMENT ("PSA") dated 8/6, 2024, between City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer") and Marilyn Jean Rose, a single woman, as her separate estate, ("Rose" and "Seller"), collectively referred to as the Parties.

The parties agree that this Addendum 1 modifies and amends the PSA as follows:

1. **Life Estate.** The Life Estate in paragraph 5. of the PSA is only in the portion of Lot 34 and Lot 35 that includes the 1943-era 2,180 square-foot one story single-family residence with a 550 square-foot carport built in 1943 with an addition in the 1960's; residential yard; and driveway.
2. **Property Taxes.** Paragraph number 5.1 of the PSA provides that during the Life Estate Rose will pay the taxes on the Property. Given that the City as owner of the Property will not pay real property taxes, Rose will pay any leasehold tax due during the term of her Life Estate. This Agreement is contingent on the Parties agreeing prior to Closing on the amount that Rose will pay for the leasehold tax. If this contingency is not satisfied, the P&S shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the P&S.
3. **Insurance.** Seller does not agree to Paragraph 5.2 of the PSA, which provides the obligation of Seller for insurance during the Life Estate. The PSA is contingent on the Parties agreeing prior to closing on an acceptable insurance policy for Seller to carry during the Life Estate. Seller shall attempt in good faith to obtain a policy for the duration of the Life Estate on the full value of the Lot 35 (and lot 34) home, improvements, personal property, and personal liability similar to what Seller has right now, with Safeco Insurance company (current policy company). If this contingency is not satisfied, the PSA shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the PSA.
4. **Sewer Lines and Costs.** Rose believes that she has paid a cost to the relevant sewer district (The City of Lake Forest Park) to hook up a sewer line to both tax parcels making up the Property, but she has never done or paid the actual additional costs to have the actual lines brought on to the Property. In the event that this Property is sold then the relevant sewer district (City of Lake Forest Park) may require that the Seller, Rose, pay for the installment of such sewer lines. The parties agree that any such requirement on Seller Rose, shall be transferred to the City and that Rose shall have no further financial responsibility for such.
5. **Termination of Life Estate and Tangible Personal Property.** In the event of the death of Rose, or in the event that she should relinquish her Life Estate (or by her attorney in fact), the Life Estate shall continue for an additional 6 months to provide time to Seller or her heirs to remove all tangible personal property from the Property. To the extent that tangible personal property remains on the Property under these terms, then Seller holds Buyer harmless for claims relating to such

Addendum No. 1

1adc/Real-est/ADDENDUM NO 1 8.15.2024 Rose-LFP



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TWF

personal property, and Seller (or successors) agrees to maintain the insurance that is agreed upon in paragraph 2. above for this 6-month period. Seller agrees that all personal property will be removed from the Property at the end of the 6-month period and any personal property remaining thereafter may be disposed of by Buyer.

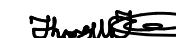
6. **Offer Expiration.** That PSA paragraph 27 provided expiration of that offer on August 8, 2024 and the parties hereby agree that such paragraph no longer applies and the parties agree that this addendum keeps the PSA intact and part of this contract.

7. **Addendum Controls.** All other terms of the original PSA agreement shall be in full force and effect except to the extent as amended or added to by this Addendum. Where a conflict arises between this Addendum and the prior agreement and/or addendums, the terms of this Addendum shall control.



Marilyn Jean Rose
Seller

DATED: Aug 15, 2024



Thomas W. French (Aug 16, 2024 08:32 PDT)

City of Lake Forest Park
Mayor: Thomas French

DATED: 16/08/24

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1adc/Real-est/ADDENDUM NO 1 8.15.2024 Rose-LFP



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Rose Signed PSA and Addendum 8-15-2024

Final Audit Report

2024-08-16

Created:	2024-08-16
By:	Matt McLean (mmclean@ci.lake-forest-park.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfV1fRPF9uqV-H3_dC60u1aHZ-YBc6M2O

"Rose Signed PSA and Addendum 8-15-2024" History

-  Document created by Matt McLean (mmclean@ci.lake-forest-park.wa.us)
2024-08-16 - 3:17:47 PM GMT
-  Document emailed to Tom French (tfrench@cityoflfp.gov) for signature
2024-08-16 - 3:17:59 PM GMT
-  Email viewed by Tom French (tfrench@cityoflfp.gov)
2024-08-16 - 3:28:11 PM GMT
-  Signer Tom French (tfrench@cityoflfp.gov) entered name at signing as Thomas W. French
2024-08-16 - 3:32:23 PM GMT
-  Document e-signed by Thomas W. French (tfrench@cityoflfp.gov)
Signature Date: 2024-08-16 - 3:32:25 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXXX8783
-  Agreement completed.
2024-08-16 - 3:32:25 PM GMT



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	January 22, 2026
Originating Department	Community Development
Contact Person	Cory Mattson, Community Programs Planner Mark Hofman, Community Development Director
Title	Resolution 26-2058/Authorizing the Mayor to sign the King County Parks Property Tax Levy Agreement (2026-2031)

Legislative History

- First Presentation January 8, 2026 Regular Meeting
- Second Presentation January 22, 2026 Regular Meeting

Attachments:

1. Resolution 26-2058
2. Agreement with King County Parks Property Tax Levy

Executive Summary

The 2026-2031 King County Parks, Trails, and Open Space Levy (2026-2031 Parks Levy) is a property tax levy lid lift that replaces the current 2020-2025 Park Levy that expired at the end of 2025. The 2026-2031 Parks Levy is expected to generate an estimated \$1.5 billion over the next six years, with goals to address: level of service, accessibility, and expansion of parks, trails, aquatic centers, and recreation programs across the county.

The proposed Parks Property Tax Levy Agreement between King County and the City of Lake Forest Park (Agreement) provides for a direct pass-through of levy funds to the City. It's difficult to provide an exact amount the City will receive each year because the City's share of the levy proceeds is dependent upon several factors, including but not limited to population estimates, assessed property values, and tax collection. Under the new pass-through formula, the County estimates the city would collect \$260,000 annually for the next six years.

The term of the Agreement is six years and provides for distribution to the City twice a year. A fee is deducted from the City's share for King County's administrative costs, and the City is required to report annually showing how the funds were expended on City projects.

