



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, January 23, 2025 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:

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

Join Zoom Webinar: <https://us06web.zoom.us/j/86956701488>
Call into Webinar: 253-215-8782 | Webinar ID: 869 5670 1488

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.cityofflp.gov

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

AMENDED

AGENDA

1. CALL TO ORDER: 7:00 PM
2. PLEDGE OF ALLEGIANCE
3. ADOPTION OF AGENDA
4. 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 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.***

5. PRESENTATIONS

A. AMENDED - Community Survey Results

6. 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.** January 9, 2025 City Council Work Session Minutes
- B.** January 9, 2025 City Council Regular Meeting Minutes
- C.** City Expenditures for the Period Ending 1/23/2025
- D.** Resolution 25-1998/Authorizing the Mayor to Sign an Interlocal Agreement with the City of Shoreline to Provide an After-School Program, "Hang Time", for Kellogg Middle School for the Calendar Years 2025-2026
- E.** Resolution 25-1999/Authorizing the Mayor to Sign an Agreement with Sound Generations of Seattle-King County for the Shoreline/Lake Forest Park Senior Center for Calendar Years 2025-2026
- F.** Resolution 25-2000/Authorizing the Mayor to Sign an Agreement with Center for Human Services for Substance Abuse and Mental Health Counseling and Treatment for Calendar Years 2025-2026
- G.** Resolution 25-2001/Authorizing the Mayor to Sign an Agreement with The Friends of Third Place Commons for Calendar Years 2025-2026

H. Resolution 25-2002/Authorizing the Mayor to Sign an Agreement with ShoreLake Arts for Calendar Years 2025-2026

I. Resolution 25-2003/Authorizing the Mayor to Sign an Agreement with the Shoreline Historical Museum for Calendar Years 2025-2026

7. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Resolution 25-2004/Declaring Certain Assets as Surplus for Disposition Through Direct Sale or Public Auction

B. Resolution 25-2005/Authorizing the Mayor to Sign an Agreement with PrintWest, Inc. for Quarterly Newsletter Printing and Mailing Services

8. COUNCIL DISCUSSION AND ACTION

A. Update on funding for the 40th Place roundabout.

9. OTHER BUSINESS

10. COUNCIL COMMITTEE REPORTS

A. Councilmember Reports

B. Mayor's Report

C. City Administrator's Report

11. EXECUTIVE SESSION

A. AMENDED - Executive Session - Potential Litigation pursuant to RCW 42.30.110(1)(i)

12. ADJOURN

FUTURE SCHEDULE

- Thursday, February 13, 2025, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*

- Thursday, February 13, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

- Monday, February 17, 2025 – President's Day, City Hall closed

- Thursday, February 20, 2025, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*

- Monday, February 24, 2025, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, February 27, 2025, 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.



Lake Forest Park

Community Survey


Olympic Research
and Strategy

Study Background

The City of Lake Forest Park is facing a \$1.5 million annual budget shortfall driven by rising costs for essential services such as public safety, and infrastructure maintenance. Limited by a 1% annual property tax revenue cap, the city has implemented cost-cutting measures but still faces tough decisions. Previous levy proposal of 2021 has not passed, highlighting the need to understand community concerns and priorities prior to introducing a temporary levy in 2025.

Study Objectives



Understand why previous levy efforts were unsuccessful.

Identify a levy structure and positioning that resonates with residents to address the budget shortfall.

Gauge community reactions to a temporary levy option as a potential solution.

Develop effective messaging and communication strategies for introducing a potential 2025 levy.

Methodology

Multi-methodology

- *Address-based paper survey with QR code and unique pin for online survey option*
- *Telephone survey option*
- *Post-notification post cards sent after the paper survey to encourage participation*
- *Paper surveys and post cards were sent to 5,395 households*
- *Online survey offered in both English and Spanish*

Data collected between: November 6th, 2024, and November 26th, 2024

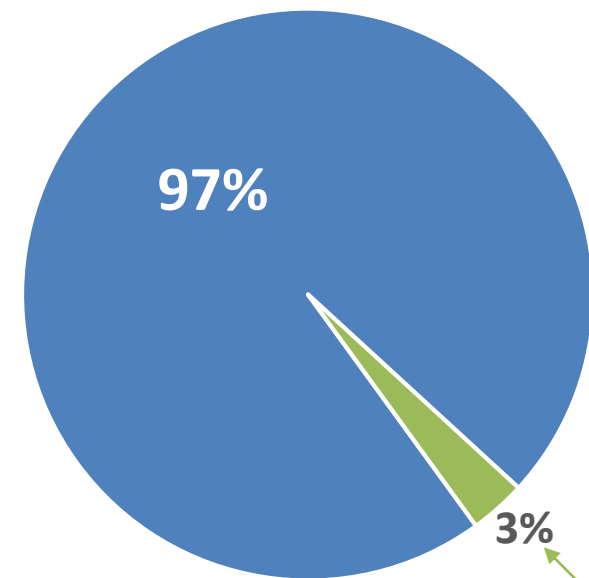
- *526 (online) and 413 (mail-in and phone-in) surveys were collected.*
- *Respondents who are not registered to vote, not planning to register, and/or unlikely to vote in the next election were removed from the total respondent data set.*
- *Duplicate respondents (those responding both online and through mail) had their second entry deleted.*
- *A total of (918) surveys are included in the final data set.*

Response rate – 17.02%

Confidence interval of +/-2.95% (95% confidence level, assuming worst case scenario)

LFP survey respondents are highly engaged voters. Nearly all are currently registered to vote in LFP, voted in the 2024 general election, and are certain or likely to vote in the November 2025 election.

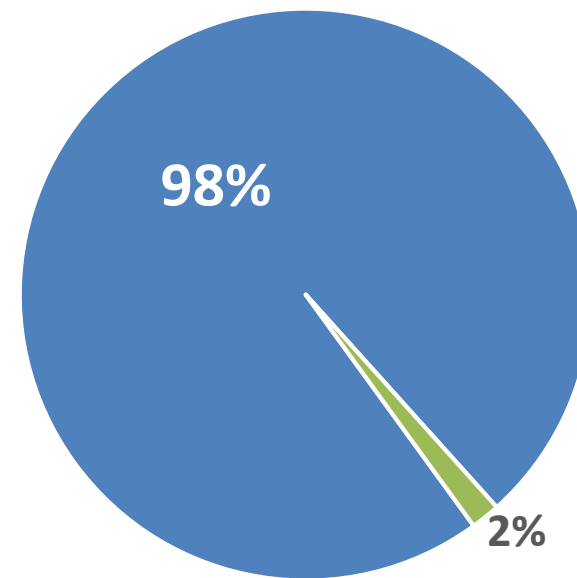
Currently registered to vote in LFP



■ Yes ■ No/Not Sure

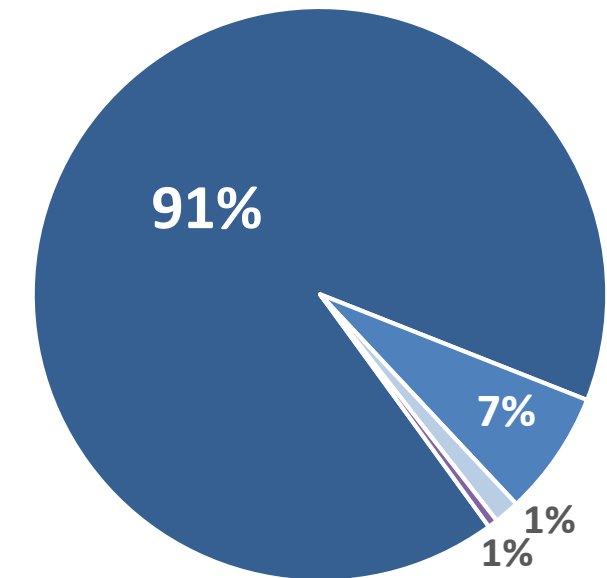
1% are likely to register before the Nov. 2025 election, 1% are unlikely to register and 1% are unsure.

Voted in 2024 General Election



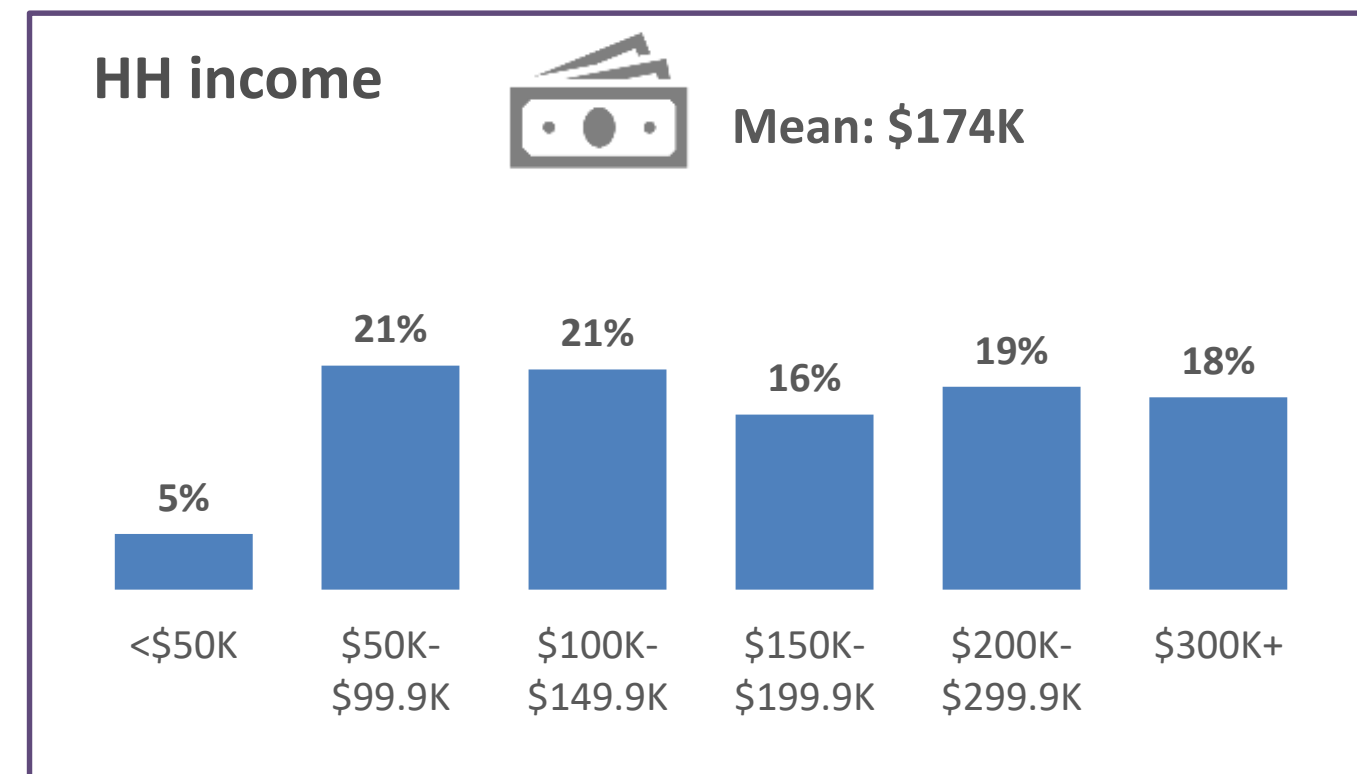
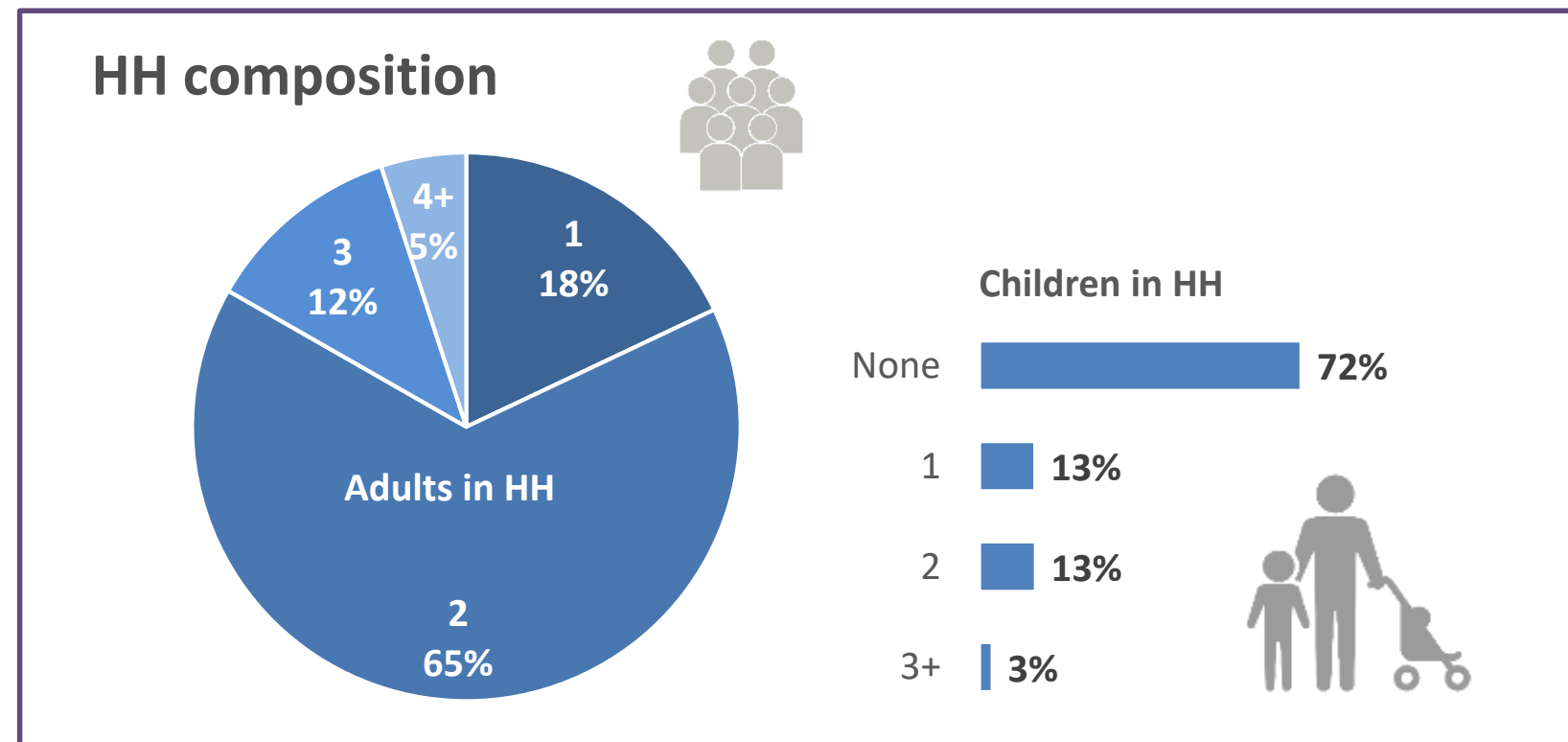
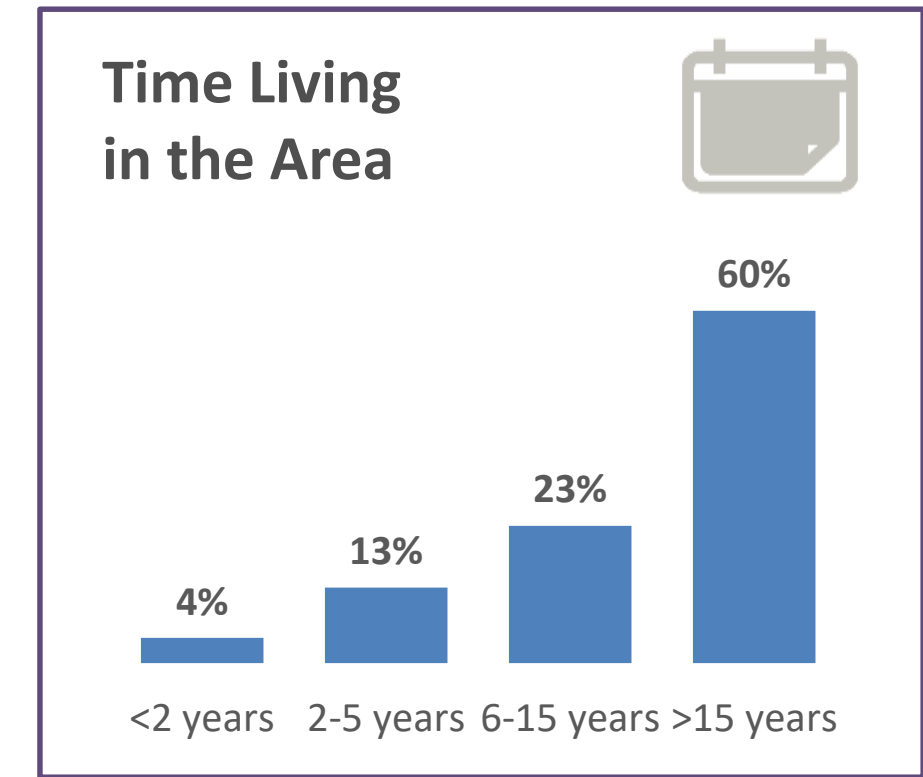
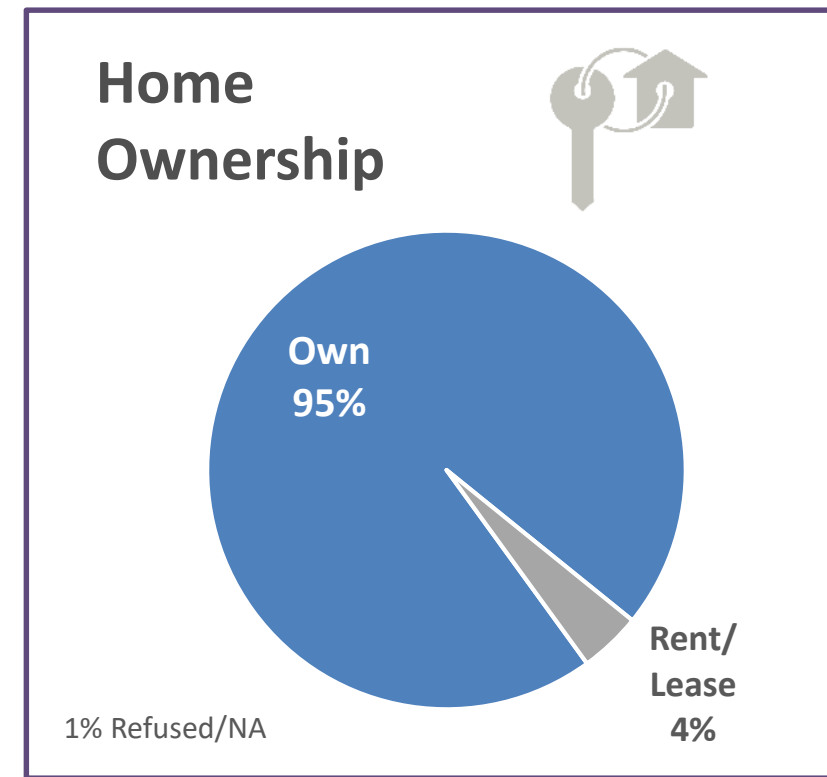
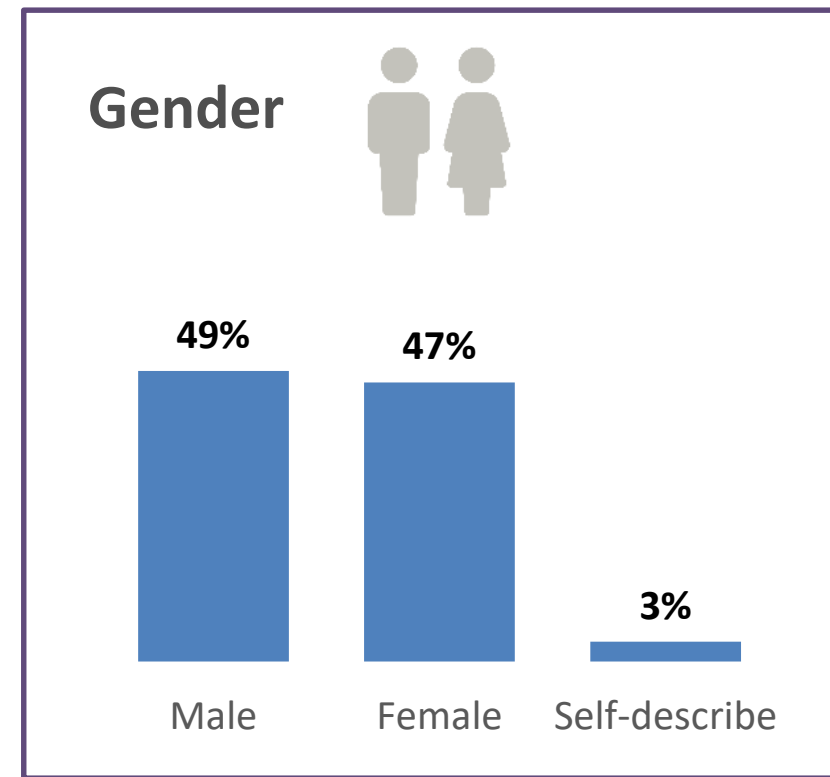
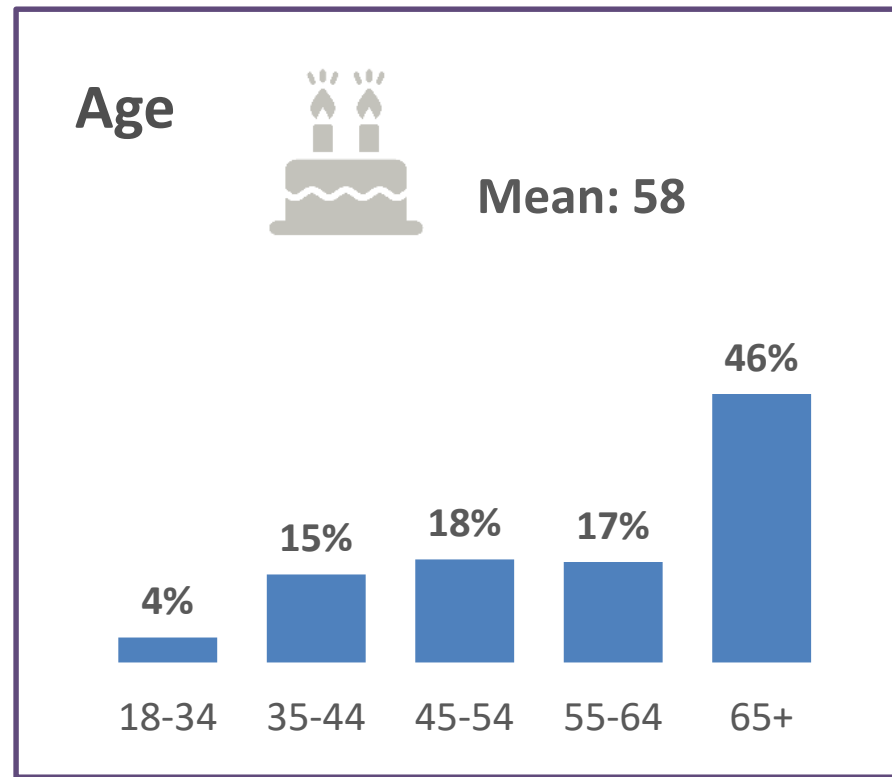
■ Yes ■ No

Voting in November 2025 Election



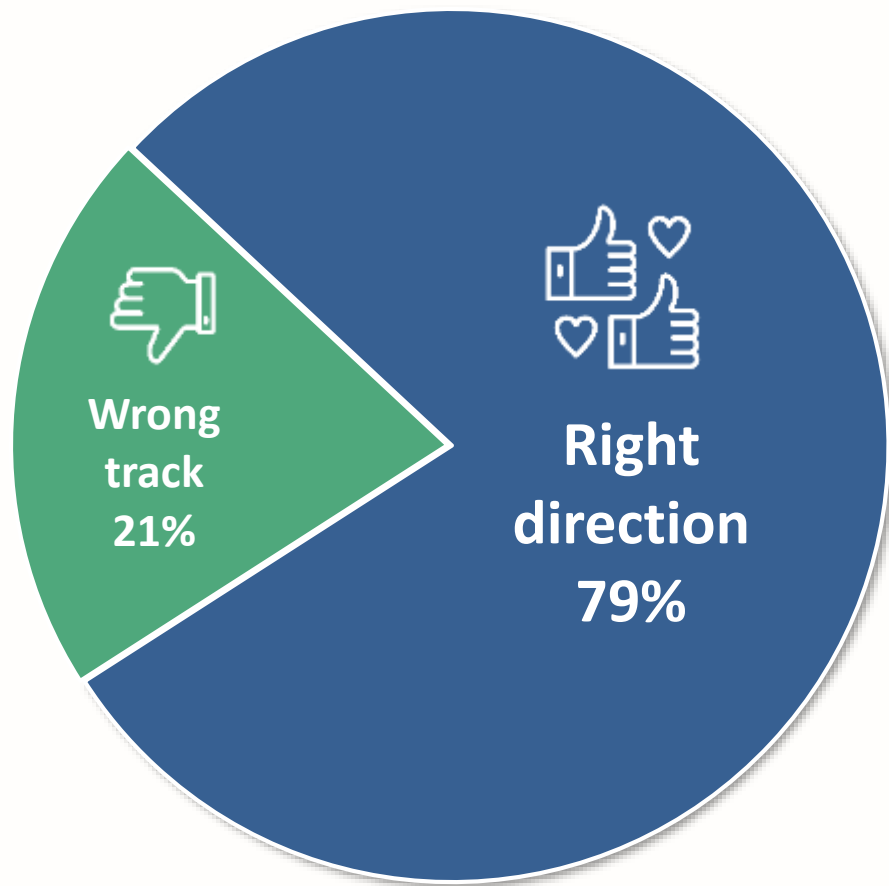
■ Absolutely certain to vote
■ Probably will vote
■ Chances are 50-50
■ Will not vote

Demographic Overview of Survey Respondents



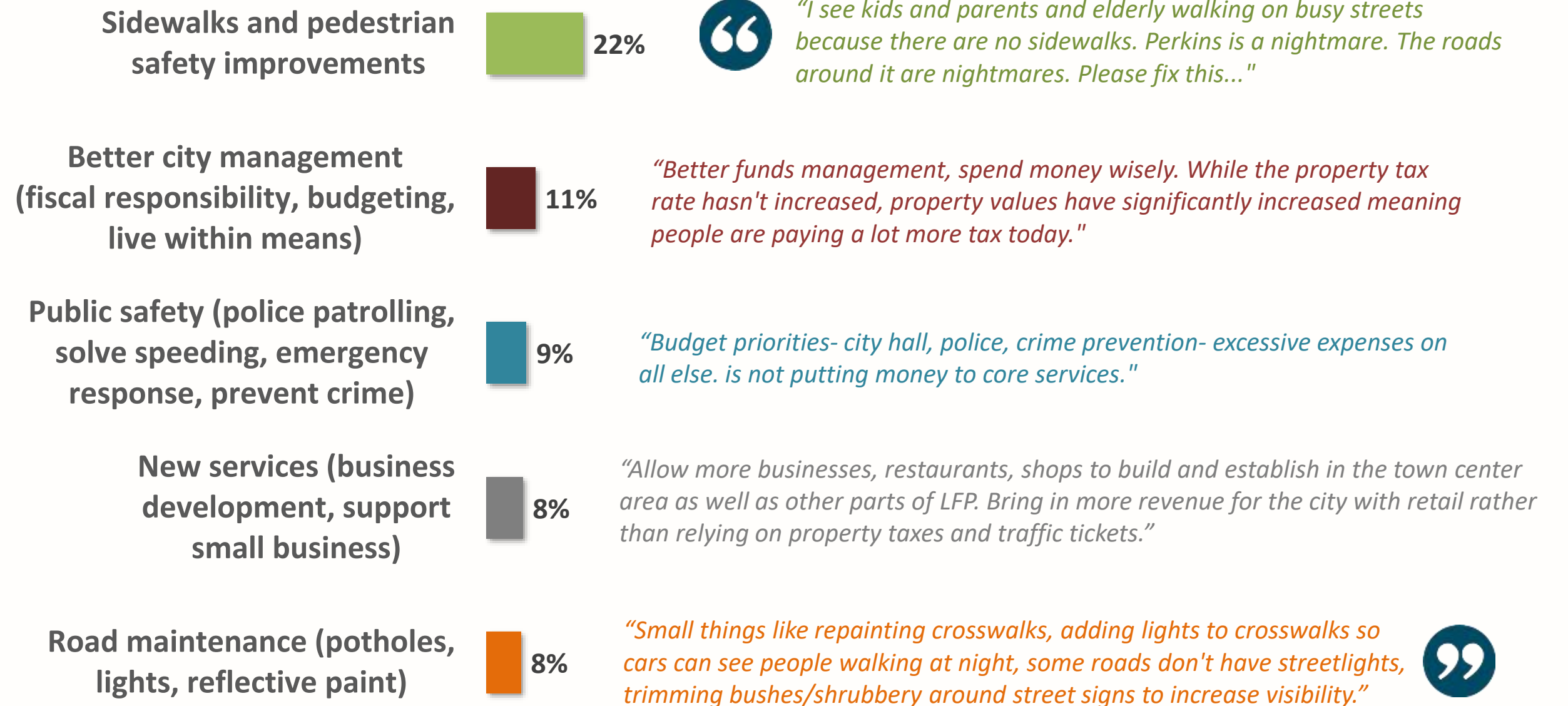
Four out of five believe things in Lake Forest Park are going in the right direction. Sidewalks/pedestrian safety leads as the top suggested improvement.

Things in Lake Forest Park...



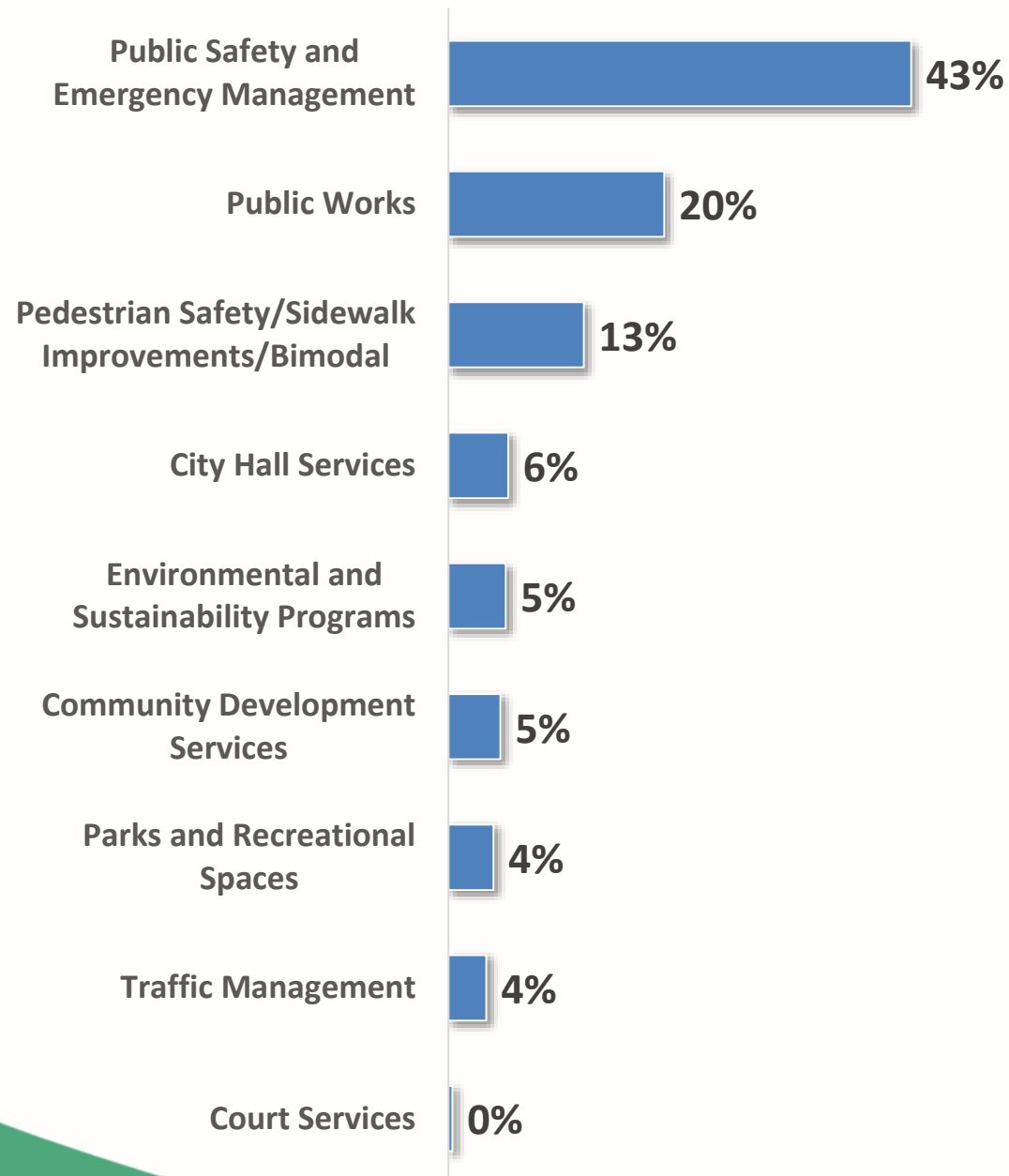
'Wrong track' opinions are significantly higher among those who voted 'no' on the 2021 levy (39%) and those opposed to the 6-Year temporary levy (50%).

Suggestions for Improvement (Top Mentions)

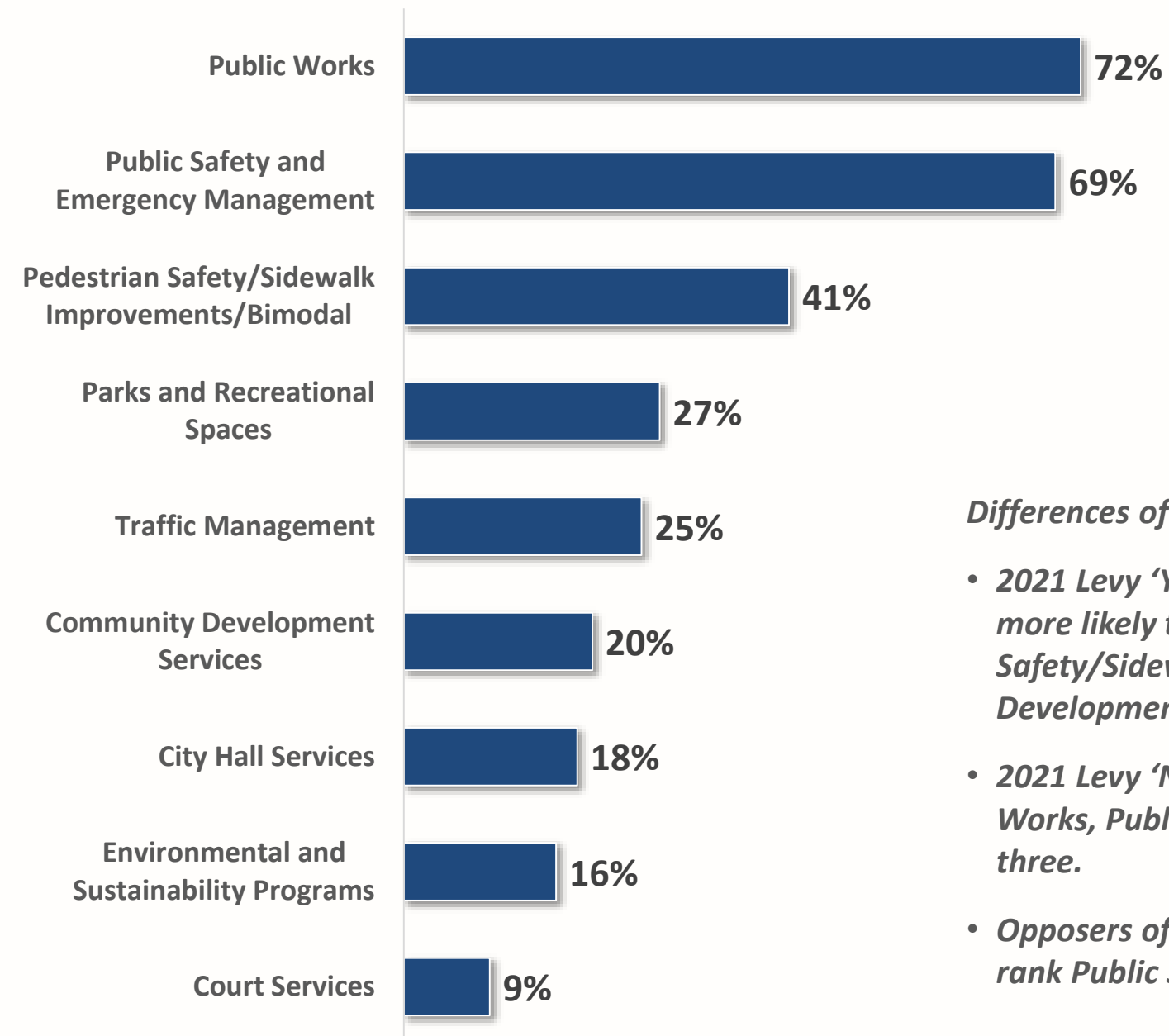


Public Safety/Emergency Management stands apart as the #1 prioritized service, followed by Public Works and, more distantly, Pedestrian Safety.

Service Prioritization: Ranked #1



Service Prioritization: Ranked #1, #2 or #3



Top Priorities

#1 

#2 

#3 

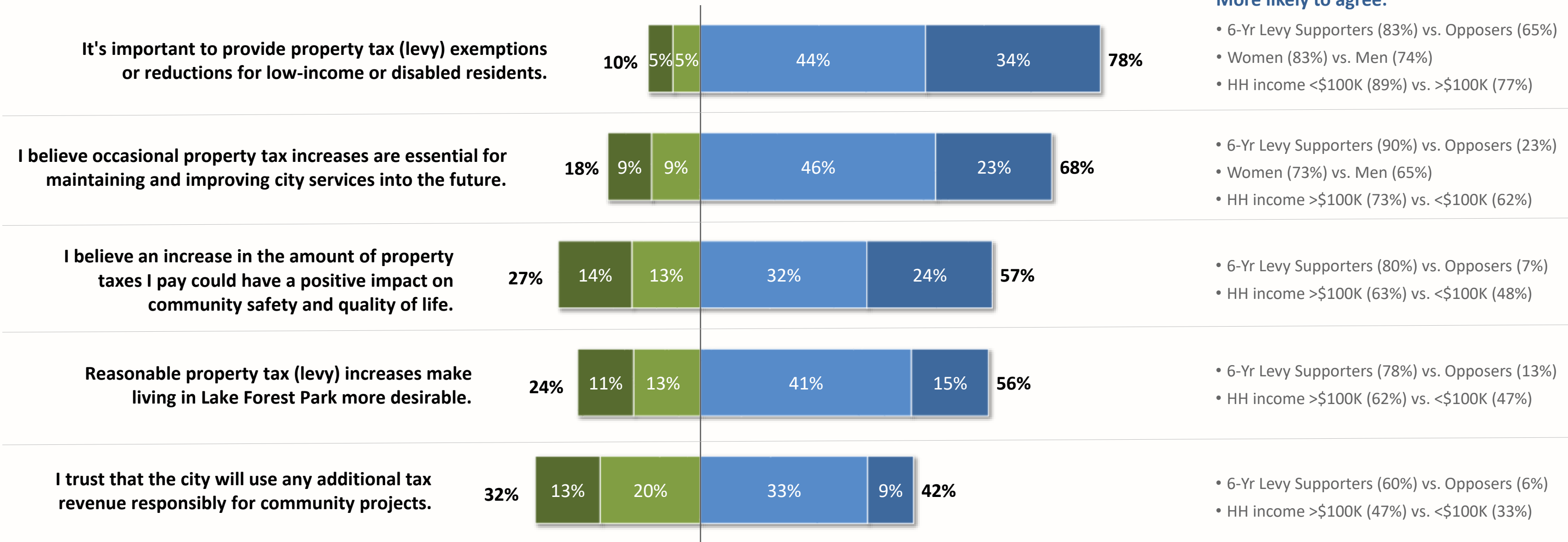
Differences of note...