Background

On August 5, 2025, King County voters approved Proposition No. 1 Parks Levy replacing the expiring Parks Levy. This new levy supports county, city, park district, and town parks, open space, and trails; recreation; public pools; and educational and civic venues. It authorizes an additional six-year property tax beginning in 2026 at \$0.2329 per \$1,000 of assessed valuation, uses the 2026 levy amount to compute annual increases in 2027-2031 by the King County inflation plus population index or chapter 84.55 RCW limitation, whichever is greater, and exempts qualifying seniors, veterans, and disabled persons under RCW 84.36.381.

Fiscal & Policy Implications

The 2026-2031 Levy funding will help support and enhance the City's park projects, maintenance, and programs.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Execute agreement with King County 	Utilize funding to support Park development, maintenance and programs.
<ul style="list-style-type: none"> • Do not execute agreement with King County 	Reject allocated funding to support Parks Department.

Staff Recommendation

The Council waived the three-touch rule on January 8, 2026 and staff recommends approval of Resolution 26-2058/Authorizing Mayor to Sign the Parks Property Tax Levy Agreement with King County to Support Park Development, Maintenance and Programs in Lake Forest Park

RESOLUTION NO. 26-2058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE PARKS PROPERTY TAX LEVY AGREEMENT WITH KING COUNTY TO SUPPORT PARKS DEVELOPMENT, MAINTENANCE, AND PROGRAMS WITHIN THE CITY OF LAKE FOREST PARK

WHEREAS, King County voters approved the 2026-2031 King County Parks, Trails and Open Space Levy (Proposition 1) in August 2025; and

WHEREAS, the City of Lake Forest Park has goals to expand and fully develop its parks, trails and recreational programs; and

WHEREAS, the allocated funding generated by the property tax can be utilized in support of City parks, trails and recreational programs; and

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

Section 1. MAYOR AUTHORIZED. The Mayor is authorized to execute the Parks Property Tax Levy Agreement with King County to support Park development, maintenance, and programs in Lake Forest Park, a copy of which is attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of January, 2026.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2058

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & CITY OF LAKE FOREST PARK

This Parks Property Tax Levy Agreement (“Agreement”) is made and entered by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Lake Forest Park, a State of Washington municipal corporation (“CITY”). The County and the City are singularly referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

- A. The County owns and operates a system of regional and local parks and trails that consists of thirty-two thousand (32,000) acres of parklands and more than one hundred eighty-five (185) miles of regional trails. In addition, the County provides regional trails, regional recreational facilities, regional natural areas, regional parks, and local parks in unincorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban, unincorporated areas as these areas incorporate or annex to cities.
- C. On April 29, 2025, the King County Council adopted Ordinance 19922 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 5, 2025, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.2329 per one thousand dollars of assessed valuation in the first year and limiting annual levy increases by the King County inflation plus population index published by the King County office of economic and financial analysis, or the chapter 84.55 RCW limitation, whichever is greater in years two through six for the purpose of maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in King County by acquiring lands and continuing to develop and support parks, recreation facilities, and regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns and cities in King County; funding environmental education, maintenance and conservation programs at the Woodland Park Zoo; funding environmental education, maintenance and conservation programs at the Seattle Aquarium; funding development, maintenance, and programming for Seattle's Waterfront park; funding environmental and climate stewardship and education at Pacific Science Center; funding a capital project at Memorial Stadium; and funding capital improvements at public pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. “Annual Report” shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2027 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY’S Share, along with a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2026 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
 - B. “CITY” shall mean the City of Lake Forest Park, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - C. “CITY Parks System” shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
 - D. “City and Park District Proceeds” shall mean ten percent (10%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 19922 Sections 5A-I, and any interest earnings on these funds.
 - E. “CITY Projects” shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 19922.
 - F. “CITY’S Share” shall mean the CITY’s proportionate share of the City and Park District Proceeds as authorized by Ordinance 19922 Section 5C and 5I, subject to County Council appropriation.
 - G. “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - H. “County Council” shall mean the County Council of King County, State of Washington.
 - I. “County Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 5, 2025 and replaced a levy expiring at the end of 2025.

- J. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.
- K. "Executive" shall mean the King County Executive or their functional successor.
- L. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.
- 2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing upon signature by both parties (the "Commencement Date"), and expiring on December 31, 2031 (the "Termination Date").
- 3. Receipt of County Levy Proceeds.
 - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 19922, subject to County Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 - 1. Payment Schedule. Beginning in 2026 and through 2031, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the City and Park District Proceeds actually collected and appropriated by King County.
 - 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City and Park District Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 19922.
 - 4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
 - 5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 19922. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
 - 6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall

be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. **Notices.** All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: _____

City Name: _____

Mailing Address: _____

City, State, Zip Code: _____

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

8. **Compliance with Laws.** The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. **CITY Agreement to Comply with Audit Finding or Repay.** The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.

10. Miscellaneous.

- A. **Liability of the County.** The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other

provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution (“ADR”) procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by the mutual agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and the mediator’s recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.

C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party’s right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference

and such captions in no way define or limit the scope or intent of any provision of this Agreement.

- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each completed capital project funded with County Levy Proceeds, the CITY shall install a permanent sign at a common access point of the park facility's premises that shall include the following language: **This project was funded (or as applicable, funded in part) with proceeds from the voter-approved King County Parks Levy in August 2025 under an Agreement with King County parks and Recreation Division.** If the CITY has not installed its own sign the City shall install a sign provided by the County.
- K. Reporting. The CITY should report major milestones, such as groundbreakings and opening dates, thirty (30) calendar days prior to such milestone to King County Parks and the King County councilmember who represents the CITY's County Council district. The CITY can mail or deliver reports to both King County Parks and the current King County Council councilmember at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

Councilmember(s): _____

In care of King County Council Clerk
Room 1200
516 3rd Avenue
Seattle, WA 98104
clerk.council@kingcounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

KING COUNTY, a Washington municipal corporation

By _____

Its _____

Date _____

By authority of Ordinance No. 19922

CITY OF LAKE FOREST PARK, a Washington municipal corporation

By _____

Its _____

Date _____



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date January 22, 2026

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Resolution 26-2059/Independent Force Investigation Team King County (IFIT-KC) Second Modification to the Independent Force Investigation Team – King County (IFIT-KC) Interlocal Cooperative Agreement adding Seattle Police Department as a member agency.