- 2021 Levy 'Yes' voters and Supporters of the proposed 6-Year Levy are more likely than their counterparts to rank Pedestrian Safety/Sidewalks/Bimodal, Parks and Rec Spaces, and Community Development among their top three.
- 2021 Levy 'No' voters are more likely than 'Yes' voters to rank Public Works, Public Safety, Traffic Management, and Court Services in their top three.
- Opposers of the proposed 6-Year Levy are more likely than Supporters to rank Public Safety and Traffic Management in their top three.

Over three fourths feel it is important to have tax exemptions or reductions for some residents, and two thirds agree occasional tax increases are essential for maintaining and improving services.

Statement Agreement

Strongly Disagree Disagree Agree Strongly Agree



More likely to agree:

- 6-Yr Levy Supporters (83%) vs. Opposers (65%)
- Women (83%) vs. Men (74%)
- HH income <\$100K (89%) vs. >\$100K (77%)
- 6-Yr Levy Supporters (90%) vs. Opposers (23%)
- Women (73%) vs. Men (65%)
- HH income >\$100K (73%) vs. <\$100K (62%)
- 6-Yr Levy Supporters (80%) vs. Opposers (7%)
- HH income >\$100K (63%) vs. <\$100K (48%)
- 6-Yr Levy Supporters (78%) vs. Opposers (13%)
- HH income >\$100K (62%) vs. <\$100K (47%)
- 6-Yr Levy Supporters (60%) vs. Opposers (6%)
- HH income >\$100K (47%) vs. <\$100K (33%)

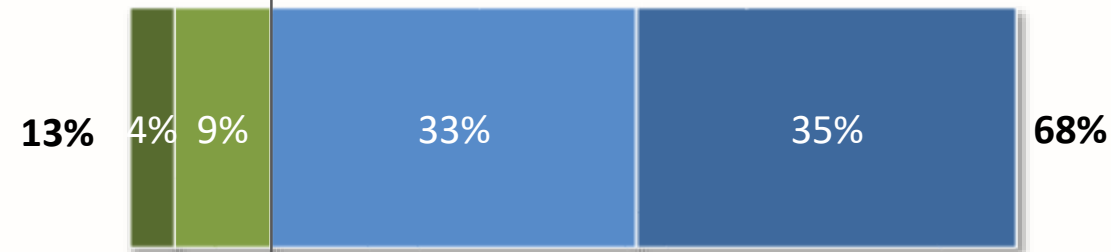
Only ratings of agree (4-5) or disagree (1-2) are shown. (Ratings of neither agree nor disagree (3) are not shown.) The **bold** percentages represents the corresponding net total Agree / Disagree.

Most believe the city should have explored all other options before asking for a property tax increase. They don't feel the city has clearly communicated the reasons for requested tax increases and how additional revenues will be used.

Statement Agreement

Strongly Disagree Disagree Agree Strongly Agree

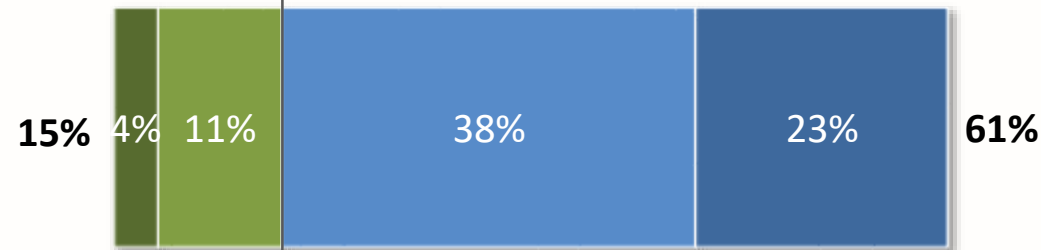
Despite the City Council's efforts to raise revenue, I believe the city should still explore further funding sources before considering a property tax (levy) increase.



More likely to agree:

- 6-Yr Levy Opposers (91%) vs. Supporters (55%)

I don't feel the city clearly communicates with the residents on certain topics such as the reasons for a property tax (levy) increase and how additional revenues will be used.

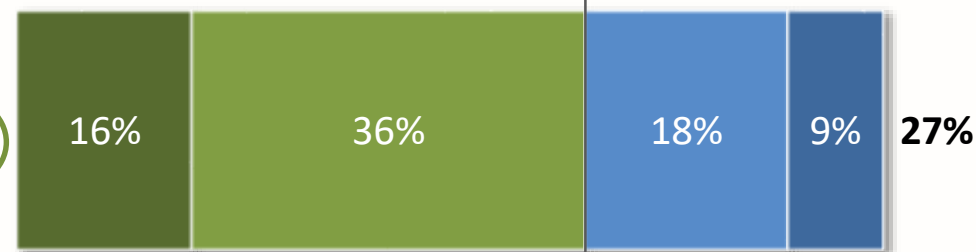


More likely to agree:

- 6-Yr Levy Opposers (77%) vs. Supporters (52%)

I don't believe the city services I use would benefit from additional funding.

52%



More likely to disagree:

- 6-Yr Levy Supporters (70%) vs. Opposers (16%)
- Ages 18-34 (73%) vs. 35-64 (55%) or 65+ (46%)
- HH income <\$100K (44%) vs. >\$100K (57%)

More likely to agree:

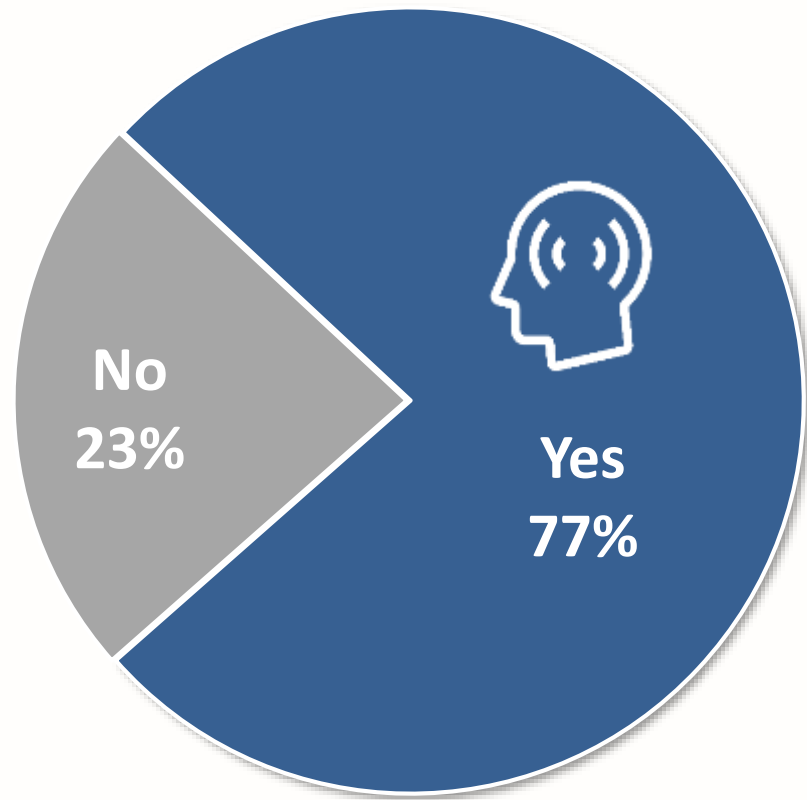
- 6-Yr Levy Opposers (64%) vs. Supporters (9%)
- Men (30%) vs. Women (21%)
- HH income <\$100K (35%) vs. >\$100K (23%)

Half DISAGREE, indicating that they DO BELIEVE the city services they use would benefit from additional funding.

Only ratings of agree (4-5) or disagree (1-2) are shown. (Ratings of neither agree nor disagree (3) are not shown.)
The **bold** percentages represents the corresponding net total Agree / Disagree.

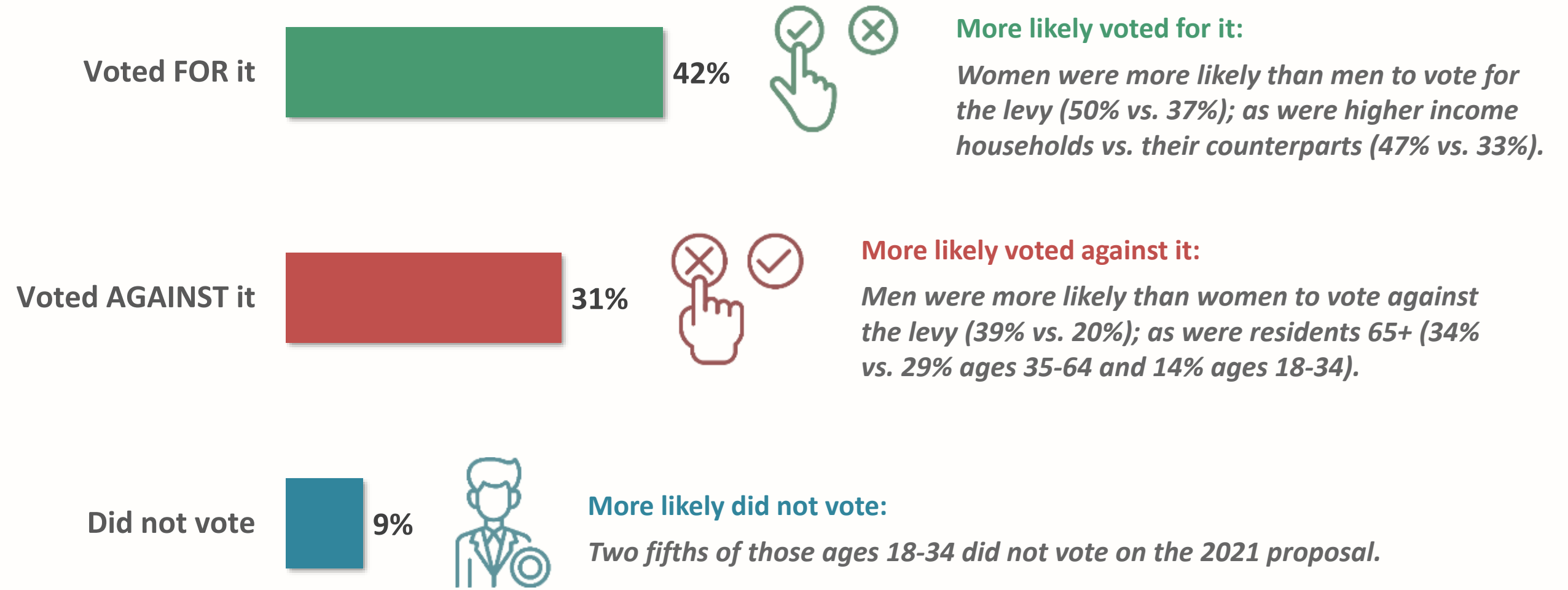
Close to four in five were aware of the 2021 Levy proposal and its objectives, but just two in five say they voted for it.

Aware of 2021 Levy



Awareness was significantly higher among ages 35 and older (78%); more than half (55%) of residents ages 18-34 were unaware of the levy.

2021 Levy Voting Behavior

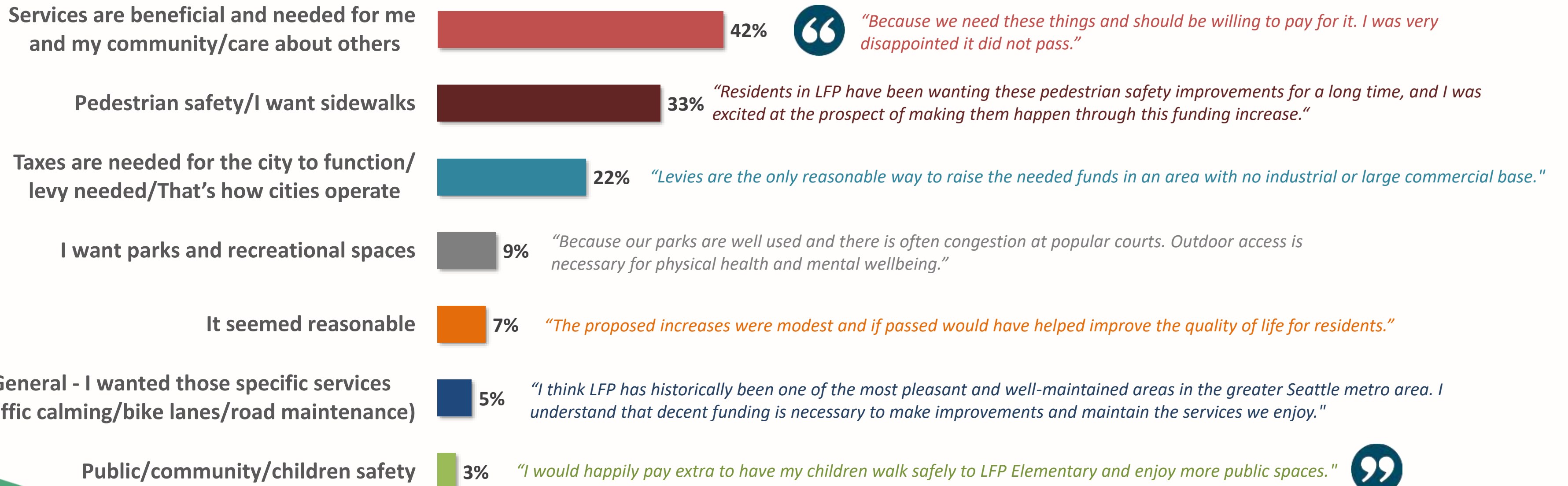


Note: 18% did not recall

Those who voted in favor of the 2021 levy did so primarily because they felt the services were beneficial and necessary for themselves and the community, they wanted pedestrian safety improvements, and/or they felt that the taxes were necessary for the city to operate.

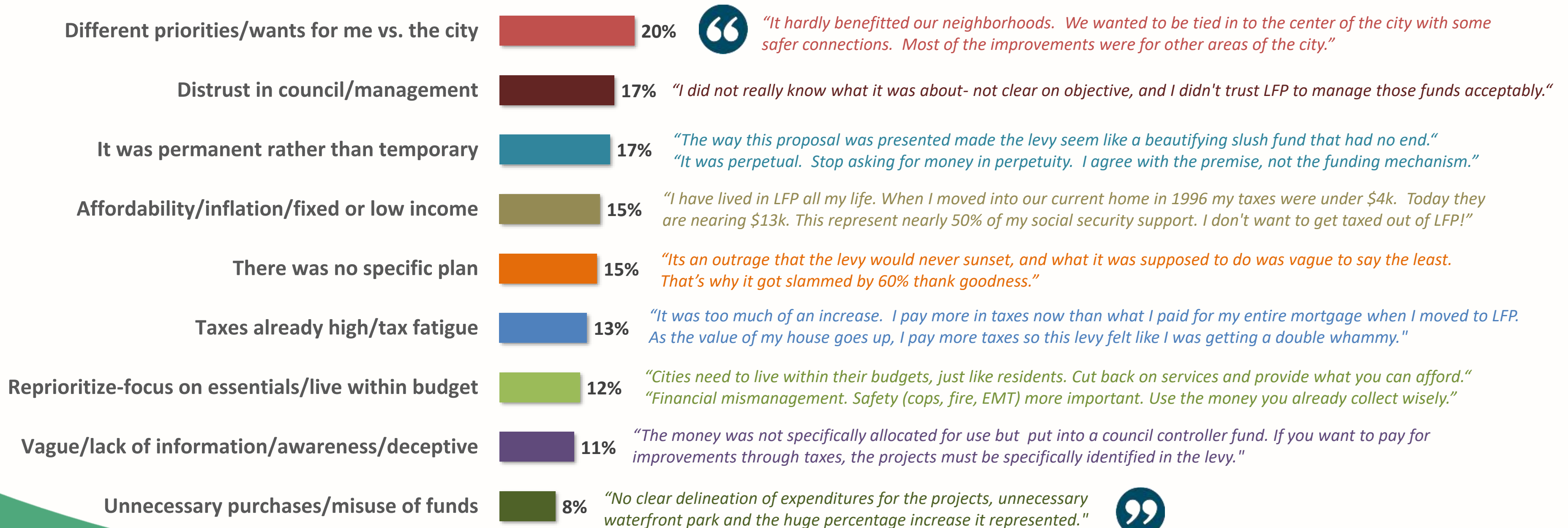


Reasons for Voting "YES" on 2021 Levy (Top Mentions)



Those who opposed the 2021 levy did so primarily because they didn't see a match between the city's priorities and theirs, they mistrust city management, the levy was permanent and the plan lacked specifics, and they felt their taxes were already high, especially those with fixed/limited income.

Reasons for Voting "NO" on 2021 Levy (Top Mentions)



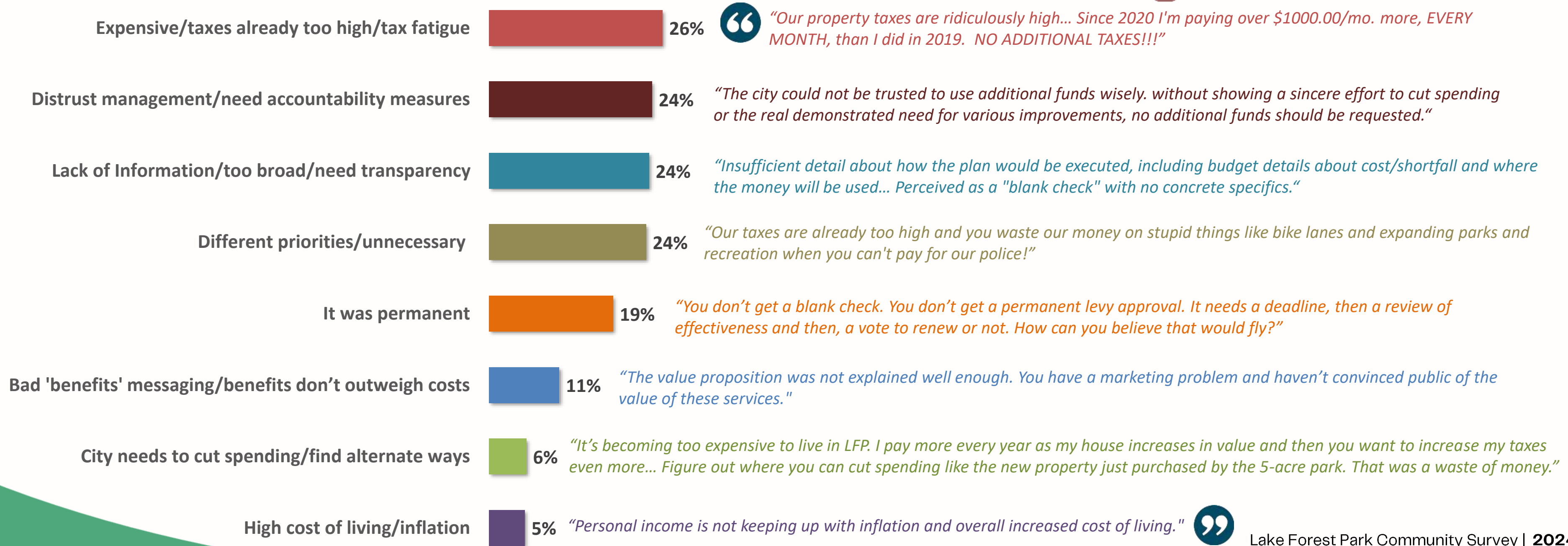
Those who voted in favor of the 2021 levy think that the main *barriers* to its passing were a lack of information and full transparency of how the money would be utilized, and the fact that people, in general, resist paying more taxes.

Barriers to 2021 Levy Passing: Among Those Who Voted "YES" (Top Mentions)



Those who voted against the 2021 levy cited their existing ‘high’ tax burden, distrust of city management/lack of accountability measures, lack of information/transparency, having different priorities or feeling the levy was unnecessary, and the fact that it was to be permanent among the top *barriers* to its passing.

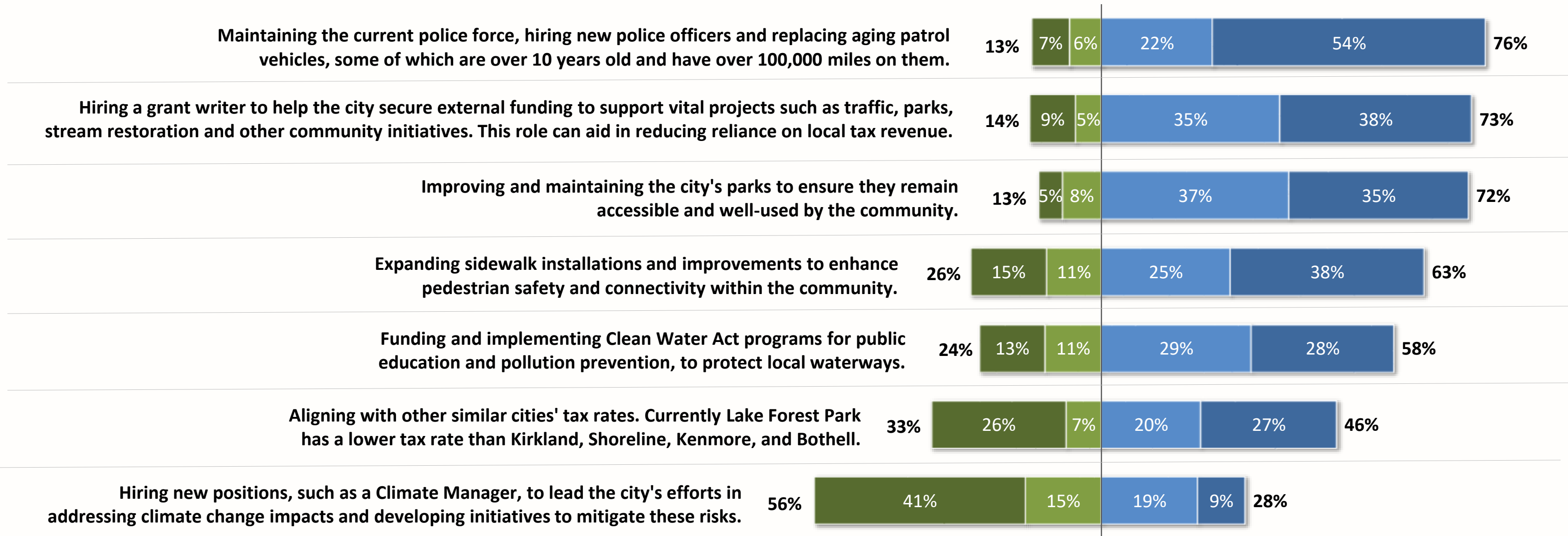
Barriers to 2021 Levy Passing: Among Those Who Voted “NO” (Top Mentions)



Given the budget shortfall, most residents, in total, would prioritize addressing policing needs, hiring a grant writer to secure external funding, and improving/maintaining the city’s parks.

Priorities for Addressing Budget Shortfall – Among TOTAL

■ Unimportant ■ Somewhat Unimportant ■ Somewhat Important ■ Important

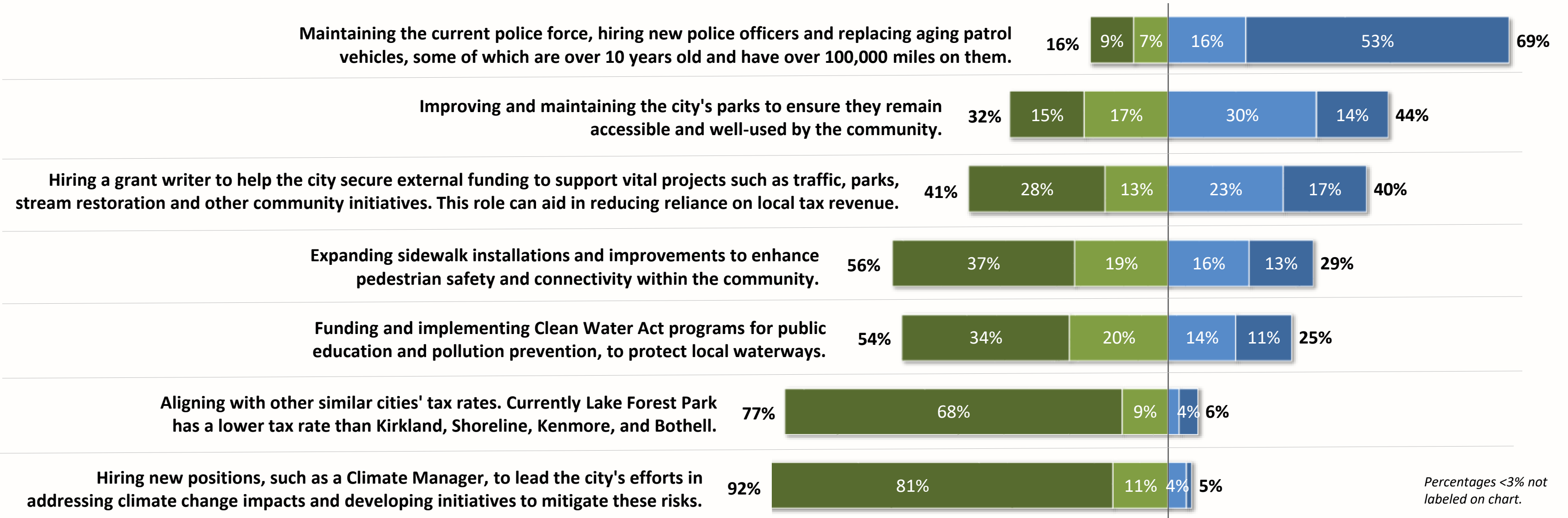


*Only ratings of important (4-5) or unimportant (1-2) are shown. (Ratings of neutral (3) are not shown.) The **bold** percentages represents the corresponding net total Important / Unimportant.*

Seven in ten who oppose the 6-year levy feel it *is important* to address policing needs, but only a minority of the opposed feel it is important to address other needs, especially aligning with other cities' tax rates or hiring new positions to address climate impacts.

Priorities for Addressing Budget Shortfall – Among OPPOSERS of 6-Year Levy

■ Unimportant ■ Somewhat Unimportant ■ Somewhat Important ■ Important



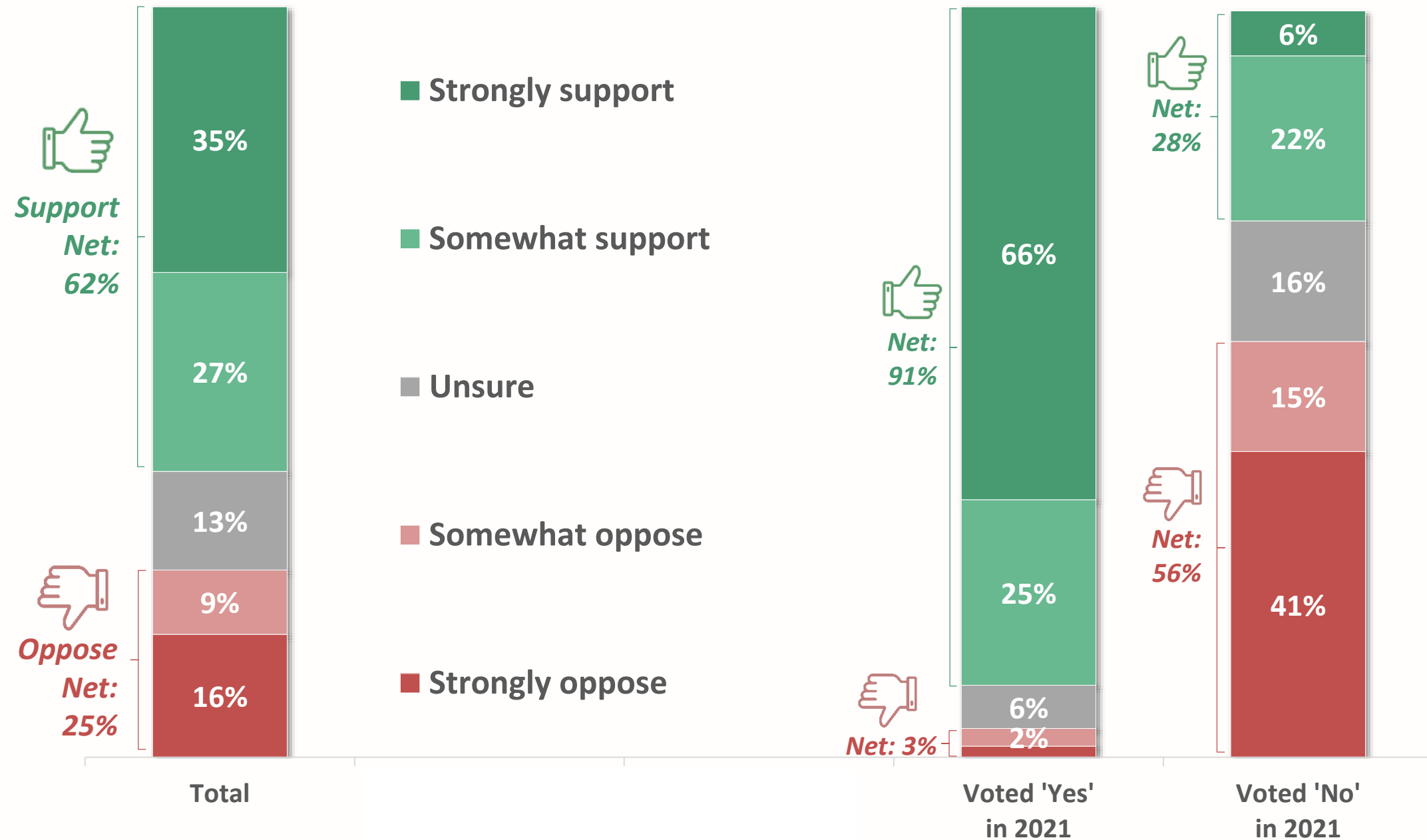
Only ratings of important (4-5) or unimportant (1-2) are shown. (Ratings of neutral (3) are not shown.)
The **bold** percentages represents the corresponding net total Important / Unimportant.

In total, three fifths support the idea of a six-year LFP temporary levy and a quarter oppose it.

Reaction to a City of Lake Forest Park Seeking a Six-Year Temporary Levy

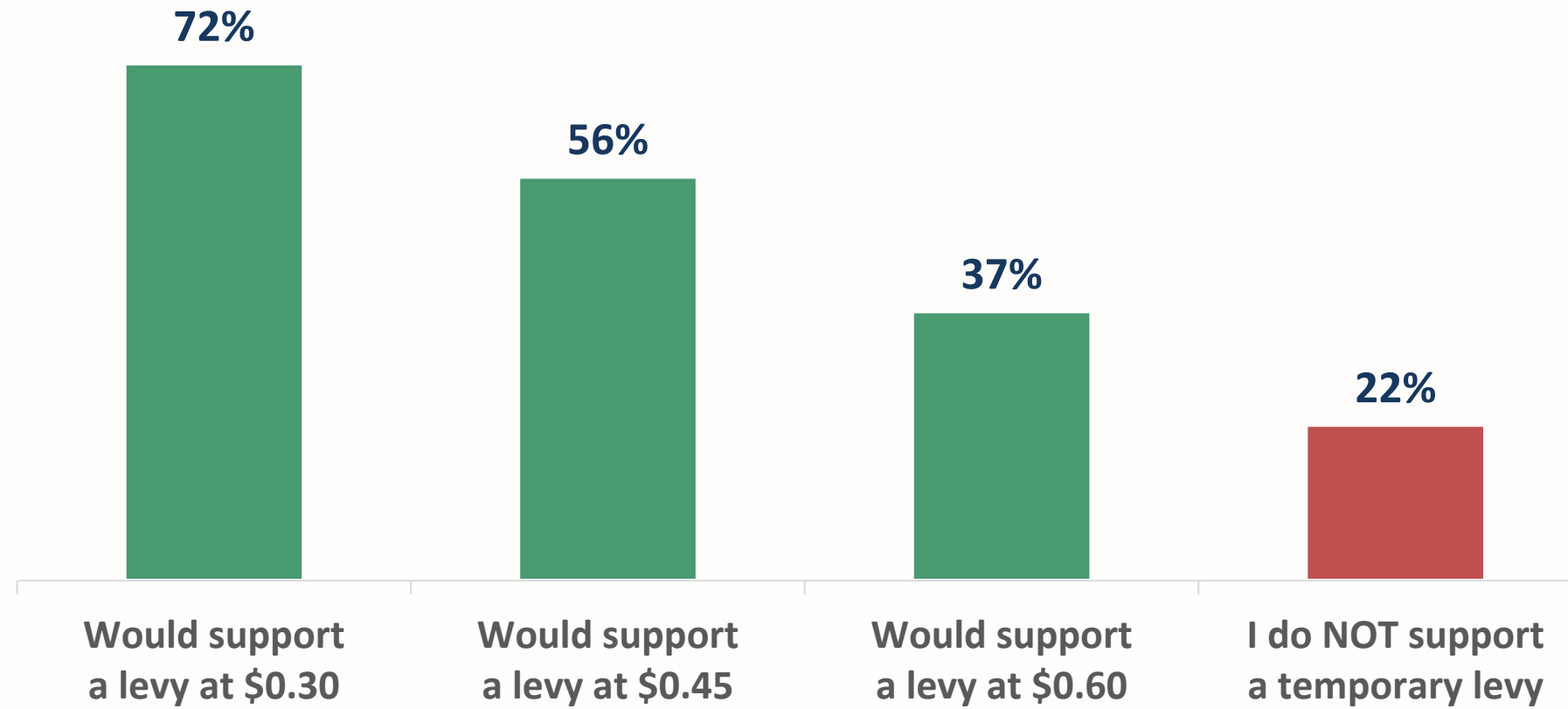
More likely to support the levy (net):

- 2021 Levy 'Yes' voters are more than three times as likely as 'No' voters to support the six-year levy at a rate of 91% to 28%.
- Support is higher among younger (70%) and middle-aged (66%) residents than those age 65+ (57%).
- Higher income households (69%) are more likely to support the levy than households with income under \$100K (48%).



While seven in ten would support a levy of \$0.30 to partially address the budget shortfall, support falls to just over half at the \$0.45 rate, and fewer than four in ten at the \$0.60 rate.

*Reaction to Proposed Levy Rates**



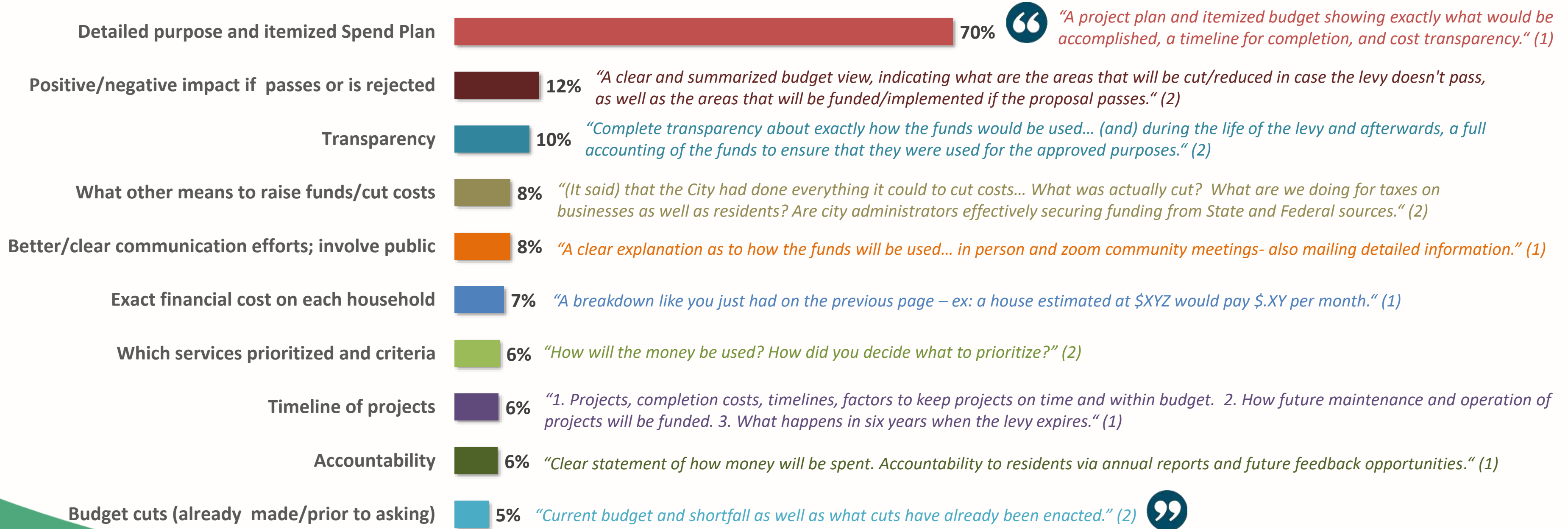
More likely to oppose any levy:

Households with income <\$100K were more likely than higher income households to oppose any levy (30% vs. 17%); as were residents 65+ (26% vs. 18%-20% of middle aged or younger).

**See Notes section for full description of each option shown.*

Those who support the proposed levy primarily want the city to provide them with details on its purpose and specifics regarding what will be included in the spending plan, itemizing each project and its cost, location, rationale, and timeline.

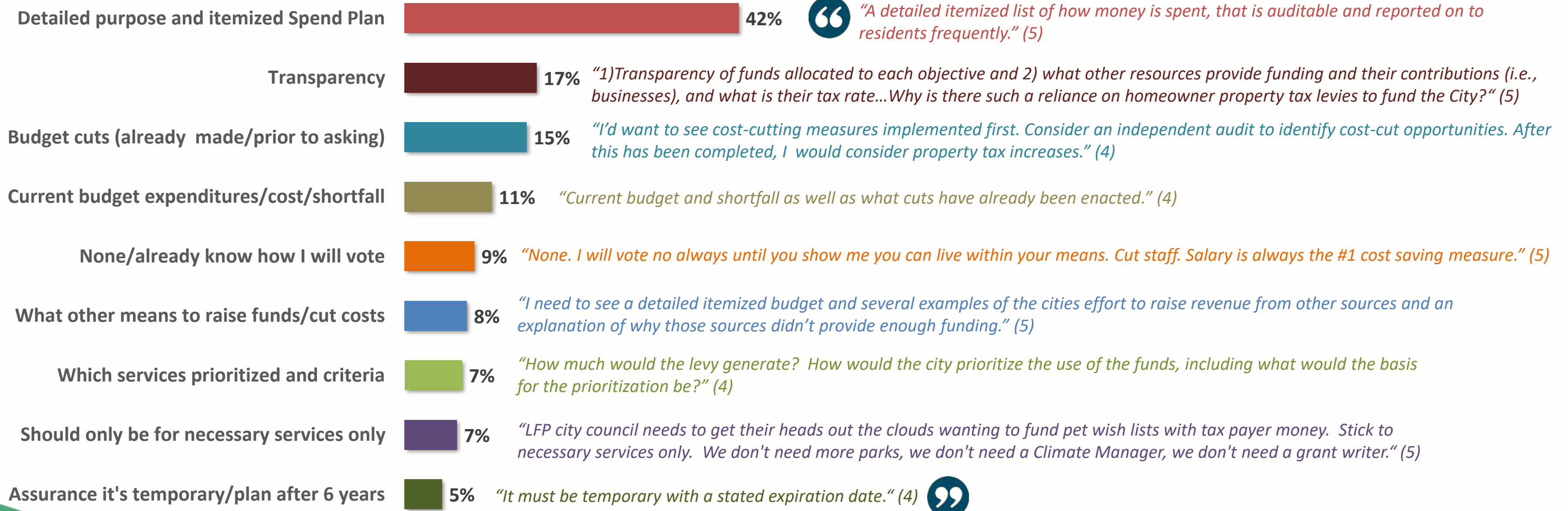
Information Needed from the City to Decide How to Vote: SUPPORTERS* of the Proposed Temporary Levy (Top Mentions)



*Verbatim codes: 1=Strongly Support, 2=Somewhat Support.

In addition to an itemized spending plan, those who oppose the proposed levy want the city to transparently provide information on what budget cuts have already been or will be made, details on the current budget and shortfalls, and information about other means for raising funds and cutting costs.