Legislative History

- First Presentation January 22, 2026, Regular Meeting

Attachments:

1. Resolution 26-2059
2. Proposed Second Modification To The Interlocal Cooperative Agreement To Provide Law Enforcement Mutual Aid Between The Washington State Patrol, King County Sheriff's Office, University Of Washington, And The Cities Of Bellevue, Clyde Hill, Duvall, Lake Forest Park, Issaquah, Lake Forest Park, Medina, Mercer Island, Redmond, And Snoqualmie For The Creation Of The Independent Force Investigation Team – King County (IFIT-KC)
3. Resolution 1811, July 22, 2021 (First Modification ILA)
4. Resolution 1799, January 28, 2021 (Council authorize IFIT-KC ILA)

Executive Summary

The Independent Force Investigation Team of King County (IFIT-KC) operates to provide independent investigation services in the event of an officer-involved use of deadly force in north King County that results in death or substantial physical injury. King County also falls within region 3 of the newly established Washington State Office of Independent Investigations; once set up, this independent state agency will operate to investigate such officer-involved use of force cases statewide.

State law requires all uses of deadly force by a peace officer that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the agency that used the deadly

force. Law enforcement agencies under a federal consent decree, federal settlement agreement, or federal court order are exempt from this legal requirement.

Seattle Police Department (SPD) was under a federal consent decree when IFIT-KC was first established in 2021 and utilized its own investigative processes as part of its consent decree. In September 2025, the City of Seattle and its police department were released from its federal consent decree; it must now have its deadly uses of force investigated by an independent investigation team. Seattle now seeks to join IFIT-KC as a member agency so that IFIT-KC will be the independent investigative body to investigate SPD if it is involved in a use of deadly force that results in death or substantial physical injury. By adding the SPD as a member agency, IFIT-KC will gain additional investigative resources, investigators, and equipment from Seattle.

Background

The Lake Forest Park Police Department has always recognized the gravity of an officer-involved shooting as a serious use of force incident. LFPPD supports the importance of utilizing an outside agency to conduct investigation into a critical incident of this nature to maintain independence and objectivity.

In November 2018, Initiative-940 was passed by Washington State voters, and, in 2019, the Washington Legislature amended portions of I-940 through SHB 1064, with both now referred to together as the Law Enforcement Training and Community Safety Act (LETSCA). Through stakeholder input, the Washington State Criminal Justice Training Commission (WSCJTC) was tasked with creating and adopting rules for new training requirements for police officers (Chapter 139-12 WAC) and rules for Independent Investigative Teams to conduct investigations into officer-involved uses of deadly force (Chapter 139-11 WAC).

An independent investigation team is created when multiple law enforcement agencies enter into a written agreement to investigate police use of deadly force incidents in their geographical regions. Since January 5, 2020, chapter 139-12 of the Washington Administrative Code applies to the investigation of all officer-involved uses of deadly force incidents that result in death, substantial bodily harm, or great bodily harm.

To summarize the requirements of the state regulations: An IFIT is made up of qualified and certified peace officer investigators, crime scene and evidence specialists, and at least two non-law enforcement community representatives, operating completely independent of the agency whose officers were involved in the use of force. The IFIT investigation is a criminal investigation into the officer(s) involved actions, separate from a department administrative investigation into policy or procedure violations. Certified IFIT investigators must be able to prove they have attended applicable training and have the appropriate investigative experience.

The IFIT Commander, public information officer or another member of the IFIT will provide public updates about the investigation at a minimum of once per week. The IFIT will provide a family liaison to keep the family of the person against whom deadly force has been used apprised of all significant developments in the independent investigation. The Department can assist in securing the scene of a critical incident but may not participate in the investigation.

Team members must be experienced Detectives who have demonstrated a history of honorable behavior and have received specialized training in the investigation of fatal or otherwise serious injury incidents to include, but not limited to, officer-involved shootings, basic homicide investigation, LETSCA de-escalation, and mental health training. To be assigned to the IFIT, the Detectives must receive WSCJTC approval.

In 2021, the Lake Forest Park City Council adopted Resolution 1799 approving an interlocal agreement creating IFIT-KC and, as a result, the Lake Forest Park Police Department joined IFIT-KC as an active member. Currently, the IFIT-KC team is made up of 12 participating agencies:

- Washington State Patrol
- King County Sheriff's Office
- Bellevue Police Department
- Clyde Hill Police Department
- Duvall Police Department
- Issaquah Police Department
- Kirkland Department
- Lake Forest Park Police Department
- Medina Police Department
- Redmond Police Department
- Snoqualmie Police Department
- University of Washington Police Department

For IFIT-KC, the Chief of Police is a member of the executive board of directors, with voting authority over any changes to policy, procedure or protocol. The IFIT has a command structure similar to other multi-agency endeavors to include a commander, assistant-commander and a number of lead investigators who are responsible for directing participating detectives.

The Department has utilized a Commander to be one of the assistant commanders on IFIT-KC. The Department also has three officers who are assigned as detectives with one of them working to be certified by WACJTC as a Lead Investigator. We also have two additional recent lateral hires that were prior detectives in IFIT-KC from their respective agencies that would be approved to be part of the team.

If a critical incident occurred in Lake Forest Park, the investigation would occur completely independent of the Department and our Lake Forest Park Detectives would not be utilized in or informed about the ongoing investigation.

Recently, the Seattle Police Department (SPD) requested to become a member agency of IFITKC. SPD has not previously been a member of an independent force investigation team because, in 2012, the City of Seattle entered a federal consent decree, following DOJ findings of excessive force and biased policing. For more than a decade, SPD operated under federal oversight, conducting its own investigations of force incidents, and was exempt from state requirements to be a member of an independent investigation team.

On September 3, 2025, a U.S. District Judge determined SPD had satisfied the decree's requirements and ended federal oversight and returning full local control to the Mayor's Office. With the conclusion of federal oversight, Washington State law requires SPD to join an independent investigation team. To meet this requirement in the short-term, SPD entered into a temporary memorandum of understanding (MOU) with the King County Sheriff's Office to investigate officer-involved deadly force encounters until SPD formally integrates into an established IFIT-KC.

Recognizing the need for a permanent solution, IFIT-KC executive members developed a proposed modification to the existing ILA to formally admit SPD into the team. This modification to the ILA ensures SPD's compliance with Initiative 940, expands IFIT-KC's investigative capacity, and reinforces regional collaboration in line with national standards for independent oversight. Independent investigations are critical to maintaining community trust. SPD's move to join IFIT-KC signals a shift toward greater accountability. By joining IFIT-KC, SPD will align with statewide standards for independent investigations, reinforcing transparency and public trust.