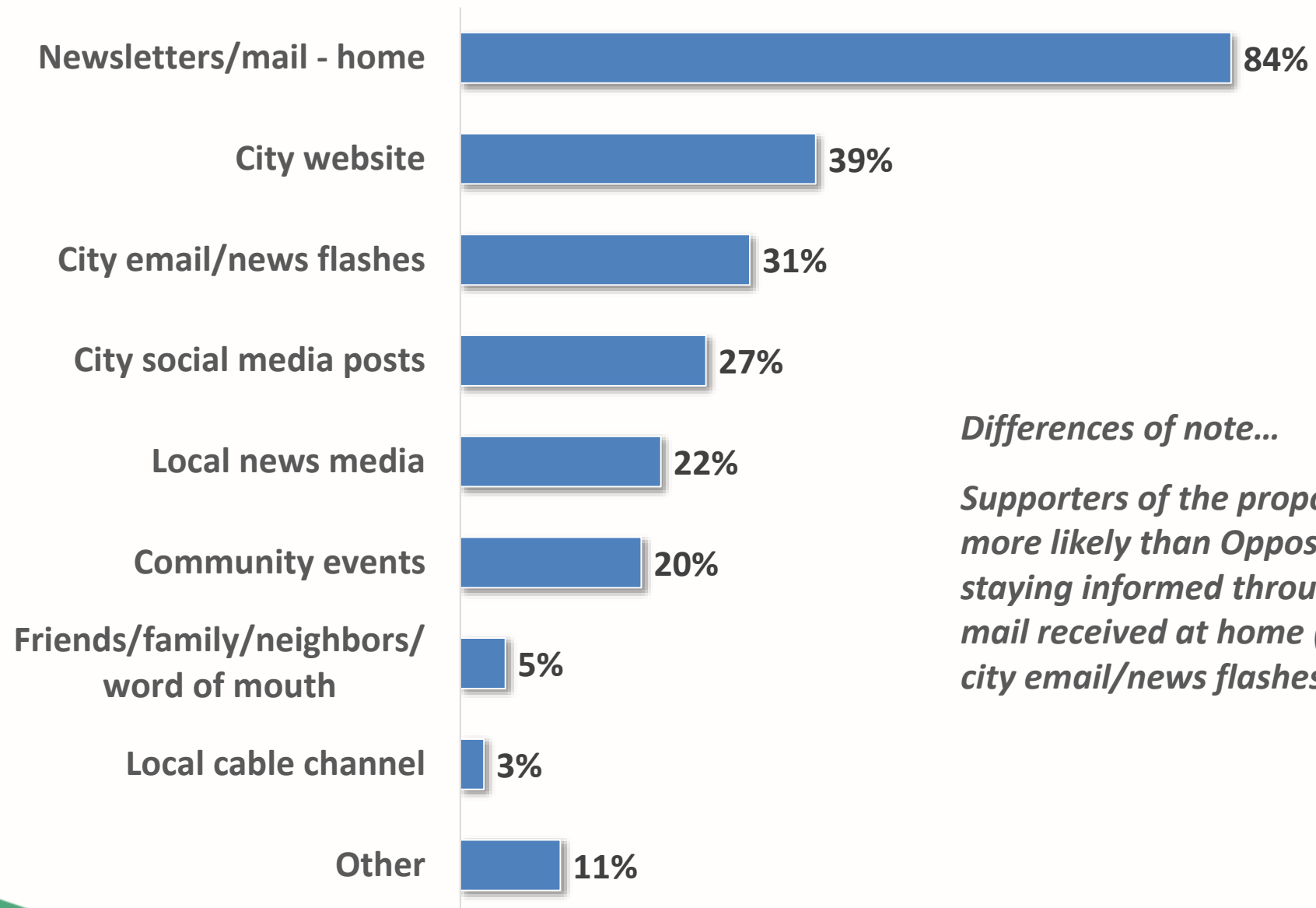
Information Needed from the City to Decide How to Vote: OPPOSERS* of the Proposed Temporary Levy (Top Mentions)



*Verbatim codes: 5=Strongly Oppose, 4=Somewhat Oppose.

Most stay informed about city services through newsletters/mail received at home. Mailed newsletters and email hold top spots for their *preferred* method of city engagement.

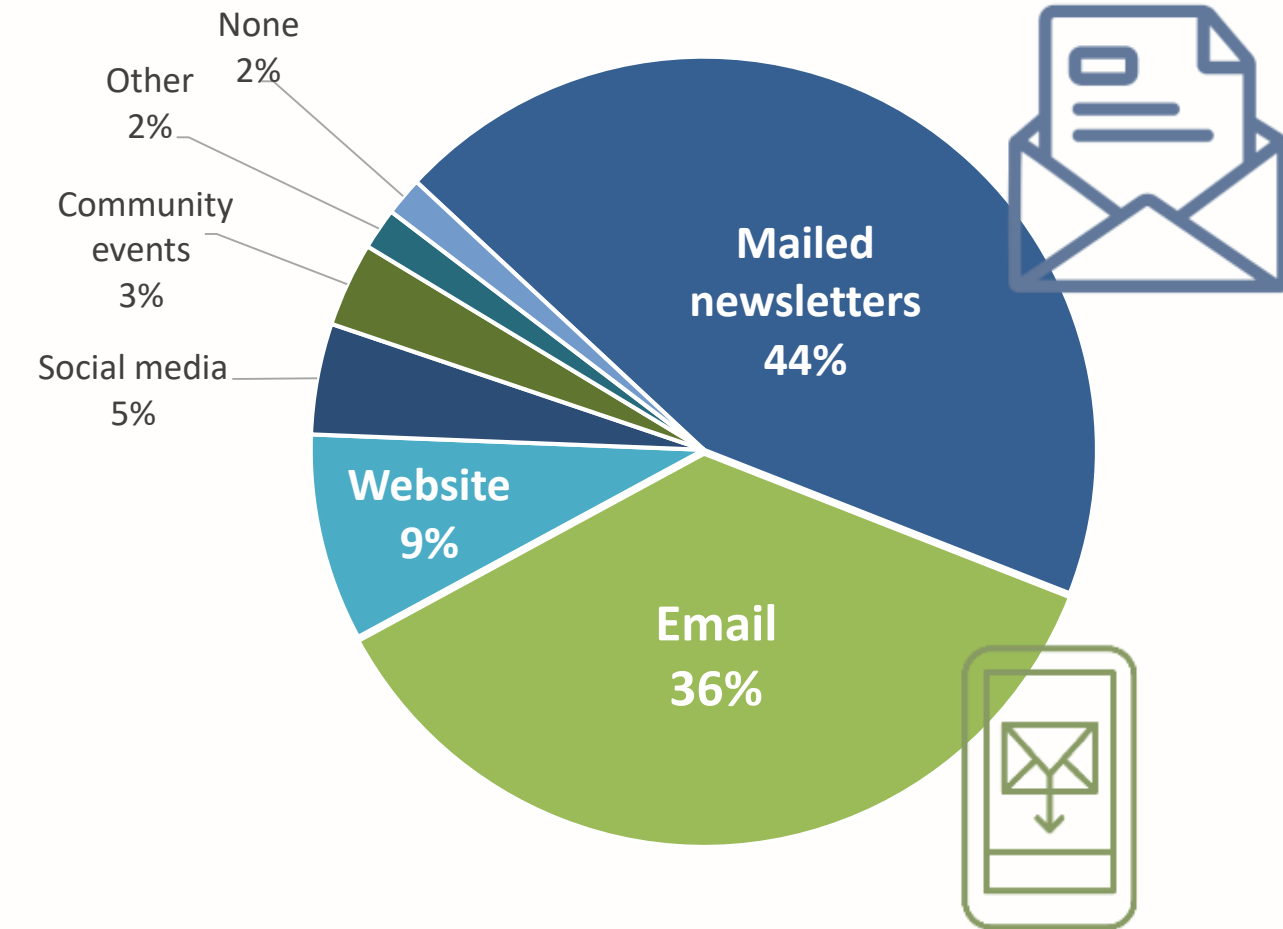
City Engagement / Staying Informed



Differences of note...

Supporters of the proposed 6-Year Levy are more likely than Opposers to mention staying informed through city newsletters/mail received at home (88% vs. 77%) and city email/news flashes (34% vs. 24%).

First Choice for City Engagement



Questions?

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
January 9, 2025**

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It is noted this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair; Larry Goldman, Jon Lebo, Semra Riddle (via Zoom), Ellyn Saunders (via Zoom)

Councilmembers absent: Paula Goode

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Mayor French called the January 9, 2025 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

COUNCIL DISCUSSION TOPICS

Resolution 25-1997/Adopting the Capital Improvement Plan for 2025-2030

Administrator Hill introduced the item and responded to questions.

This will be brought back for further discussion at later meetings.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 6:28 p.m.

Tom French, Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
January 9, 2025

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

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair; Larry Goldman, Jon Lebo, Semra Riddle (via Zoom), Ellyn Saunders (via Zoom)

Councilmembers absent: Paula Goode

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

Others present: LFPPD K9 Officer George Coleman, Officer Frankie Montague, Sgt. Rob Gross
Seattle City Light Representatives: Dawn Lindell, General Manager & CEO;
Andrew Strong, Environmental, Engineering & Project Delivery Officer; Mike Haynes, COO; Craig Smith, Chief Customer Officer
15 visitors

CALL TO ORDER

Mayor French called the January 9, 2025 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Lebo led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor Bodi moved to amend the agenda by removing item 8.A, Resolution 25-1997/Adopting the Capital Improvement Plan for 2025-2030. **Cmbr. Furutani seconded.**
The motion to amend the agenda carried unanimously.

Deputy Mayor Bodi moved to approve the amended agenda. **Cmbr. Furutani seconded.**
The motion to approve the agenda as amended carried unanimously.

PUBLIC COMMENTS

Mayor French invited comments from the audience.

1 Liz & Dan Moehrke commented on their experience following power restoration after the
2 bomb cyclone.

3
4 There being no one else in the audience wishing to speak, Mayor French closed public
5 comment.

6
7 **PROCLAMATIONS**

8
9 Mayor French read a proclamation Honoring the Life & Legacy of President Jimmy Carter.

10
11 Cmbr. Goldman read a proclamation recognizing January 20, 2025 as Martin Luther King Jr. Day.

12
13 Cmbr. Furutani read a proclamation Celebrating the Bald Eagle.

14
15 **PRESENTATIONS**

16
17 **Introduction of K9 Officer Bella**

18
19 Chief Harden and K9 Officer Coleman gave a brief presentation introducing K9 Officer Bella to
20 the Council and responded to questions.

21
22 **Life-Saving Award presented to Officer Frankie Montague and Sergeant Rob Gross**

23
24 Chief Harden presented the Life-Saving Award to Officer Frankie Montague and Sergeant Rob
25 Gross for life-saving actions in the line of duty.

26
27 **Seattle City Light**

28
29 Seattle City Light (SCL) staff gave a presentation including an overview of SCL infrastructure and
30 an after-action review of the bomb cyclone event.

31
32 SCL staff participated in a discussion with the Council and responded to the Council’s questions.

33
34 **CONSENT CALENDAR**

35
36 **Cmbr. Furutani moved** to approve the Consent Calendar. **Cmbr. Riddle seconded. The**
37 **motion to approve the Consent Calendar carried unanimously.**

- 38
39 A. December 12, 2024 City Council Work Session Minutes
40 B. December 12, 2024 City Council Meeting Minutes
41 C. Pre-Paid Accounts Payable dated 12/13/24 Claim Fund Check Nos. 87078 through 87079
42 in the amount of \$118,692.30, a Pre-paid Accounts Payable dates 12/26/24 Claim Fund
43 Check Nos. 87080 through 87149 in the amount of \$576,235.21; a 12/06/24 Payroll
44 Fund ACH transaction in the amount of \$175,397.62 and a 12/23/24 Direct Deposit

1 transaction in the amount of \$174,398.61. Additional approved transactions: Invoice
2 Cloud, \$1,175.25; US Bank Credit Card, \$55,295.46. Total approved claim fund
3 transactions: \$1,101,194.45.

4 D. Accounts Payable dates 1/9/2025 Claim Fund Check Nos. 87150 through 87155 in the
5 amount of \$848,943.01. Total approved claim fund transactions: \$848,943.01

6 E. Resolution 24-1993/Authorizing an Interlocal Agreement for Jail Services Between the
7 City of Lynnwood and the City of Lake Forest Park

8 F. Resolution 24-1994/Authorizing the Mayor to Sign an Agreement with PAWS for Animal
9 Sheltering Services

10
11 **Mayor French called for a five-minute recess.**

12
13 **RESOLUTION 25-1995/Supporting the Addition of a Healthy Street Initiative within the**
14 **Neighborhood Traffic Calming Program and Adopting a Healthy Streets Map**

15
16 Administrator Hill gave a brief presentation and responded to questions.

17
18 **Cmbr. Furutani moved** to approve Resolution 25-1995/Supporting the Addition of a
19 Healthy Street Initiative within the Neighborhood Traffic Calming Program and Adopting
20 a Healthy Streets Map. **Cmbr. Riddle seconded. The motion to approve Resolution 25-**
21 **1995 carried unanimously.**

22
23 **RESOLUTION 25-1996/Confirming the Appointment of Rebecca Dickinson as the Public Works**
24 **Director**

25
26 Administrator Hill presented the item and responded to Council questions.

27
28 **Cmbr. Goldman moved** to approve Resolution 25-1996/Confirming the Appointment of
29 Rebecca Dickinson as the Public Works Director. **Deputy Mayor Bodi seconded. The**
30 **motion to approve Resolution 25-1996 carried unanimously.**

31
32 **COUNCIL DISCUSSION AND ACTION**

33
34 Council consensus to hold a Council Retreat March 1, 2025.

35
36 **Deputy Mayor Bodi moved** to excuse Cmbr. Goode. **Cmbr. Furutani seconded. The motion**
37 **carried with Cmbrs. Furutani and Riddle dissenting.**

38
39 **COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS**

40
41 Councilmembers reported on meetings they had attended.

42
43 Mayor French gave a brief report.

44

1 Administrator Hill gave a brief report, highlighting that things are moving forward to pursue a
2 levy lid lift based on the resident survey results.

3

4 **ADJOURNMENT**

5

6 There being no further business, Mayor French adjourned the meeting at 9:20 p.m.

7

8

9

10 _____

11 Tom French, Mayor

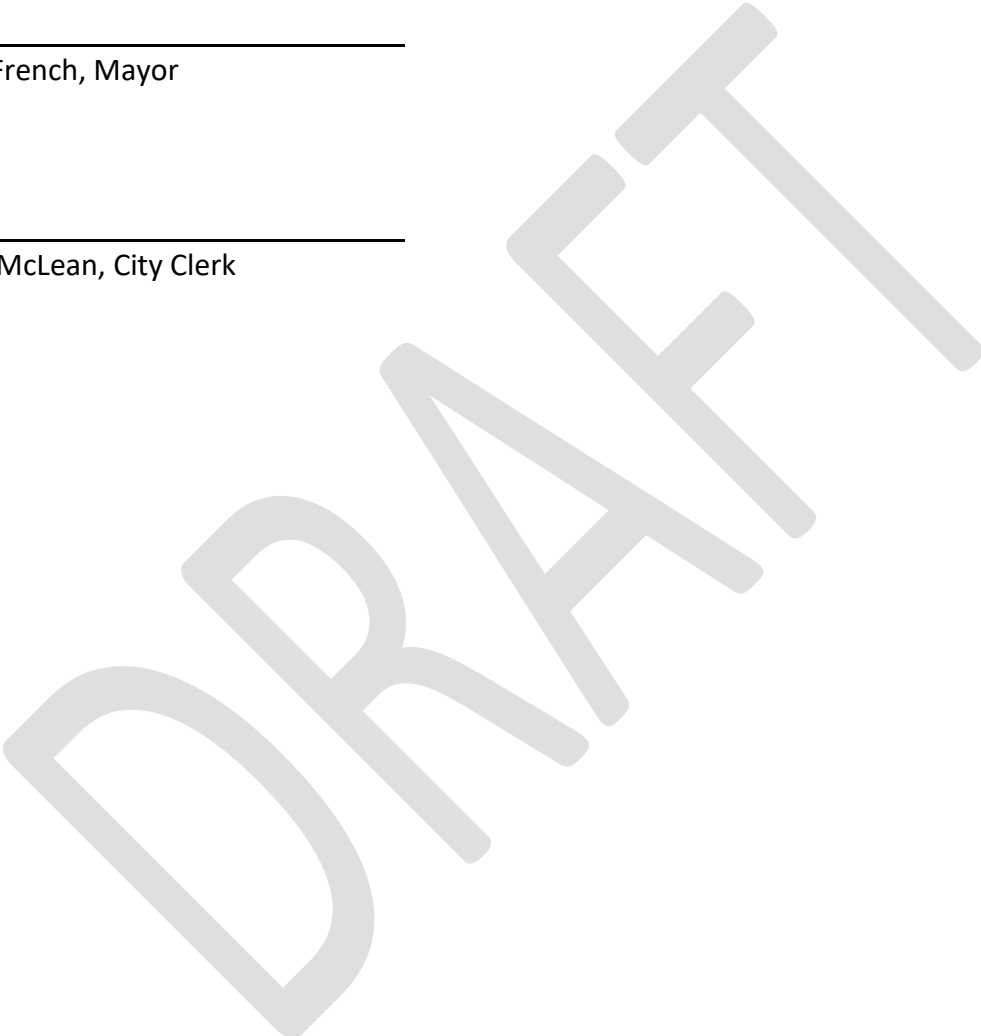
12

13

14

15 _____

16 Matt McLean, City Clerk



City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
1/23/25

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 Pre-paid Accounts Payable Dated 12/31/24 CLAIM FUND Check Nos. 87195 through 87281 in the amount of \$579,270.69, an Accounts Payable Dated 1/17/25 CLAIM FUND Check Nos 87156 through 87192 in the amount of \$175,413.13, a VOID check No 87193, an Accounts Payable Dated 1/23/25 CLAIM FUND Check No 87194 in the amount of \$29,232.50 a 12/23/24 PAYROLL FUND ACH transaction in the amount of \$177,180.16 and an 1/8/25 DIRECT DEPOSIT transaction in the amount of \$192,792.22, are approved for payment this 23rd day of January 2025.