Collaboration across jurisdictions strengthens investigative independence and resource capacity. The addition of SPD to IFIT-KC would bring additional resources to the team in the form of commanders, assistant-commanders, supervisors, lead detectives, and evidence technicians. Certified evidence technicians are an especially helpful addition, as only the King County Sheriff's Office and the Washington State Patrol currently have specially trained personnel to process a scene.

Incorporating SPD into IFIT-KC would spread the workload amongst the member agencies and could lessen the impact on Lake Forest Park's staff.

Proposed Resolution 26-2059 would authorize the Mayor to execute the second modification to the existing ILA. The second modification would add the Seattle Police Department as a member agency of IFIT-KC and would also clarify the scope and conditions of independent investigative services in compliance with Washington Law.

Additional proposed changes are summarized below:

Section II, 4(f): IFIT-KC may investigate deadly force incidents involving in-custody individuals in member-operated jails. The cities of Kirkland and Issaquah are the only member agencies with member-operated jails.

Section II, 4(b): Services are limited to those required under RCW 10.114.011, and investigations must follow IFIT-KC Protocol and Chapter 139-12 WAC.

This modification is made to ensure that IFIT-KC is not requested to perform investigations for any officer-involved uses of force that are not required to be investigated under state law, which are those officer-involved uses of deadly force incidents that result in death, substantial bodily harm, or great bodily harm.

Section II, 4(d): Member agencies may allow limited oversight access outside immediate crime scenes; once IFIT-KC assumes control, scene security and access follow IFIT-KC protocols.

This modification is made to ensure that member agencies' internal policies and protocols do not interfere with the work of the IFIT-KC investigation team.

Policy Impact:

Chapter 39.34 RCW and the Washington Mutual Peace Officers Powers Act, as codified in Chapter 10.93 RCW, authorizes the city to establish the terms and conditions pursuant to which the city will provide and receive mutual aid law enforcement services.

RCW 10.114.011 requires a completely independent investigation into the deadly use of force by a peace officer that results in death, great bodily harm, or substantial bodily harm to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.

Funding Source:

There is no fiscal source associated with implementing these changes.

Staff Recommendation:

Staff recommends approval of the Second Modification to the ILA for creation of the Independent Force Investigation Team. Staff recommend waving the three-touch rule as most (if not all) IFIT-KC agencies have approved this Second Modification to the ILA this month.

RESOLUTION NO. 26-2059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SECOND MODIFICATION TO THE INTERLOCAL AGREEMENT ESTABLISHING THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC) IN ORDER TO ADD THE SEATTLE POLICE DEPARTMENT AS A MEMBER AGENCY.

WHEREAS, the City of Lake Forest Park (City) is a participating member of the Independent Force Investigation Team – King County (IFIT-KC), which is a multi-agency independent investigative team established to investigate officer-involved uses of deadly force in compliance with Washington law; and

WHEREAS, IFIT-KC was established through an interlocal agreement, which was approved by the Lake Forest Park City Council on January 28, 2021, though adoption of Resolution 1799; and

WHEREAS, the parties entered into a first modification to the IFIT-KC Interlocal Agreement, signed by the City on July 22, 2021, to ensure consistency with RCW 10.93.160 and Washington Executive Order 17-01 in order for state agency partners to participate; and

WHEREAS, the parties to the IFIT-KC Interlocal Agreement have negotiated a second modification to the Agreement to add the Seattle Police Department as a member agency of IFIT-KC and to clarify the scope and conditions under which IFIT-KC provides independent investigative services; and

WHEREAS, the City of Lake Forest Park is authorized to enter into and modify interlocal agreements pursuant to the Washington Interlocal Cooperation Act, chapter 39.34 RCW, and other applicable provisions of state law; and

WHEREAS, adding the Seattle Police Department as a member agency of IFIT-KC and clarifying investigative responsibilities supports regional collaboration, transparency, and compliance with state requirements governing independent investigations of deadly force incidents; and

WHEREAS, the City Council finds it to be in the best interest of the City of Lake Forest Park to approve the proposed modification to the Interlocal Agreement.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington, approves and authorizes the Mayor to sign the Second Modification to the Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid Between the Washington State Patrol, King County Sheriff's Office, University of Washington, and the Cities of Bellevue, Clyde Hill, Duvall, Kirkland, Issaquah, Lake Forest Park, Medina, Mercer Island, Redmond, and Snoqualmie for the Creation of the Independent Force Investigation Team – King County (IFIT-KC) in substantially similar form to that attached to this resolution as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 22nd day of January 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2059

**SECOND MODIFICATION TO
THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT
MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S
OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL,
DUVALL, KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND,
REDMOND, AND SNOQUALMIE FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS

WHEREAS, the following agencies entered into an INTERLOCAL AGREEMENT, as amended, ("Agreement") to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie PD;
- University of Washington Police Department AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the Agreement shall be modified as follows:

II. ADDITION OF A PARTY TO THE AGREEMENT

The Seattle Police Department (SPD) shall be added as a member agency of the Independent Force Investigation Team- King County (IFIT-KC) and shall be included along with other member agencies when collectively referenced as the "Parties" or "Member Agencies" in the Agreement.

The City of Seattle, by signing below, affirms that it has reviewed and agrees to comply with all terms of the Agreement, including written Modifications to the Agreement.

III. MODIFICATION OF THE AGREEMENT

(A) A new subsection (f) will be added to Section II, paragraph 4 of the Agreement:

f. Upon request, IFIT-KC will provide independent investigative services to a member agency that requests assistance under this Agreement for the purpose of investigating any incident involving use of deadly force by a member agency officer against or upon a person who is in-custody, as defined by RCW 43.102.010, in a jail operated by a member agency. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, the requirements of RCW 70.48.510, and the purposes of this Agreement.

(B) Section II, paragraph 4 (b) of the agreement shall be modified as follows:

IFIT-KC will only provide independent investigative services required by RCW 10.114.011 to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.

(C) Section II paragraph 4 (d) of the agreement shall be modified as follows:

Member agencies acknowledge that some member agencies may be required to provide limited access outside the immediate crime scene to an independent oversight agency/committee. An involved agency is responsible for communicating expectations with their oversight agency, which includes restricting access to the crime scene prior to IFIT-KC arrival. Once control of the incident scene is transferred over to IFIT-KC, the incident control, security, and access into the crime scene will be managed consistently with the IFIT-KC protocols.

(D) No other terms of the Agreement, excepted as stated herein, are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

This Second Modification to the Agreement shall become effective on the date it is signed by the City of Seattle and one more member agency, and it shall become effective for a subsequently signing member on the date it is signed by the member.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Modification as of the latest day and year written below.

CITY OF BELLEVUE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF DUVALL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF CLYDE HILL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

WASHINGTON STATE PATROL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

UNIVERSITY OF WASHINGTON

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SNOQUALMIE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

KING COUNTY SHERIFFS OFFICE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQAH

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LAKE FOREST PARK

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

RESOLUTION NO. 1811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE FIRST MODIFICATION TO THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)

WHEREAS, in 2018, statewide Initiative 940, requiring independent investigation into officer-involved uses of deadly force was passed by voters and subsequently modified in Substitute House Bill 1064 and renamed the Law Enforcement Training and Community Safety Act (LETCSA); and

WHEREAS, as a result, the Washington State Criminal Justice Training Commission (WSCJTC) adopted rules for new officer training requirements (Chapter 139-11 WAC) and independent investigations criteria for officer involved uses of deadly force (Chapter 139-12 WAC); and

WHEREAS, the City Council of the City of Lake Forest Park, Washington approved and authorized the mayor to sign Resolution 1799 the Interlocal Agreement between participating agencies in north King County for the Independent Force Investigation Team (IFIT-KC ILA)

WHEREAS, the Washington State Patrol (WSP) also seeks to join in the IFIT-KC ILA, but requires a modification of the Agreement consistent with RCW 10.93.160 and Washington Executive Order 17-01; and

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington approves and authorizes the Mayor to sign the First Modification to the Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid between the Washington State Patrol, King County Sheriff's Office, University of Washington, and the Cities of Bellevue, Clyde Hill, Duvall, Kirkland, Issaquah, Lake Forest Park, Medina,

Mercer Island, Redmond, and Snoqualmie/North Bend for the Creation of the Independent Force Investigation Team, attached hereto as Exhibit A.

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

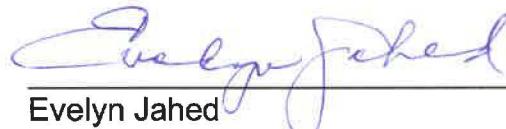
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 22nd day of July, 2021.

APPROVED:

Jeff Johnson
Mayor



ATTEST/AUTHENTICATED:



Evelyn Jared
City Clerk

FILED WITH THE CITY CLERK: July 16, 2021
PASSED BY THE CITY COUNCIL: July 22, 2021
RESOLUTION NO.: 1811

EXHIBIT A

to Resolution 1811

FIRST MODIFICATION TO

**THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID
BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF
WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQAH, LAKE
FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE
CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS.

WHEREAS The following agencies entered into an INTERLOCAL AGREEMENT ("Agreement") to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD; and
- Snoqualmie/North Bend PD
- University of Washington Police Department; AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the Washington State Patrol (WSP) also seeks to join in the Agreement, but requires a modification of the Agreement consistent with RCW 10.93.160 and Washington Executive Order 17-01; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the following shall become a term of the Agreement:

II. MODIFICATION OF THE AGREEMENT

The following shall be added to the General Provisions of the Agreement:

9. USE OF INFORMATION FOR CIVIL IMMIGRATION ENFORCEMENT IS PROHIBITED. Under Washington law, and local ordinance, state and local law enforcement agencies and their personnel are generally prohibited from enforcing or assisting federal agencies engaged in civil immigration proceedings pursuant to RCW 10.93.160. Primary jurisdiction for enforcement is with the United States federal immigration authority. See RCW 10.93.160. The purpose of this modification to the Agreement is to make clear that the parties interpret the Agreement as consistent with the Washington law, including RCW 10.93.160, in that no Party or its personnel shall engage in any acts proscribed by Washington law.

Consistent with RCW 10.93.160 and Washington Executive Order 17-01, applicable to the Washington State Patrol (WSP), the Parties agree not to use or share any information obtained from the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities.

No other terms of the Agreement, excepted as stated herein are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

The WSP, by signing below, affirms that it has reviewed and agrees to comply with all terms of the Agreement, including this First Modification relating to RCW 10.93.160 and Washington Executive Order 17-01.

IN WITNESS WHEREOF, the Parties hereto have executed this First Modification as of the latest day and year written below.

CITY OF BELLEVUE

Name: _____
 Title: _____
 Date: _____
 Attest: _____
 City Clerk
 Approved as to Form: _____

 City Attorney

CITY OF DUVALL

Name: _____
 Title: _____
 Date: _____
 Attest: _____
 City Clerk
 Approved as to Form: _____

 City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name:

Title:

Date:

Attest:

CITY OF CLYDE HILL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SNOQUALMIE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

WASHINGTON STATE PATROL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

City Clerk

Approved as to Form:

City Attorney

KING COUNTY SHERIFF'S OFFICE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

UNIVERSITY OF WASHINGTON

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LAKE FOREST PARK

Name: Jeff Johnson

Title: Mayor

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

RESOLUTION NO. 1799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE / NORTH BEND FOR THE CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)

WHEREAS, in 2018, statewide Initiative 940, requiring independent investigation into officer-involved uses of deadly force was passed by voters and subsequently modified into Substitute House Bill 1064 (SHB 1064) and renamed the Law Enforcement Training and Community Safety Act (LETCSA); and

WHEREAS, as a result, the Washington State Criminal Justice Training Commission (WSCJTC) adopted rules for new officer training requirements (Chapter 139-11 WAC) and independent investigations criteria for officer involved uses of deadly force (Chapter 139-12 WAC); and

WHEREAS, the independent investigation criteria adopted is dedicated to enhancing public trust in the integrity of independent investigations involving police use of deadly force by focusing on independence, transparency, communication, credible process, and credible investigators; and

WHEREAS, the independent investigation criteria includes a community representative component to the independent investigation teams whereby a minimum of two nonlaw enforcement community representatives will be assigned to each independent investigation to participate in vetting, interviewing, and selecting of investigators; reviewing conflict of interest statements; being present at briefings; having access to the investigation files when complete; being providing media communications prior to release; and reviewing notifications of equipment use; and

WHEREAS, the Administration has interviewed and selected ten (10) City of Lake Forest Park residents as community representatives for the City that will be recommended as members of an independent investigation team; and

WHEREAS, in 2020, agencies in the north end of King County developed a team referred to as the Independent Force Investigation Team – King County (IFIT-KC) to

serve the participating agencies by providing independent investigations following the rules of Chapter 139-12 WAC in regard to officers involved in uses of deadly force; and

WHEREAS, the Lake Forest Park City Council desires to formalize the City's participation in the IFIT-KC by entering into an Interlocal Agreement between the participating agencies of Washington State Patrol, King County Sheriff's Office, University of Washington, and the cities of Bellevue, Clyde Hill, Duvall, Kirkland, Issaquah, Lake Forest Park, Medina, Mercer Island, Redmond, and Snoqualmie/North Bend.