Additional approved transactions are:

- ACH transaction Elavon in the amount of \$639.44
- ACH transaction Invoice Cloud in the amount of \$1,409.45
- ACH transaction State of Washington in the amount of \$14,910.00
- ACH transaction Wex Bank – Chevron in the amount of \$39.94

Total approved claim fund transactions: \$1,170,887.53

City Clerk

Mayor

Finance Committee

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
 Printed: 01/17/2025 - 1:34PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	12/31/2024	Elavon		AP		639.44
0	12/31/2024	Invoice Cloud		AP		1,409.45
0	12/31/2024	State of Washington		AP		14,910.00
87195	12/31/2024	AARD Pest Control, Inc		AP		137.88
87196	12/31/2024	All Battery Sales & Service Inc.		AP		235.73
87197	12/31/2024	American Traffic Solutions Inc.		AP		83,949.00
87198	12/31/2024	Ann Marie Genco		AP		122.16
87199	12/31/2024	Aspect Consulting, LLC		AP		2,308.75
87200	12/31/2024	AV Capture All, Inc.		AP		3,306.00
87201	12/31/2024	Axon Enterprise, Inc.		AP		3,134.73
87202	12/31/2024	Anthony Carl Basler		AP		315.00
87203	12/31/2024	Brandon Carlrud		AP		108.47
87204	12/31/2024	Brown Bear Car Wash		AP		12.00
87205	12/31/2024	Calportland Company		AP		448.30
87206	12/31/2024	Cascadia Consulting Group, Inc.		AP		60,558.12
87207	12/31/2024	Center for Human Services		AP		6,750.00
87208	12/31/2024	Century Link		AP		106.87
87209	12/31/2024	Cintas First Aid & Safety		AP		323.40
87210	12/31/2024	City Of Black Diamond		AP		796.40
87211	12/31/2024	City of Issaquah		AP		530.88
87212	12/31/2024	City of Lake Forest Park		AP		850.00
87213	12/31/2024	City of Shoreline		AP		6,838.25
87214	12/31/2024	Conсор North America, Inc.		AP		13,423.32
87215	12/31/2024	Correct Equipment, Inc		AP		6,701.77
87216	12/31/2024	DataQuest, LLC		AP		425.00
87217	12/31/2024	EASL, Inc		AP		8,000.00
87218	12/31/2024	Facet, Inc.		AP		64,633.07
87219	12/31/2024	Friends of Third Place Commons		AP		8,850.00
87220	12/31/2024	Galls, LLC		AP		113.52
87221	12/31/2024	Gordon Thomas Honeywell Gov't. Affai		AP		3,150.00
87222	12/31/2024	Guardian Alliance Technologies, Inc		AP		90.00
87223	12/31/2024	Department 32 - 2501271310 Home De		AP		275.67
87224	12/31/2024	Cassandra Howard		AP		128.71
87225	12/31/2024	Imaging Spectrum, Inc.		AP		621.87
87226	12/31/2024	New Restoration & Recovery LLC Inn		AP		8,600.48
87227	12/31/2024	James Santerelli Enterprises		AP		69.20
87228	12/31/2024	Jet City Printing, Inc.		AP		123.54
87229	12/31/2024	Johnson Controls		AP		3,837.04
87230	12/31/2024	Joshua Green Corp.		AP		63.43
87231	12/31/2024	Kaleab Law PLLC		AP		140.00
87232	12/31/2024	KDH Consulting, Inc		AP		3,500.92
87233	12/31/2024	Kennis Brady		AP		122.16
87234	12/31/2024	King County Dept of Natural Resources		AP		700.00
87235	12/31/2024	King County Finance		AP		30.00
87236	12/31/2024	King County Finance		AP		824.00
87237	12/31/2024	King County Pet License		AP		170.00

Check No	Check Date	Name	Comment	Module	Clear Date	
87238	12/31/2024	Lake Forest Park Water Dist		AP		1,554.75
87239	12/31/2024	Lori Hayes		AP		122.16
87240	12/31/2024	Madrona Law Group, PLLC		AP		9,281.00
87241	12/31/2024	Mission Communications, LLC		AP		694.80
87242	12/31/2024	Navia Benefit Solutions		AP		300.00
87243	12/31/2024	Northshore Utility District		AP		35,741.94
87244	12/31/2024	OEG, Inc dba Pride Electric		AP		949.68
87245	12/31/2024	Office Depot, Inc.		AP		689.11
87246	12/31/2024	Olympic Research & Strategy LLC		AP		30,000.00
87247	12/31/2024	PACE Engineers, Inc.		AP		26,445.28
87248	12/31/2024	Pacific Office Automation		AP		1,345.42
87249	12/31/2024	Parametrix, Inc		AP		5,053.19
87250	12/31/2024	PharmChem, Inc.		AP		18.00
87251	12/31/2024	ProForce Law Enforcement		AP		163.11
87252	12/31/2024	Public Safety Testing, Inc.		AP		399.00
87253	12/31/2024	Puget Sound Energy		AP		179.09
87254	12/31/2024	Red Carpet Building Maint. Inc.		AP		3,206.15
87255	12/31/2024	Repipe Plumbing Solutions LLC		AP		158.40
87256	12/31/2024	Ricoh USA, Inc		AP		2,310.77
87257	12/31/2024	Hua Robinson		AP		140.00
87258	12/31/2024	Ryan Birdsong		AP		122.16
87259	12/31/2024	Ryan Julian		AP		122.16
87260	12/31/2024	SAFEbuilt Washington, LLC		AP		10,499.34
87261	12/31/2024	San Diego Police Equipment		AP		982.99
87262	12/31/2024	SCJ Alliance		AP		1,857.50
87263	12/31/2024	Secure Court Solutions LLC		AP		2,954.39
87264	12/31/2024	Shoreline Senior Center		AP		6,250.00
87265	12/31/2024	Shoreline/LFP Arts Council		AP		4,500.00
87266	12/31/2024	Manpreet Singh		AP		210.00
87267	12/31/2024	Siskun, Inc.		AP		50.94
87268	12/31/2024	SLEDGE SEATTLE LLC		AP		32,631.15
87269	12/31/2024	Snohomish Co Sheriff's Office		AP		14,570.62
87270	12/31/2024	Staples Advantage		AP		1,529.90
87271	12/31/2024	Stewart MacNichols Harmell, Inc., P.S.		AP		10,000.00
87272	12/31/2024	The Seattle Times		AP		1,539.50
87273	12/31/2024	Transpo Group USA Inc		AP		7,100.80
87274	12/31/2024	Transportation Solutions Inc		AP		56,926.20
87275	12/31/2024	TransUnion Vantage Data		AP		0.28
87276	12/31/2024	Utilities Underground Location Ctr.		AP		63.36
87277	12/31/2024	V + M Structural Design, Inc.		AP		8,344.00
87278	12/31/2024	Washington Criminal Justice Training C		AP		800.00
87279	12/31/2024	Waste Management Northwest		AP		2,897.01
87280	12/31/2024	West Coast Armory North		AP		886.85
87281	12/31/2024	Westlake Hardware WA-153		AP		254.05

Total Check Count: 90

Total Check Amount: 596,229.58

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
 Printed: 01/17/2025 - 1:36PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	1/17/2025	Wex Bank - Chevron		AP		39.94
87156	1/17/2025	American Public Works Association		AP		895.00
87157	1/17/2025	Aspect Consulting, LLC		AP		12,151.00
87158	1/17/2025	Association of Washington Cities		AP		16,946.66
87159	1/17/2025	Aurora Rents, Inc.		AP		901.00
87160	1/17/2025	Bulger Safe & Lock, Inc.		AP		176.56
87161	1/17/2025	City of Lake Forest Park		AP		83,861.00
87162	1/17/2025	City of Lake Forest Park		AP		400.00
87163	1/17/2025	George Coleman		AP		110.29
87164	1/17/2025	Consor North America, Inc.		AP		6,152.84
87165	1/17/2025	Robert Dearmore		AP		2,220.00
87166	1/17/2025	FBI National Academy FBINAA		AP		120.00
87167	1/17/2025	Jet City Printing, Inc.		AP		49.64
87168	1/17/2025	Johnston Group, LLC		AP		3,925.00
87169	1/17/2025	KDH Consulting, Inc		AP		2,618.52
87170	1/17/2025	King County Finance		AP		125.06
87171	1/17/2025	King County Police Chiefs Association		AP		50.00
87172	1/17/2025	King County Regional Homelessness A		AP		16,834.32
87173	1/17/2025	Legend Data Systems, Inc.		AP		103.68
87174	1/17/2025	LFP Municipal Court		AP		145.00
87175	1/17/2025	Loomis		AP		481.44
87176	1/17/2025	Office Depot, Inc.		AP		45.81
87177	1/17/2025	O'Reilly Automotive Stores, Inc.		AP		9.03
87178	1/17/2025	Pace Systems, Inc		AP		1,100.00
87179	1/17/2025	Pacific Office Automation		AP		66.25
87180	1/17/2025	Pitney Bowes Global Financial Svcs.		AP		584.81
87181	1/17/2025	Puget Sound Emergency Radio Networ		AP		6,645.60
87182	1/17/2025	Puget Sound Energy		AP		396.18
87183	1/17/2025	Rotary Club of Lake Forest Park		AP		125.00
87184	1/17/2025	State Treasurer's Office		AP		8,793.90
87185	1/17/2025	TK Elevator Corporation		AP		944.79
87186	1/17/2025	WA District & Muni Court Judge Assoc		AP		660.00
87187	1/17/2025	WA State Misdemeanant Probation Assc		AP		50.00
87188	1/17/2025	Washington Association of Sheriffs & P		AP		2,245.00
87189	1/17/2025	Washington City/County Management A		AP		375.00
87190	1/17/2025	Washington State Department of Licens		AP		165.00
87191	1/17/2025	Washington State Patrol		AP		81.75
87192	1/17/2025	Yakima County Technology Services		AP		4,858.00
Total Check Count:						38

Check No **Check Date** **Name** **Comment** **Module** **Clear Date**

Section 6, Item C.

Total Check Amount:

=====
175,453.07
=====

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 01/17/2025 - 1:37PM
Cleared and Not Cleared Checks

Section 6, Item C.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
87194	1/23/2025	Regional Crisis Response Agency		AP		29,232.50
Total Check Count:						1
Total Check Amount:						29,232.50

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
 Printed: 1/6/2025 7:08 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	12/23/2024	48,443.33
ACH	NAVIA	Navia Benefit Solutions, Inc.	12/23/2024	672.09
ACH	NAVIAFSA	Navia - FSA	12/23/2024	133.34
ACH	NAVIAHRA	Navia - HRA	12/23/2024	316.67
ACH	PFLTRUST	LFP PFL Trust Account	12/23/2024	1,731.28
ACH	TEAMDR	National D.R.I.V.E.	12/23/2024	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	12/23/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	12/23/2024	10,185.77
ACH	ZAWC	AWC	12/23/2024	1,607.88
ACH	ZDREAHE	Dream Ahead	12/23/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	12/23/2024	523.07
ACH	ZEMPWACA	Wa.Cares Tax	12/23/2024	756.67
ACH	ZGUILD	LFP Employee Guild	12/23/2024	1,025.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	12/23/2024	31,621.72
ACH	ZL&I	Washington State Department of Labor & I	12/23/2024	6,553.23
ACH	ZLEOFF	Law Enforcement Retirement	12/23/2024	16,121.12
ACH	ZLFPIRS	Lake Forest Park/IRS	12/23/2024	33,452.08
ACH	ZPERS	Public Employees Retirement	12/23/2024	21,529.69
ACH	ZTEAM	Teamsters Local Union #117	12/23/2024	252.72
ACH	ZWATWT	Washington Teamsters Welfare Trust	12/23/2024	461.52
Total for 12/23/2024:				177,180.16
Report Total (20 checks):				177,180.16

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 01/17/2025 - 1:41PM
Cleared and Not Cleared Checks

Section 6, Item C.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	1/8/2025		DD 00508.01.2025	PR		192,792.22
Total Check Count:						1
Total Check Amount:						192,792.22



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Development Department

Title Resolution 25-1998/Authorizing the Mayor to Sign an Interlocal Agreement with the City of Shoreline to Provide an After-School Program, "Hang Time", for Kellogg Middle School for the Calendar Years 2025-2026

Legislative History

- First Presentation Included in the 2025-2026 Biennial Budget
- Action Budget Adopted at City Council Meeting 11/14/2024
- Interlocal Agreement January 23, 2025

Attachments:

1. Resolution 25-1998/Authorizing the Mayor to Sign an Interlocal Agreement with the City of Shoreline to Provide an After-School Program, "Hang Time", for Kellogg Middle School for the Calendar Years 2025-2026
2. Interlocal Agreement with the City of Shoreline to Provide an After School Program, "Hang Time," for Kellogg Middle School for the Calendar Years 2025-2026
3. Exhibits A-C2 for Agreement

Executive Summary

In the 2025-2026 biennial budget, the City allocated \$10,000 per year to the Kellogg Middle School "Hang Time" after-school program. This funding will support operational costs for organizing and administering the program. Under this agreement, the City of Shoreline will report on the services it provides bi-annually and include an outcome progress report.

Background

The Hang Time program at Kellogg Middle School was originally administered by the YMCA. In 2022, the YMCA decided to discontinue it. The City of Shoreline knows the program's importance and is now running it. City funds will help fund personnel and/or program supplies.

Fiscal & Policy Implications

The City's contribution allows the City of Shoreline to provide Hang Time activities and programs for Lake Forest Park youth at Kellogg Middle School.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve	The City of Shoreline will be able to provide services to Kellogg Middle School as needed
• Seek Different Terms	Less funding for the Kellogg Middle School Hang Time will equal to less services for the program

Staff Recommendation

Review and approve Resolution 25-1998/Authorizing the Mayor to Sign the Interlocal Agreement with the City of Shoreline to Provide an After-School Program, "Hang Time," for Kellogg Middle School for the Calendar Years 2025-2026.

RESOLUTION NO. 25-1998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF SHORELINE TO PROVIDE AN AFTER-SCHOOL PROGRAM, "HANG TIME", FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS 2025-2026

WHEREAS, youth services programs provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, the City desires to support youth services and programs; and

WHEREAS, the Kellogg Middle School "Hang Time" after-school program is a beneficial program for youth in this community; and

WHEREAS, the City of Shoreline is the administrator of the Kellogg Middle School "Hang Time" after school program and is qualified and willing to undertake the aforementioned services consistent with all requirements of State law and City ordinances and regulations.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the interlocal agreement attached hereto as Attachment 1 with the City of Shoreline, administrator of Kellogg Middle School "Hang Time" after-school program for calendar years 2025-2026.

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/clerk 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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 7, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-1998

AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK TO PROVIDE AN AFTER-SCHOOL PROGRAM, “HANG TIME”, FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS OF 2025-2026

This Agreement is entered into between the City of Shoreline (“Shoreline”) and the City of Lake Forest Park (“LFP”) to provide an after-school program, referred to as “Hang Time,” for Kellogg Middle School for the calendar years 2025 – 2026 (the “Agreement”). This Agreement shall become effective on the date of the last signature (the “Effective Date”). Together Shoreline and LFP are referred to as “the Parties.”

Recitals

WHEREAS, Shoreline and LFP recognize that youth services programs, such as an after school program, provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, LFP desires to contract with Shoreline for Shoreline to provide an after school program as described within this Agreement; and

WHEREAS, Shoreline is qualified and willing to provide for such an after school program, consistent with all requirements of State law and applicable ordinances and regulations as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. PURPOSE

The purpose of this Agreement is for Shoreline to provide an after-school program, “Hang Time,” for students attending Kellogg Middle School. Shoreline will offer, at a minimum, recreation, social activities, field trips, and homework help as more fully set forth in the Scope of Work, attached and incorporated as Exhibit A (the “Services”).

2. RESPONSIBILITIES OF PARTIES

A. Shoreline will be responsible for the quality and suitability of the Services provided under this Agreement. LFP shall evaluate the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If during the course of this Agreement the Services rendered do not produce the desired results, the Parties shall consult each other and corrective action shall be taken as may be required. Failure to promptly consult and take such action(s) reasonably required shall be a material breach of the Agreement and cause for termination. Shoreline shall notify LFP’s representative of

any matters affecting the eligibility of Shoreline to continue to perform the Services provided through this Agreement as soon as reasonably possible after Shoreline's discovery of the same.

- B. Shoreline may be requested in writing to perform additional or follow-up work to complete the Services in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both Parties.
- C. LFP shall provide Shoreline with complete information available and disclosable by LFP in order that Shoreline may carry out the Scope of Work in Exhibit A.
- D. The total compensation to be paid by LFP to Shoreline for the Scope of Work in Exhibit A and the Services Supplies in Exhibit B, attached and incorporated hereto, shall be an amount not to exceed Ten Thousand Dollars (\$10,000.00) each calendar year as shown on Exhibit B, which shall be full compensation for the Services and Services Supplies.
- E. Shoreline shall invoice LFP using the attached Exhibit C1 form. The form shall be submitted to LFP by the tenth working day of the month following the month based on the portion of the Services completed in that month by Shoreline.
- F. Shoreline shall send Exhibit C1 electronically to cmattson@cityoflfp.gov, accompanied by evidence satisfactory to LFP justifying the request for payment, including a report of the Services accomplished and tasks completed. LFP shall pay Shoreline within thirty (30) calendar days receipt of Exhibit C1.
- G. Each quarter, Shoreline shall submit to LFP a report in the form provided in Exhibit C2.

3. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until December 31, 2026, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be terminated by any Party if the other Party fails to comply with any material provisions of the Agreement, in whole or in part. Termination shall not relieve a Party of costs incurred to the date of termination.
- C. Shoreline may terminate this Agreement if, in its sole discretion, performance of the Services is not in the public health, safety, and welfare of the citizens of Shoreline. Shoreline shall provide written notice at least thirty (30) calendar days prior to the date of termination.

4. NOTICES

All notices and invoices required under the terms of this Agreement shall be given in writing, addressed as follows:

Phillip Hill
City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@CityofLFP.gov

Bristol Ellington
City Manager
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133
bellington@shorelinewa.gov

Notices may be hand-delivered; sent via U.S. mail, return receipt requested; by a nationally recognized courier service, or electronic mail (e-mail), read receipt requested. All notices issued under this Agreement shall be deemed received on the next business day after being deposited in the U.S. mail in the city issuing the notice, at the time of hand or courier delivery to the addressee party, or on the date received by the recipient's computer.

5. SUCCESSORS OR ASSIGNS

Neither Party shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

7. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into by and between the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

8. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall be regarded for all purposes as an original.

9. RECORDS

Shoreline and LFP acknowledge that they are local agencies subject to Washington’s Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. Shoreline and LFP shall each be solely responsible for responding to a public records request submitted to that Party. Shoreline and LFP will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

10. JURISDICTION AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing part shall be entitled to recover its reasonable costs, expenses, and attorneys’ fees incurred in such action or proceeding.

11. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and LFP, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12. NON-WAIVER OF RIGHTS AND REMEDIES

No term or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures

THE CITY OF LAKE FOREST PARK

THE CITY OF SHORELINE

By: _____
Tom French
Mayor

By: _____
Bristol Ellington
City Manager

Date: _____

Date: _____

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

Agreement

The City of Shoreline shall provide a free after school recreation and tutoring program at Kellogg Middle School from 3pm-5pm, Tuesdays/Thursdays, and 1:30pm-5pm, Wednesdays. The City of Shoreline will work with school district staff and other partners in coordinating activities and programs such as intramural sports, tutoring and homework time, special interest clubs, leadership groups, free times, large and small group options, service learning, workshops, and field trips within Project Hang Time. The City of Shoreline will also provide special activities for a group of students who need special attention.

1. The City of Shoreline staff will maintain continuous communication with teachers and other school personnel and parents, involving student performance and student needs.
2. The City of Lake Forest Park will be recognized in all promotional materials as a financial supporter of Hang Time.

Outcomes

1. City of Shoreline will track number of students served by Hang Time each year.

*Annual outcomes will be reported at the end of the school year; quarterly attendance outcomes will be reported on each invoice.

OUTCOME	INDICATOR	MEASUREMENT TOOL
Youth exhibit assets that provide a foundation for successful development	Academic skills improve; social skills improve	Youth surveys, academic assessments, and school staff surveys

PROGRAM BUDGET - EXHIBIT B [2023-2024]

SECTION 1—Agency Budget

Budget Category	City funds	
	2025	2026
Personnel costs	\$5,000	\$5,000
Program Supplies	\$5,000	\$5,000
Total	\$10,000	\$10,000

INVOICE FOR SERVICES - EXHIBIT C1 [2025-2026]

SECTION 1—Invoice

Payer:
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Cory Mattson, Community Programs Planner
 (206) 957-2814

Payment to:
 City of Shoreline
 17500 Midvale Ave N
 Shoreline, WA 982133
 Agency Contact: Linda Finch, Recreation & Cultural Servi
 206-801-2621

Billing Period:	Total Quarter Request:
Date submitted:	
Yearly Contract Amount	\$10,000
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Payment Request For Services

Service	Contract Amount	This Request	Previous Request	YTD	Balance
Total	\$ 10,000				

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____
Authorized Signature: _____

Title: _____
Date: _____

INVOICE FOR SERVICES - EXHIBIT C2 [2025-2026]

SECTION 2—Service Report

Agency: Kellogg Middle School "Hang Time" After School Program
 Administered through the City of Shoreline

Reporting Dates:

SERVICE NUMBERS	PROGRESS		COMMENTS
	This Quarter	Year to Date	
Total number of youth served			
Average daily number of participants			

OUTCOME	INDICATOR	MEASUREMENT TOOL
Youth exhibit assets that provide a foundation for successful development	<ul style="list-style-type: none"> • Academic skills improve • Social skills improve 	Youth surveys, academic assessments, and school staff surveys

Program summary for the quarter to Exhibit C:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Programs Planner

Title Resolution 25-1999/Authorizing the Mayor to Sign an Agreement with Sound Generations of Seattle-King County for the Shoreline/Lake Forest Park Senior Center for Calendar Years 2025-2026

Legislative History

- First Presentation August 5, 2024 City Council Special Meeting
- Second Presentation Included in the 2025-2026 Biennial Budget
- Action Budget Adopted at City Council Meeting 11/14/2024
- Agreement Authorization January 23, 2025

Attachments:

1. Resolution 25-1999/Authorizing the Mayor to Sign an Agreement with Sound Generations of Seattle-King County for the Shoreline/Lake Forest Park Senior Center for Calendar Years 2025-2026
2. Agreement with Sound Generations of Seattle-King County for the Shoreline/Lake Forest Park Senior Center for 2025-2026
3. Exhibits A-C for Agreement

Executive Summary

In the 2025-2026 biennial budget, the City allocated \$35,000 per year to the Shoreline/Lake Forest Park Senior Center (“Senior Center”). Sound Generations of Seattle-King County operates the Senior Center and provides social, recreational, health maintenance, enhancement classes, and services for seniors 50 years and older. In 2016, the Senior Center budget was cut by \$31,000 when United Way reduced its contribution by \$800,000 for all King County Sound Generations (formerly Senior Services) programs. In 2017, a King County Levy passed to replace the United Way funding discrepancies. The

additional funding from the City will allow the Senior Center to continue to increase programs and services and help with the costs of adding a new staff member to help with programming needs.