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

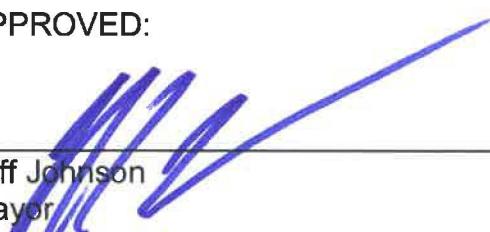
Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington approves and authorizes the Mayor to sign the Interlocal Agreement between participating agencies in north King County for the Independent Force Investigation Team – King County, attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 28th day of January, 2021.

APPROVED:

Jeff Johnson
Mayor



ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: January 22, 2021
PASSED BY THE CITY COUNCIL: January 28, 2021
RESOLUTION NO.: 1799

EXHIBIT A
to Resolution 1799

**INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL
 AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE,
 UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL,
 KIRKLAND, ISSAQAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND,
 AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE
 INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, University of Washington, and King County, collectively referred hereinafter as the “Parties” to provide law enforcement mutual aid and mobilization between the Parties. The “member agencies” of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie/North Bend PD; and
- University of Washington Police Department.

I. RECITALS

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011 requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

II. AGREEMENT

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).
2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.
3. **ADMINISTRATION.**

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”).

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:
 - a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.
 - b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
 - c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
 - d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.

- e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer's employing agency pursuant to that agency's policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

5. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.

Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

III. GENERAL PROVISIONS

1. INDEMNITY AND HOLD HARMLESS.

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.

- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and/or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations, and/or agreements between the Parties relating to the subject matter of this Agreement and to independent investigative services for law enforcement-involved deadly uses of force, and it constitutes the entire contract between the Parties.
4. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and it shall become effective for a subsequently signing member on the date it is signed by the member. It shall remain effective until December 31, 2021, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.

8. AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized officers as of the day and year written below for each.

CITY OF BELLEVUE

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk
Approved as to Form: _____

City Attorney _____

CITY OF KIRKLAND

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk
Approved as to Form: _____

City Attorney _____

CITY OF MEDINA

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk
Approved as to Form: _____

City Attorney _____

CITY OF DUVALL

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk
Approved as to Form: _____

City Attorney _____

CITY OF CLYDE HILL

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk
Approved as to Form: _____

City Attorney _____

CITY OF MERCER ISLAND

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk
Approved as to Form: _____

City Attorney _____

CITY OF REDMOND

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk _____
Approved as to Form: _____
City Attorney _____

WASHINGTON STATE PATROL

Name: _____
Title: _____
Date: _____
Attest: _____
Clerk _____
Approved as to Form: _____
Attorney _____

UNIVERSITY OF WASHINGTON

Name: _____
Title: _____
Date: _____
Attest: _____
Clerk _____
Approved as to Form: _____
Attorney _____

CITY OF SNOQUALMIE

Name: _____
Title: _____
Date: _____
Attest: _____
City Clerk _____
Approved as to Form: _____
City Attorney _____

KING COUNTY SHERIFF'S OFFICE

Name: _____
Title: _____
Date: _____
Attest: _____
Clerk _____
Approved as to Form: _____
Attorney _____

CITY OF ISSAQAH

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk

Approved as to Form: _____

City Attorney _____

CITY OF LAKE FOREST PARK

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk

Approved as to Form: _____

City Attorney _____

City Council Presentation

January 22, 2026

IFIT-KC Update and ILA Modification (Seattle PD)

Chief Harden and Cmdr. Adams
Lake Forest Park Police Department





Presentation Outline

- ❑ Review of the Independent Investigative Teams (IIT) that are mandated by law.
- ❑ Update on Lake Forest Park PD's role as part of King County's IIT (KC-IFIT)
- ❑ Addition of Seattle PD to KC-IFIT due to the federal consent decree being lifted.



Initiative 940

- Passed by voters in November 2018
 - Mandates de-escalation, mental health, and first aid training for LE.
 - Modified the standards for use of deadly force by LE - Good Faith (Reasonable Officer standard) vs. acting with “malice”
 - Mandates independent investigations for uses of force by LE resulting in death, substantial bodily harm, or great bodily harm.



Independent Investigation Teams

RCW 10.114.011

- Except as required by federal consent decree, federal settlement agreement, or federal court order, where the use of deadly force by a peace officer results in death, substantial bodily harm, or great bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies. The investigation must be completely independent of the agency whose officer was involved in the use of deadly force and conducted in accordance with chapter 43.102 RCW.



Independent Investigation Teams

WAC 139-12-030

(Five fundamental principles of independent deadly force investigations)

- Independence: Procedural regulations for independent investigations are designed prohibit undue influence, or the appearance of undue influence, by the involved agency
- Transparency: Community representative review of investigation (2 per incident)
- Communication: IIT family liaison and weekly press releases
- Credible process: Best practices approach, established and updated by CJTC
- Credible investigators: Vetting of detectives and lead investigators. 3 years minimum experience as an investigator, advanced training, no sustained allegations of serious misconduct.



Independent Investigation Teams

IMPORTANT TO REMEMBER!