Background

The City has provided funds to the Senior Center since 2000. It is located 3.5 miles northeast of City Hall. City funding for the Senior Center has fluctuated over the years due to the economy. Funding amounts and percent increase since 2014 are provided below:

The Shoreline/Lake Forest Park Senior Center – LFP Contract		
Year/Biennium	Annual City Funding Contribution	Percent Change from Previous Year
2014	\$11,500/year	0%
2015-2016	\$12,650/year	10%
2017-2018	\$17,000/year	34.38%
2019-2020	\$18,000/year	5.8%
2021-2022	\$18,000/year	0%
2023-2024	\$25,000/year	39%
2025-2026	\$35,000/year	40%

Fiscal & Policy Implications

Without City funding, the Senior Center would not be able to provide social, recreational, health maintenance, and enhancement classes and services for seniors 50 years of age and older at the same level of service as Lake Forest Park residents.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	<p>Senior Center will be able to provide service to all LFP residents as needed</p>
<ul style="list-style-type: none"> • Seek Different Terms 	<p>Less funding for the Senior Center will equal to less services for LFP residents</p>

Staff Recommendation

Review and approve Resolution 25-1999/Authorizing the Mayor to Sign an Agreement with Sound Generations of Seattle-King County for the Shoreline/Lake Forest Park Senior Center for Calendar Years 2025-2026.

RESOLUTION NO. 25-1999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SOUND GENERATIONS OF SEATTLE-KING COUNTY FOR THE SHORELINE/LAKE FOREST PARK SENIOR CENTER FOR CALENDAR YEARS 2025-2026

WHEREAS, it is important to offer health and recreation services to senior citizens in every community; and

WHEREAS, the City has determined that Sound Generations of Seattle-King County (“Sound Generations”) is equipped to provide services for residents in Lake Forest Park at the Shoreline/Lake Forest Park Senior Center (“Senior Center”); and

WHEREAS, the City desires to contract with the Sound Generations to provide services as described within the agreement attached hereto; and

WHEREAS, the Sound Generations is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations as provided for herein; and

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Attachment 1 with Sound Generations of Seattle-King County to provide services at the Shoreline/Lake Forest Park Senior Center for calendar years 2025-2026.

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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 7, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-1999



Agency: Sound Generations of Seattle-King County (Shoreline/Lake Forest Park Senior Center)	Federal ID No. 91-1823805
Contract Dates: January 1, 2025 – December 31, 2026	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Service Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Sound Generations of Seattle-King County, a 501(C)3 non-profit corporation (hereinafter referred to as “the Agency.”) The term of this Agreement is January 1, 2025 - December 31, 2026.

WHEREAS, the City has determined the need to have certain human services like health and recreation programs, provided for its residents and has allocated funds for this purpose; and

WHEREAS, the City desires to contract with the Agency to provide services as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between both parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services**: The Agency shall provide professional services as hereinafter set forth in the Scope of Work, Exhibit A attached and incorporated herein (the “Project” or “Services”) within the identified budget, which is attached hereto as the Program Budget, Exhibit B attached and incorporated herein.
- 1.2 **Additional Services**: The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services provided in Exhibit A. Additional services must be authorized in a written addendum to this Agreement executed by both parties. See Section 3.4 for payment of additional services.
- 1.3 **Notice Affecting Performance**: The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this Agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance**: The Agency shall be responsible for the quality and suitability of Services provided, to provide human services like health and recreation programs to the residents of Lake Forest Park. The City shall judge the adequacy and efficiency of the services provided, the sufficiency of records, and the results produced. If, during the course of this Agreement, the Services rendered do not

produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Contract shall be the Community Programs Planner or a designee. All official communication shall be made through the Community Programs Planner or his or her designated representative(s).
- 2.2. The City shall provide the Agency with information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency’s Fees and Payments

- 3.1 The City will compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A, in a total amount not to exceed the amount specified in the Program Budget, Exhibit B (\$35,000 per calendar year). The compensation shall be paid in equal quarterly payments throughout the term of this Agreement unless a change in basic services is mutually agreed to by the parties pursuant to Section 1.2 above.
- 3.2 The Agency will seek prior written permission from the City for the purchase of items costing \$300 or more with funds provided under this agreement.
- 3.3 Fees for additional services will be negotiated by the City and the Agency.
- 3.4 The Agency shall submit properly executed quarterly invoices with the Invoice for Services, Exhibit C attached and incorporated herein. Invoices will include documentation of costs in the form of payroll reports and receipts and/or purchase orders. The City may withhold payment pending timely delivery for such reports and information.
- 3.5 Invoices and reports will be due by the tenth working day of the month following the quarter.
- 3.6 Administrative or indirect costs accrued by the Agency that are associated with the Project will not be charged to the City.
- 3.7 The Agency’s requests for payment shall be submitted digitally by email to the Community Programs Planner or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1. All work products produced under this Agreement shall remain the property of the City and may be used in any manner the City chooses whether or not the project for which they are made is executed, or whether or not the City has physical possession of the product.

4.2 All equipment purchased by the City, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.

ARTICLE V

Legal Relations

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 Hold Harmless and Indemnification: The Agency hereby agrees to hold harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney’s fees, due to the negligent acts, errors, or omissions of the Agency, the Agency’s agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency’s liability hereunder shall be only to the extent of the Agency’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 5.5 No waiver: Neither the City’s review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.6 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.7 Insurance: Prior to the execution of this Agreement, the Agency shall, at the Agency’s own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best’s rating of not less than A: VII. Furthermore the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency’s insurance and shall not contribute to it.

The commercial general liability policy must provide a minimum coverage of \$2,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency’s sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

The automobile liability insurance shall be in the amount of and not less than \$1,000,000 combined single limit. The automobile liability insurance shall provide coverage for the Agency’s owned and non-owned vehicles.

- 5.8 Subcontractors: The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

- 6.1 Right to Audit: The City shall have the right to audit the Agency’s books and records with respect to Services provided, costs, and compensations paid and any other applicable provisions covered by this Agreement.

The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.

- 6.2 Agency Records: The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.

- 6.3 Maintenance of Records: Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of Service or any other benefits under this Agreement. The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504, and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and when feasible to print on two sides.

ARTICLE IX

Termination of Agreement

9.1 Termination of Agreement for Cause: If a party fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may thereupon terminate this Agreement prior to the Agency’s full performance by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City’s property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City; in addition the City shall have all remedies at law which shall be cumulative.

If the Agency’s insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

9.2 Termination for Convenience of the City: The Agency understands that the City is funding this Project with City funds, and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Agency covered by this Agreement.

ARTICLE X

Future Support

10.1 The City makes no commitment for future support of the Services contracted for herein except as expressly set forth in this Agreement.

ARTICLE XI

Entire Agreement

11.1 Entire Agreement: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement consists of six pages plus the attached Exhibits

incorporated herein. These documents constitute the entire Agreement between the parties and may be amended only by written agreement signed by authorized officers of the parties.

- Exhibit A Scope of Work
- Exhibit B Program Budget
- Exhibit C Invoice for Services, Service Report, and Service Summary Report

- 11.2 Severability: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- 11.3 Modification of Agreement: This Agreement may be modified only by written amendment signed by both the City and Agency and, if required by City resolution or code, approved by the City Council.
- 11.4 Arbitration: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney’s fees, both at arbitration and on appeal.

City of Lake Forest Park

Sound Generations of Seattle-King County

Tom French, Mayor

Denise Klein, CEO

Date _____

Date _____

ATTEST: _____
 Matt McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

Services

1. The Agency will provide social, recreational, health maintenance and enhancement classes and services for seniors, 50 years and older.
2. Services will include but not be limited to: nutritional programs, exercise classes, nursing consultation, health monitoring, educational and financial seminars and other social/recreational activities.
3. For the purposes of this Agreement, units of service will be defined as individual "contacts"/ "attendance" at a health or recreation session at the center.
4. The Agency agrees to the following project requirements:
 - 210** Lake Forest Park residents enrolled in health or recreation sessions
 - 2,031** Hours of attendance in health programs for Lake Forest Park residents
 - 2,558** Hours of attendance in recreation programs for Lake Forest Park residents
5. Services will be provided by qualified class instructors, social workers, nurses, and other health practitioners.
6. The Agency will document the number of unduplicated clients and service units through registration data collected. These records will be made available to the City along with each quarterly invoice.
7. The Agency will be responsible for recruiting clients who reside in Lake Forest Park. Methods may include but will not be limited to: offering satellite classes in Lake Forest Park, distributing fliers in Lake Forest Park, and promoting events on the City's website.
- 8 The Agency will report its services on the Invoice for Services form attached in Exhibit C by the tenth working day of the month following the end of each quarter.

Outcomes

OUTCOME	INDICATOR	MEASUREMENT TOOL
Older adults are able to maintain the highest possible quality of life	<ul style="list-style-type: none"> • Optimum physical and mental health is maintained • Individuals engage in social activities • Individuals are provided with resources/advocacy/services/ support 	Survey at the end of each year

PROGRAM BUDGET - EXHIBIT B [2025-2026]

SECTION 1—Agency Budget

Budget Category	City funds	
	2025	2026
Personnel costs	35,000	35,000

INVOICE FOR SERVICES - EXHIBIT C [2025-2026]

SECTION 2—Service Report

Agency: Shoreline/Lake Forest Park Senior Center

Reporting Dates:

1.	SERVICE NUMBERS	PROGRESS			COMMENTS
		This Quarter	Year to Date	Annual Goal	
	Unduplicated Lake Forest Park residents			210	
	Health program contacts for Lake Forest Park residents			2,150 (hours)	
	Recreation program contacts for Lake Forest Park residents			2,432 (hours)	

OUTCOME	INDICATOR	MEASUREMENT TOOL
Older adults are able to maintain the highest possible quality of life	<ul style="list-style-type: none"> • Optimum physical and mental health is maintained • Individuals engage in social activities • Individuals are provided with resources/advocacy/services/support 	<p>Survey at the end of the year</p> <p>The same tools will be used as required by the Veterans, Seniors, and Human Services Levy Performance Measure data related to “Quality of Service Provided” and “How Clients Have Been Impacted”</p>

2. **Total Number of Clients in this outcome:**
3. **Please explain briefly how you calculated the above results:**
4. **Please attach registration and attendance data to Exhibit C.**



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Programs Planner

Title Resolution 25-2000/Authorizing the Mayor to Sign an Agreement with Center for Human Services for Substance Abuse and Mental Health Counseling and Treatment for Calendar Years 2025-2026

Legislative History

- First Presentation August 5, 2024 City Council Special Meeting
- Second Presentation Included in the 2025-2026 Biennial Budget
- Action Budget Adopted at City Council Meeting 11/14/2024
- Agreement Authorization January 23, 2025

Attachments:

1. Resolution 25-2000/Authorizing the Mayor to Sign an Agreement with Center for Human Services for Substance Abuse and Mental Health Counseling and Treatment for Calendar Years 2025-2026
2. Agreement with the Center for Human Services for 2025-2026
3. Exhibits A and B for Agreement

Executive Summary

In the 2025-2026 biennial budget, the City Council allocated \$27,000 per year to the Center for Human Services (CHS). The funding from the City will allow CHS to continue to provide mental health counseling, drug and alcohol treatment, and outreach services for Lake Forest Park residents and the community whose income is at or below 80% of the state median income or have special circumstances that prevent them from paying the full rate for services. The services are at no cost or on a sliding scale fee to income-qualified clients up to a maximum of \$2,000 of services to any one

individual or family. CHS will report the services it provides on a quarterly basis and include an outcome progress report.

Background

Founded in 1982, CHS provides counseling, treatment, and outreach and education services. The City of Lake Forest Park has provided funds to CHS since 2000. Funding amounts and percentage increases since 2014 are provided below:

The Center for Human Services – LFP Contract		
Year/Biennium	Yearly City Funding Contribution	Percent Change from Previous Year
2014	\$12,000	0%
2015-2016	\$13,200	10%
2017-2018	\$17,000	28.79%
2019-2020	\$27,000	58.82%
2021-2022	\$27,000	0%
2023-2024	\$27,000	0%

Fiscal & Policy Implications

Center for Human Services would not be able to provide mental health counseling, drug and alcohol treatment, and outreach services for residents whose income is at or below 80% of the state median income or have special circumstances that prevent them from paying the full rate for service without the funds from the City.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	Center for Human Services will be able to provide service to all LFP residents as needed
<ul style="list-style-type: none"> • Seek Different Terms 	Less funding for CHS will equal to less services for LFP residents

Staff Recommendation

Review and approve Resolution 25-2000 authorizing the Mayor to sign a contract with Center for Human Services for calendar years 2025-2026.

RESOLUTION NO. 25-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CENTER FOR HUMAN SERVICES FOR SUBSTANCE ABUSE AND MENTAL HEALTH COUNSELING AND TREATMENT FOR CALENDAR YEARS 2025-2026

WHEREAS, the City recognizes the value of providing mental health counseling, drug and alcohol treatment and outreach services to its residents; and

WHEREAS, the City has determined the need to support basic human services in the community; and

WHEREAS, there is a specific need to support those requiring financial support for substance abuse and mental health counseling and treatment; and

WHEREAS, the City desires to contract with the Center for Human Services that can provide such services; and

WHEREAS, Center for Human Services is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Attachment 1 with Center for Human Services for calendar years 2025-2026.

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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 7, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-2000



Agency: Center for Human Services	Federal ID No. 23-7082323
Contract Dates: January 1, 2025-December 31, 2026	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and the Center for Human Services, a 501(C)3 non-profit corporation (hereinafter referred to as “the Agency.”) The term of this Agreement is January 1, 2025 - December 31, 2026.

WHEREAS, the City has determined the need for certain human services for its citizens and has allocated funds for this purpose; and

WHEREAS, the City desires to contract with the Agency to provide services as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed upon between both parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services:** The Agency will provide mental health counseling, drug and alcohol treatment, and outreach services for Lake Forest Park low-income residents who are at or below 80% of the state median income or have special circumstances that prevent them from paying the full rate for service. The service will be at no cost or on a sliding scale fee to income qualified clients. The Agency will also provide preventive education services in the schools and other sites where there are youth in attendance. The services are specifically identified in the Scope of Work, Exhibit A (the “Project” or “Services”).
- 1.2 **Additional Services:** The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement executed by both parties.
- 1.3 **Notice Affecting Performance:** The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform Services purchased through this Agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance:** The Agency shall be responsible for the quality and suitability of the human services provided. The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the Services

rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Contract shall be the Community Program Planner or a designee. All official communication shall be made through the Community Program Planner or his or her designated representative(s).
- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency’s Fees and Payments

- 3.1 The City shall compensate the Agency for satisfactorily providing the Services identified in the Scope of Work, Exhibit A, up to a maximum total compensation not to exceed \$27,000 per year to be applied to the costs to provide direct services to Lake Forest Park residents. The total compensation shall remain constant throughout the Project unless there is a change in the basic services as described in Section 1.2
- 3.2 Fees for any additional services will be negotiated by the City and the Agency.
- 3.3 To secure payment, the Agency shall submit properly executed quarterly invoices with the Invoice for Services, Service Report, and Service Summary Report, Exhibit B.
- 3.4 Invoices for Services will be due the tenth working day of the month following each quarter. Invoices without the appropriate service reports will not be paid until the City has received the service reports.
- 3.5 Administrative or indirect costs accrued by the Agency will not be charged to the City.
- 3.6 The Agency’s requests for payment shall be submitted electronically by email to the Community Programs Planner or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1. All work products produced under this Agreement shall remain the property of the City and may be used in any manner the City chooses whether or not the City has physical possession of the work products.
- 4.2 All equipment purchased by the City for the Agency, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.

ARTICLE V

Legal Relations

- 5.1 **Compliance with laws:** The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 **Applicable laws; venue:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 **Independent Contractor:** In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 **No waiver:** Neither the City’s review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 **Rights Cumulative:** The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.6 **Insurance:** Prior to the execution of this Agreement, the Agency shall, at the Agency’s own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best’s rating of not less than A: VII. Furthermore, the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance as respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency’s insurance and shall not contribute to it.

The commercial general liability policy must provide a minimum coverage of \$2,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency’s sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

- 5.7 **Hold Harmless and Indemnification:** The Agency hereby agrees to hold harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney’s fees, due to the negligent acts, errors, or omissions of the Agency, the Agency’s agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency’s liability hereunder shall be only to the extent of the Agency’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of

this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 5.8 Subcontractors: The Agency shall not assign or subcontract any portion of the Services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

- 6.1 Right to Audit: The City shall have the right to audit the Agency’s books and records with respect to Services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement.

The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.

- 6.2 Agency Records: The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.

- 6.3 Maintenance of Records: Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

- 7.2 The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504 and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and, when feasible, to print on two sides.

ARTICLE IX

Termination of Agreement

9.1 Termination of Agreement for Cause: If a party fails to fulfill in a timely and proper manner its obligation under this Agreement, the other party may thereupon terminate this Agreement prior to the Agency’s full performance, by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City’s property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City; in addition, the City shall have all remedies at law which shall be cumulative.

If the Agency’s insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

9.2 Termination for Convenience of the City: The Agency understands that the City is funding this Project with City funds, and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Agency covered by this Agreement.

ARTICLE X

Future Support

10.1 The City makes no commitment for future support of the Services contracted for herein except as expressly set forth in this Agreement.

ARTICLE XI

Entire Agreement

11.1 Entire Agreement: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of six pages plus the attached exhibits incorporated herein:

- Exhibit A Scope of Work
- Exhibit B Invoice for Services, Service Report, and Service Summary Report

- 11.2 Severability: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- 11.3 Modification of Agreement: This Agreement may be modified only by written amendment signed by both the City and the Agency, and if required by City resolution, ordinance, or code, approved by the City Council.
- 11.4 Arbitration: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney's fees, both at arbitration and on appeal.

City of Lake Forest Park

Center for Human Services

Tom French, Mayor

Colleen Blake, Board President

Date _____

Date _____

ATTEST: _____
Matthew McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

The Agency will provide mental health and substance abuse assessments, substance abuse treatment and mental health counseling to Lake Forest Park residents with incomes at or below 80% of the State Median Income or have extenuating circumstances that prevent them from paying the full cost for service. Family Support services are provided to people of all income brackets at no cost.

The services will be provided through the Agency's Mental Health Programs, Substance Abuse Program and Family Support Program.

The Agency will maintain State and/or County certification for the quality of their services. The Agency will share the results of State and/or County reports that monitor their services with the City.

Outreach/prevention services are defined as non-client activities to facilitate services. This may include a one-time consult, referral and meeting with referral sources.

SECTION 2—Reporting

Outcomes

The Agency will report on the outcome of their services with each quarterly report.

Those include:

1. Substance Use Treatment: Client's use of alcohol/drugs will decrease at or before discharge.
2. Mental Health: Clients will show a reduction of symptoms.
3. Family Support: Participants will exhibit positive parent/child relationships.

Outputs

The Agency will also report with each quarterly report:

1. Identification number for each Lake Forest Park client
2. Date of service
3. Type of service provided
4. Number and duration of sessions

Outreach/Referral

The Agency will describe this service in its report.