- Independent investigations of officer-involved uses of deadly force are ***criminal investigations***, not administrative investigations



IFIT-KC Agencies





IFIT-KC and Lake Forest Park PD

- The Department has participated in this team since the initiative began
- Assignments to IFIT-KC are ancillary to duties at PD
- LFP PD currently staffs one Assistant Commander role and two detective positions on IFIT-KC
- **For 2026:** Adding three detectives to the team, certifying one as a lead investigator



IFIT-KC and Seattle PD



- Seattle PD federal consent decree in 2012
- Satisfied consent decree requirements 9-3-25
- Washington law requires that SPD join a local IIT
- Temporary MOU with KCSO
- Requesting a more permanent solution by joining KC-IFIT
- WA Attorney General's Office of Independent Investigations has declined to take over Seattle due to staffing



IFIT-KC and Seattle PD



- SPD averages between 2 and 4 use of force incidents per year that would require a team activation.
- SPD will bring considerable resources to IFIT-KC which will lessen the burden on existing KC-IFIT agencies for those incidents outside of Seattle:
 - Commanders
 - Supervisors
 - Lead Investigators
 - Detectives
 - Evidence Technicians



Proposed Resolution

- Authorizes the Mayor to sign a modification to the existing IFIT-KC Interlocal Agreement adding Seattle PD as an included agency and clarifying IFIT-KC protocols.



Questions?

Thank you!

Chief Mike Harden

Cmdr. Ross Adams

RESOLUTION NO. 26-2061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REAFFIRMING THE CITY OF LAKE FOREST PARK'S COMMITMENT TO COMMUNITY POLICING, DE-ESCALATION, AND THE PROTECTION OF CONSTITUTIONAL RIGHTS.

WHEREAS, Renee Nicole Good was shot and killed during an encounter with federal immigration agents while attending a protest in Minneapolis, Minnesota, an incident that has raised serious public concern; and

WHEREAS, federal immigration agents have, in multiple recent incidents, been accused of using deadly force and detaining individuals participating in protest or observation activities; and

WHEREAS, federal immigration agents have detained hundreds of US citizens in recent months, often without charges or with charges dismissed by courts; and

WHEREAS, Resolution 1606 proclaims the City of Lake Forest Park a welcoming, inclusive, and safe community, and affirms the City's commitment to protecting civil rights and fostering trust between residents and law enforcement; and

WHEREAS, the United States Constitution guarantees "the right of the people peaceably to assemble, and to petition the government for a redress of grievances," and that right includes the ability to protest unjust practices; and

WHEREAS, the City of Lake Forest Park and its police department are committed to community policing; and

WHEREAS, excessive force, abuse, or improper conduct by federal agents purporting to enforce the nation's laws threatens the trust that underpins the effectiveness of community policing and the lives, rights, and liberties of our community; and

WHEREAS, the City of Lake Forest Park Police Department's top value is "the sanctity of all life," and the Law Enforcement Code of Ethics states that the "fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice"; and

WHEREAS, the Lake Forest Park Police Department directive 2025-003 states that “when LFPPD officers respond to incidents where authentic armed federal agents may be involved, it is critical for LFPPD officers to safely self-identify and simultaneously confirm the identity of any law enforcement personnel from other agencies involved”; and

WHEREAS, RCW 10.120.020 requires law enforcement in the State of Washington to “use reasonable care when determining whether to use physical force or deadly force and when using any physical force or deadly force against another person,” to “when possible, use all de-escalation tactics that are available and appropriate under the circumstances before using physical force,” and to “use the least amount of physical force necessary to overcome resistance under the circumstances”; and

WHEREAS, RCW 10.93.190 requires “Any identifiable [Washington] on-duty peace officer who witnesses another [Washington] peace officer engaging or attempting to engage in the use of excessive force against another person shall intervene when in a position to do so to end the use of excessive force or attempted use of excessive force, or to prevent the further use of excessive force. A peace officer shall also render aid at the earliest safe opportunity in accordance with RCW 36.28A.445 to any person injured as a result of the use of force”; and

WHEREAS, the people of Lake Forest Park take pride in our tradition of nonviolent protest.

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

Section 1. The City Council declares its solidarity with the people of Minneapolis as they mourn the death of Renee Nicole Good and address community concerns regarding federal law enforcement activity.

Section 2. The City Council declares its sympathies to Renee Nicole Good's wife, children, and loved ones.

Section 3. The City Council reaffirms that the Lake Forest Park Police Department emphasizes de-escalation and community policing and supports residents peacefully exercising their constitutional rights to assemble, and to observe and/or document law enforcement. Further, the City Council reaffirms that Lake Forest Park Police Department personnel, if possible, confirm the identity of federal law enforcement agents when responding to incidents potentially involving federal law enforcement actions taking place within the City.

Section 4. Nothing in this resolution is intended to regulate or direct federal law enforcement agencies performing lawful operations.

Section 5. 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.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 22nd day of January 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2059

City Administrator Report

City of Lake Forest Park

Date: January 22, 2026

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French
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

Death Report

Officers responded to an unresponsive 20-year-old male who had just lost consciousness in his residence. His mother tried to do CPR but was unsuccessful. No foul play. It was established that it was a cardiac arrest.

Officers responded to an unresponsive adult male in his bathroom (possible cardiac arrest). Ofc. Carlsrud started CPR until the fire department personnel arrived. Unfortunately, the subject died at the scene.

Contact of a Person

A community member came to the PD regarding “mental manipulation”. He did not make any sense but there was not enough evidence to send him to the hospital for evaluation. He agreed to go to Kirkland Connections for assistance but did not know how to reach the facility. One of our officers transported the subject to Connections.

Welfare Check

A medical provider called the PD regarding one of his patients not showing up for a medical appointment. Officers went to his house and spoke with the subject. He was sick, didn’t want to go to the appointment and forgot to call the doctor’s office.

Trespass

Subject went back to Mr. Green after been trespassed in 2024. The trespass was still valid. The subject left before the arrival of the officers. He was cited via investigation.

Assist

Officers assisted Everett PD with a subject who lives in our town, has severe MS, and shouldn't drive. The subject caused a hit & run in Everett. Everett PD took over the case.

Officers assisted KCSO (Shoreline) with a subject with a knife. No use of force by officers.

LFPPD K9 Bella assisted Bothell PD with a suspicious vehicle. Positive alert for illegal narcotics. Illegal substances were found in the vehicle. The subject was booked and released.

LFPPD K9 Bella assisted Bothell PD with another suspicious vehicle. Positive alert. Bothell PD seized the vehicle and asked judicial permission for a search. The investigation is in progress.

A community member advised the police that some water lids located on NE 175th St, west of SR 104 (town center property), were left open. Patrol closed them but realized that the lock did not work properly. They advised the water district about the issue.

DUI

A community member called the police because he noticed an adult male slumped in a running vehicle on NE 178th St. Officers woke him up and the subject tried to drive away. He refused to open the door of the vehicle, so the officers broke the window and removed the subject. He was arrested and booked for DUI and Obstructing.

Theft

Attempted theft at Safeway. A subject concealed a lot of items in his pockets but decided to pay for them when he was confronted by one of our officers.

A package was stolen from a porch on the 19000 block of 53rd Ave NE. No suspects.

Officers responded to a theft in progress at Mr. Greens. The subject stole money from a tip jar. He was booked.

Traffic Accident

One of our officers witnessed the driver of a "Vespa" hitting a curb on NE 147th St (as he was making a lefthand turn) and "flying" in the air. The driver landed badly but did not sustain any injuries.

Suspicious

Two subjects caught having sex in their car in Horizon View Park. They were warned. They understood and left.

DV

Officers responded to a DV in progress. A drunk female assaulted her ex-boyfriend. She went to jail.

Radar Message Trailers – Arrival and Initial Deployment

The City has received the new Radar Message Trailers, and initial deployment has already begun. These trailers will play an important role in traffic safety, data collection, and future planning efforts.

Two of the trailers are currently deployed and actively collecting speed and traffic volume data in support of the City's traffic safety camera project. The data gathered during this phase will help establish baseline traffic patterns and inform implementation decisions.



The first operational deployment of a Radar Message Trailer was conducted in coordination with Public Works at the Hillside sinkhole location. The trailer was positioned to provide speed awareness messaging to drivers while simultaneously collecting traffic data in an area impacted by roadway conditions and active monitoring.

Additional deployments will continue throughout the city as part of both traffic safety initiatives and data-driven planning efforts. Staff will provide updates as more data is collected and as the program expands.



Lake Forest Park



Traffic Safety

Traffic Safety Highlights

Speed Emphasis:

- 19700blk of 40th Ave NE and 45th Ave NE
- NE 195th St and 35th Ave NE

Stop Sign Emphasis:

- 1600blk of 37th Ave NE
- 4600blk of NE 201st Pl
- 19500blk of 40th Pl NE
- 4700blk of NE 203rd St

Notable Speed Violations:

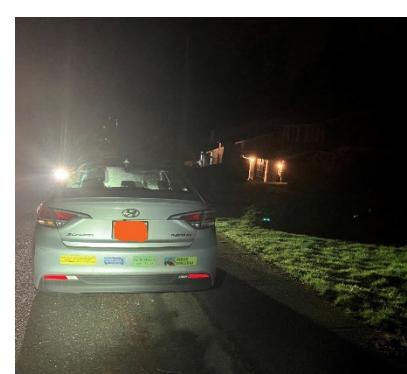
- Bothell Way – three vehicles cited for going 60+mph (in a 40mph)

Parking:

- A vehicle parked on the wrong side of the road in the 3500blk of NE 147th St and was cited.
- In the 14700blk of 37th Ave NE, a vehicle was cited for parking within 15ft of a fire hydrant.
- A vehicle parked in a disabled parking spot in the lower mall lot. The driver said they had just made a drop off and “parked wrong.” It was an Amazon contractor.



A newly installed parking sign gets enforced!
In the 3500blk of NE 147th St



Also, you cannot park on the sidewalk...

Abandoned vehicle:

In the 2500blk of NE 195th St, a vehicle had grown moss and been parked in roadway for an unknown amount of time. The vehicle was tagged for removal.

Bus lane violation:

A 33ft cement truck committed a bus lane violation (with fresh cement churning).

Collisions:

A collision at NE 147th St and SR104 with a vehicle vs. vespa. The vespa rider attempted a left hand turn from SB 522 onto NE 147th St. This was witnessed by one of the officers.

Move Over Slow Down: RCW 41.64.212

In the 20200blk of 37th Ave NE, an officer gave a driver a warning per the “Move Over Slow Down” law.

Other Notable Traffic Issues:

There have been quite a lot of traffic stops for vehicles without license plates displayed. Drivers have been reporting that their plates had been stolen before, so they didn’t put them on the vehicle. Officers are educating the public on proper plate display rules.

An officer, on their way to work, observed a collision in the Monroe area, observing reportable damage. Upon investigation for injuries, the driver complained of chest pain. The officer stayed on scene until local police and fire arrived.

An officer assisted a driver with a vehicle in the ditch and provided courtesy transport to their residence.

In the 17000blk of Brookside Blvd, a driver was pulled over for expired registration and found she had a warrant out of Bothell. The driver was taken into custody and transported to Bothell.

Bothell police requested assistance from LFPPD’s UAV/Drone unit in an eluding incident. A Bothell officer observed a vehicle with no plates. As they attempted a traffic stop, the vehicle took off from the officer. The suspect vehicle then collided with another vehicle (hit and run) and the suspect vehicle ended up crashing into a nearby neighborhood (in Bothell), where the male and female subjects fled the scene. Our UAV operator (along with Bothell) assisted in the capture of the suspects.

A driver was cited for improper lights (neon blue/green underglow lights). The driver also was shown to have a suspended license and no insurance. They were cited.

II. Internal City Information**III. Council Information****IV. Response to Citizen and Council Comments****V. Contract Reporting**

AG-25-063: Always Active Services, \$45,200, road repair on 17000BLK 33rd Ave NE

VI. Legislative Update**VII. Community Events****VIII. Upcoming City Sponsored Events****IX. Meetings Calendar****Parks and Recreation Advisory Board Meeting (hybrid meeting)**

January 27, 2026, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

Tree Board Meeting (hybrid meeting)

February 4, 2026, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

Planning Commission Meeting (hybrid meeting)

February 10, 2026, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

City Council Work Session (hybrid meeting)

February 12, 2026, 6:00 PM - 7:00 PM City Hall and via Zoom

[More Details](#)

City Council Regular Meeting (hybrid meeting)

February 12, 2026, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

North King County Coalition on Homelessness**February 19, 2026, 1:00 PM - 2:30 PM**[More Details](#)**City Council Budget & Finance Committee Meeting (hybrid meeting)****February 19, 2026, 6:00 PM - 7:30 PM City Hall and via Zoom**[More Details](#)**City Council Retreat****February 21, 2026, 9:00 AM - 4:00 PM Fire Station 51**[More Details](#)**Parks and Recreation Advisory Board Meeting (hybrid meeting)****February 24, 2026, 7:00 PM - 9:00 PM City Hall and via Zoom**[More Details](#)**City Council Regular Meeting (hybrid meeting)****February 26, 2026, 7:00 PM - 9:00 PM City Hall and via Zoom**[More Details](#)