INVOICE FOR SERVICES - EXHIBIT B [2025-2026]

SECTION 1—Invoice

Payer:
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Community Programs Planner
 (206) 957-2814

Payment to:
 Center for Human Services
 17018 15th Avenue NE
 Shoreline, WA 98155
 Agency Contact: Beratta Gomillion
 (206) 362-7282

Billing Period:	Total Quarter Request:
Date submitted:	
Yearly Contract Amount	\$27,000
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Payment Request For Services

Payment in the amount of \$6,750 will be made to CHS each quarter, not to exceed \$27,000 annually.

Service	Fee	This Request	Previous Request	YTD	Balance
Total					

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____
Authorized Signature: _____

Title: _____
Date: _____

INVOICE FOR SERVICES - EXHIBIT B [2025-2026]

SECTION 2—Service Report

Agency: Center for Human Services

Reporting Dates: _____ to _____

	Client Identification Number	Services	Dates of Service	Number of Services Hours	Status
1.					
2.					
3.					
4.					
5.					
6.					

Service Summary Report - EXHIBIT B [2025-2026]

SECTION 3—Service Summary Report

Agency: Center for Human Services

Reporting Dates: _____ to _____

Service Numbers	Progress		Comments
	This Quarter	Year to Date (YTD)	
Individuals, couples and families receiving individual treatment			
Clients attending group sessions			
Intakes or assessments			
Percent of intakes or assessments resulting in treatment			
Outreach Referral (Describe)			
Family Support services			

Outcome Measurement Criteria:

Outcome	Indicator	Measurement Tool
People addicted to alcohol/drugs are able to break their dependency	Client's use of alcohol/drugs will decrease at or before discharge	Before treatment and after treatment information obtained through self-reporting, UA results, and counselor assessment
Clients receiving mental health counseling will increase their emotional well-being	Clients will show a reduction in symptoms	Review of treatment plan
People participating in Family Support Programming will strengthen parent/child relationships	Participants will exhibit positive parent/child relationships	Parent survey

SECTION 3—Service Summary Report (cont.)

Agency: Center for Human Services

Reporting Dates: _____ to _____

Outcome Results:

Drug and Alcohol Treatment	This Quarter	Year to Date (YTD)
Number of clients in this Outcome		
Number of clients that decreased or abstained from using alcohol or drugs		
Success Rate		
Target Success Rate		
Mental Health Treatment	This Quarter	Year to Date (YTD)
Number of clients in this Outcome		
Number of clients that show reduction in symptoms		
Success Rate		
Target Success Rate		
Totals		



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Programs Planner

Title Resolution 25-2001/Authorizing the Mayor to Sign an Agreement with The Friends of Third Place Commons for Calendar Years 2025-2026

Legislative History

- First Presentation August 12, 2024 City Council Special Meeting
- Second Presentation Included in the 2025-2026 Biennial Budget
- Action Budget Adopted at City Council Meeting 11/14/2024
- Agreement Authorization January 23, 2025

Attachments:

1. Resolution 25-2001/Authorizing the Mayor to Sign an Agreement with The Friends of Third Place Commons for Calendar Years 2025-2026
2. Agreement with the Friends of Third Place Commons for 2025-2026
3. Exhibits A-C for Agreement

Executive Summary

In the 2025-2026 biennial budget, the City allocated \$35,000 per year to the Friends of Third Place Commons (the “Commons”). The Commons will continue to provide a venue for the City, community of all ages, and art/culture programs at no charge to the public. The Commons will continue to report the services it provides semiannually, along with an outcome progress report. Under the proposed agreement, the Commons is required to demonstrate an \$11,000 match from Lake Forest Park citizens, businesses, and local non-government agencies for each year of this agreement.

Background

Founded in 1999, the Friends of Third Place Commons provides a venue for the City, arts, seniors, businesses, schools, libraries, youth, healthcare, resident programs, and events in the community. The Third Place Commons functions, in large part, as the City’s “community center.” The City has provided funds to the Commons since 2001. Contract amounts and the required matching funds since 2007 are provided below:

Third Place Commons – LFP Contract								
	2007-2008	2009-2014	2015-2016	2017-2018	2019-2020	2021-2022	2023-2024	2025-2026
City Contribution	25,500	26,000	26,520	27,000	28,500	28,500	28,500	35,000
Required TPC Match	5,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Annual Total	30,500	37,000	37,520	38,000	39,500	39,500	39,500	46,000

Fiscal & Policy Implications

The Friends of Third Place Commons would be unable to provide a gathering space for the city, community, youth, seniors, teens, and art and culture programs at no charge to the public without funds from the city.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	<p>Friends of Third Place Commons will be able to provide service to all LFP residents at no charge</p>
<ul style="list-style-type: none"> • Seek Different Terms 	<p>Less funding for the Friends of Third Place Commons will equal to less services for LFP residents</p>

Staff Recommendation

Review and approve Resolution 25-2001 authorizing the Mayor to sign an agreement with Friends of Third Place Commons for calendar years 2025-2026.

RESOLUTION NO. 25-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH FRIENDS OF THIRD PLACE COMMONS FOR CALENDAR YEARS 2025-2026

WHEREAS, there is a need for a community gathering place in the City to host programs and events; and

WHEREAS, Friends of Third Place Commons provides a gathering place for arts, seniors, businesses, schools, library, healthcare, and resident programs and events; and

WHEREAS, the City desires to contract with Friends of Third Place Commons to provide these programs and events for the community as described within the agreement attached hereto; and

WHEREAS, the Friends of Third Place Commons is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Attachment A with Friends of Third Place Commons for calendar years 2025-2026.

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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 10, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-2001



Agency: Friends of Third Place Commons	Federal ID Number: 91-2054524
Contract Dates: January 1, 2025 – December 31, 2026	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement entered into between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Friends of Third Place Commons, a 501(C)3 non-profit (hereinafter referred to as “the Agency.”) The term of this agreement is January 1, 2025 - December 31, 2026.

WHEREAS, the City has determined that Third Place Commons provides a needed community gathering place for arts, culture, entertainment, information, and socialization; and

WHEREAS, the City desires to contract with the Agency to provide services for such a gathering place as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible services, consistent with all requirements of State law and City ordinances and regulations as provided for herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services**: The Agency shall provide the basic services set forth in the Scope of Work attached and incorporated herein as Exhibit A (the “Project” or “Services”).
- 1.2 **Additional Services**: The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both parties.
- 1.3 **Notice Affecting Performance**: The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance**: The Agency shall be responsible for the quality and suitability of services provided at Third Place Commons to provide a community gathering place for arts, culture, entertainment, information, and socialization. The City shall judge the adequacy and efficiency of the services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and cause for termination.
- 1.5 **Use of Contract Funds**: The Agency agrees that it will not use any funds received from the City for

the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. For purposes of this section, "assisting a campaign" and "promotion of or opposition to any ballot proposition" shall have the meaning provided in Ch. 42.17A RCW.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Agreement shall be the Community Programs Planner or a designee. All official communication shall be made through the Community Program Planner or his or her designated representative(s).
- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency’s Fees and Payments

- 3.1 The City shall compensate the Agency for satisfactorily providing the programs identified in the Scope of Work, Exhibit A, up to a maximum compensation not to exceed \$35,000 in 2025 and in 2026. Notwithstanding the payments for services identified in the Scope of Work, Exhibit A, the City’s obligation to compensate the Agency is capped at \$24,000.00 per calendar year during the term of this Agreement, unless the Agency documents to the City as set forth in the Program Budget attached and incorporated herein as Exhibit B that the Agency raised at least \$11,000.00 per calendar year from residents of the City, businesses located in the City or other non-government agencies, in which case the City’s obligation to compensate the Agency shall be capped at \$35,000 in 2025 and in 2026. The Agency will provide documentation to the City that it has raised 50% (\$5,500.00) of the required \$11,000 match by June 30th of each calendar year during the term of this Agreement, and will provide documentation that it has raised 100% (\$11,000.00) of the required match by December 31st of each calendar year of this Agreement.
- 3.2 To secure payment, the Agency shall submit properly executed semiannual invoices along with a completed Invoice for Services, Service Report, and Service Summary Report, all as set forth in Exhibit C. Payment shall be due within thirty (30) days of the City’s receipt of the properly executed invoice accompanied by the Exhibit C documentation.
- 3.3 Invoices for Services will be due by the tenth working day of the month following every half year. Invoices without the appropriate service reports will not be paid until the service reports have been received by the City.
- 3.4 Administrative or indirect costs accrued by the Agency will not be charged to the City.
- 3.5 The Agency’s requests for payment shall be submitted electronically by email to the Community Programs Planner or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.2.1 All equipment purchased by the City, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.
- 4.3 The Agency will seek prior written permission from the City for the purchase of items costing \$300 or more with funds provided under this agreement.

ARTICLE V

Legal Relations

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall not make claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 No waiver: Neither the City’s review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.6 Insurance:

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor’s work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

- a. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

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

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance

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

5.7 Hold Harmless and Indemnification: The Agency hereby agrees to hold harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney’s fees, due to the negligent acts, errors, or omissions of the Agency, the Agency’s agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency’s liability hereunder shall be only to the extent of the Agency’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.8 Subcontractors: The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

6.1 Right to Audit: The City shall have the right to audit the Agency’s books and records with respect to services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.

6.2 Agency Records: The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.

6.3 Maintenance of Records: Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504, and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and when feasible to print on two sides.

ARTICLE IX

Termination of Agreement

9.1 Termination of Agreement for Cause:

If a party to this Agreement fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may thereupon terminate this Agreement prior to the Agency’s full performance, by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City’s property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City; in addition the City shall have all remedies at law which shall be cumulative.

If the Agency’s insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

9.2 Termination for Convenience of the City: The Agency understands that the City is funding this Project with City funds, and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Agency covered by this Agreement.

ARTICLE X

Future Support

10.1 The City makes no commitment for future support of the Services contracted for herein except as expressly set forth in this Agreement.

ARTICLE XI

Entire Agreement

11.1 Entire Agreement: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of eight pages plus the attached exhibits incorporated herein:

- Exhibit A Scope of Work
- Exhibit B Program Budget
- Exhibit C Invoice for Services, Service Report, and Service Summary Report

11.2 Severability: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

11.3 Modification of Agreement: This Agreement may be modified only by written amendment signed by both the City and Agency and, if required by City resolution, ordinance or code, approved by the City Council.

11.4 Arbitration: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney’s fees, both at arbitration and on appeal.

City of Lake Forest Park

Friends of Third Place Commons

Tom French, Mayor

Silje Sodal, Executive Director

Date _____

Date _____

ATTEST: _____
Matthew McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt City Attorney

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

The Agency will provide the following programs each year, free to the public.

Programs

1. **Community Events**
(14 total events)

2. **Farmers Markets**
(24 total sessions)

3. **Senior Events**
(3 total events)

4. **Teen/Youth Programs**
(4 total events)

5. **Performing Artists**
(20 events)

PROGRAM BUDGET - EXHIBIT B [2025-2026]

Budget Category	LFP Funds	LFP Funds
	2025	2026
Program Expenses: Marketing, Supplies, Artist Fees <i>(including \$11,000 City match)</i>	\$35,000	\$35,000
Total	\$35,000	\$35,000

INVOICE FOR SERVICES - EXHIBIT C [2025-2026]

SECTION 1—Invoice

Payer:

City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Cory Mattson, Community Programs Planner
 (206) 957-2814

Payment to:

Friends of Third Place Commons
 17171 Bothell Way NE
 Lake Forest Park, WA 98155
 Agency Contact: Silje Sodal, Executive Director
 (206) 366-3302

Billing Period:	Total Quarter Request:
Date submitted:	
Yearly Contract Amount	\$35,000
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Total Required Yearly Match	\$	11,000.00	<i>*Please provide documentation in Exhibit C(2)</i>
Required by 6/30: \$5,500			
Required by 12/31: \$5,500			

Payment Request For Services

Service	Fee	This Request	Previous Request	YTD	Balance
Total					

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____
Authorized Signature: _____

Title: _____
Date: _____

PROGRAM BUDGET - EXHIBIT C [2025-2026]

SECTION 2

PROOF OF LOCAL FUNDING MATCH

Notwithstanding the payments for services identified in the Scope of Work, Exhibit A, the City's obligation to compensate the Agency is capped at \$35,000.00 for each year unless the Agency provides the City with documentation as defined in the Program Budget, Exhibit B that the Agency raised funds from residents of the City, businesses located in the City or other non-government agencies during calendar years 2025 and 2026. Upon receipt of the proper documentation as defined in the Program Budget, Exhibit B, the City shall pay the Agency up to but not to exceed an additional \$11,000.00. Payment shall be made in a lump sum for any services rendered and unpaid for, and to the extent services are not rendered then as they are provided.

DATE: _____

	<u>Funding Source</u>	<u>Amount</u>	<u>Date</u>	<u>Notes</u>
1.				
2.				
3.				
4.				
5.				

INVOICE FOR SERVICES - EXHIBIT C [2025-2026]

SECTION 3—Service Report

Agency: Friends of Third Place Commons

Reporting Dates: _____ to _____

	Program/Activity	Event Date	Event Location	Actual # of Attendees	Projected # of Attendees
1.					
2.					
3.					
4.					
5.					
6.					

SECTION 3—Service Summary Report

1. Describe your achievements for the half year in implementing program activities:

2. Did you reach your performance/attendance goals?

INVOICE FOR SERVICES - EXHIBIT C [2025-2026]

SECTION 3—Service Summary Report

Agency: Friends of Third Place Commons

Reporting Dates: _____ to _____

3. If you did not reach your performance/attendance goals, please explain why and list what corrective actions you will take to ensure that this does not happen again.

4. Please describe any insights into/about your program's development:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Programs Planner

Title Resolution 25-2002/Authorizing the Mayor to Sign an Agreement with ShoreLake Arts for Calendar Years 2025-2026

Legislative History

- First Presentation August 12, 2024 City Council Special Meeting
- Second Presentation Included in the 2025-2026 Biennial Budget
- Action Budget adopted at City Council Meeting 11/14/2024
- Agreement Authorization January 23, 2025

Attachments:

1. Resolution 25-2002/Authorizing the Mayor to Sign an Agreement with ShoreLake Arts for Calendar Years 2025-2026
2. Agreement with ShoreLake Arts for 2025-2026
3. Exhibits A-C for Agreement

Executive Summary

In the 2025-2026 biennial budget, the City allocated \$30,000 per year to ShoreLake Arts (previously the Shoreline/Lake Forest Park Arts Council). This funding and contract will allow ShoreLake Arts to continue providing art and cultural events in Lake Forest Park. ShoreLake Arts will report on its services quarterly and include an outcome progress report.

Background

Founded in 1989, the Shoreline/Lake Forest Park Arts Council provides arts, culture, and children’s programs and events in the community. In 2020, the Arts Council rebranded to ShoreLake Arts. The City has provided funds to ShoreLake Arts since 2000. Funding levels from 2007 to the current biennium are provided below:

Shoreline/Lake Forest Park Arts Council – LFP Contract									
	2007	2008	2009-2014	2015-2016	2016-2017	2019-2020	2021-2022	2023-2024	2025-2026
City Contribution	\$15,600	\$16,070	\$16,000	\$16,320	\$16,500	\$18,000	\$18,000	\$18,000	\$30,000
Total	\$21,660	\$22,130	\$22,060	\$22,820	\$23,000	\$24,500	\$24,500	\$24,500	\$30,000
Percent Change		3%	-.04%	2%	1.1%	9.09%	0%	0%	66%

Fiscal & Policy Implications

ShoreLake Arts would not be able to provide art and culture events for the Lake Forest Park community without the funds from the City.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	<p>ShoreLake Arts will be able to provide service to all LFP residents as needed</p>
<ul style="list-style-type: none"> • Seek Different Terms 	<p>Less funding for ShoreLake Arts will equal to less services for LFP residents</p>

Staff Recommendation

Review and approve Resolution 25-2002 authorizing the Mayor to sign a contract with ShoreLake Arts for calendar years 2025-2026.

RESOLUTION NO. 25-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SHORELAKE ARTS FOR CALENDAR YEARS 2025-2026

WHEREAS, the City recognizes the value of cultural events and activities for its citizens; and

WHEREAS, the City desires to contract with ShoreLake Arts to provide services as described within the agreement attached hereto; and

WHEREAS, ShoreLake Arts is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement in substantially the same form attached hereto as Attachment A with ShoreLake Arts for calendar years 2025-2026.

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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 8, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-2002



Agency: Shoreline/Lake Forest Park Arts Council	Federal ID Number: 91-1475914
Contract Dates: January 1, 2025 – December 31, 2026	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington hereinafter referred to as “the City,” and the Shoreline/Lake Forest Park Arts Council, also known as ShoreLake Arts, a 501(c)(3) nonprofit organization hereinafter referred to as “the Agency.” The term of this Agreement is January 1, 2025-December 31, 2026.

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services:** The Agency will provide public arts programs that are specifically identified in the Scope of Work, attached and incorporated as Exhibit A (the “Project” or “Services”).
- 1.2 **Additional Services:** The Agency may be requested in writing to perform additional or follow-up work in addition to the basic Services in Exhibit A. Additional Services must be authorized in a written addendum to this Agreement and approved by both parties.
- 1.3 **Notice Affecting Performance:** The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this Agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance:** The Agency shall be responsible for the quality and suitability of Services provided. The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Agreement shall be the Community Programs Planner or a designee. All official communication shall be made through the Community Programs Planner or his or her designated representative(s).
- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency's Fees and Payments

- 3.1 The City shall compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A, for each service or series of services provided, not to exceed \$30,000 in 2025 and in 2026. The Program Budget, attached and incorporated herein as Exhibit B, shall remain constant throughout the Project, unless a change in the basic services and compensation therefore is mutually agreed to by the parties pursuant to Section 1.2.
- 3.2 Fees for services in addition to those identified in Exhibit A will be negotiated by the City and the Agency.
- 3.3 To secure payment, the Agency shall submit properly executed quarterly invoices with the Invoice for Services set forth in Exhibit C, attached and incorporated herein.
- 3.4 Invoices for Services will be due by the tenth working day of the month following each quarter. Invoices without the appropriate service reports will not be paid until the reports are received by the City.
- 3.5 The Agency's requests for payment shall be submitted electronically by email to the Community Programs Planner or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1 All equipment purchased by the City, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.

ARTICLE V

Legal Relations

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall not make claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 No waiver: Neither the City's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

5.5 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.

5.6 Insurance:

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

- a. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

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

F. Other Insurance Provision

The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any

insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance

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

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- 6.3 **Maintenance of Records:** Records shall be maintained for a period of three (3) years after termination of the Agreement.

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Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

- 7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504 and the Americans with Disabilities Act of 1990 (ADA).

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Recycled Product Procurement Policy

- 8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and, when feasible, to print on two sides.

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Future Support

10.1 The City makes no commitment for future support of the services contracted for herein except as expressly set forth in the Agreement.

ARTICLE XI

Entire Agreement

11.1 **Entire Agreement:** This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of seven pages plus the attached exhibits incorporated herein:

- Exhibit A Scope of Work
- Exhibit B Program Budget
- Exhibit C Invoice for Services, Service Report, and Service Summary Report

11.2 **Severability:** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

11.3 **Modification of Agreement:** This Agreement may be modified by written amendment only after it has been signed by both the City and the Agency and, if required by City resolution, ordinance or code, approved by the City Council.

11.4 Arbitration: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney's fees, both at arbitration and on appeal.

City of Lake Forest Park

Shoreline/Lake Forest Park Arts Council

Tom French, Mayor

Nancy Malek, Board President

Date _____

Date _____

ATTEST: _____
Matt McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

The Agency will provide the following programs each year at a fee for service, based on the following Budget:

<u>Programs to be held within the City of Lake Forest Park</u>	<u>Cost</u>
1. Arts in the Park Events	\$20,000
A. Two (2) summertime arts events in Animal Acres Parks (June, July, August) One (1) of these events must be a concert One (1) of these events must be free	
B. One (1) arts and culture event (Feb-Nov)	
2. Youth Arts Education	\$7,000
A. Two (2) Hands-on-Art activities	
B. Programming or classes specifically designed for K-12 age groups (may be in LFP surrounding areas, but must include LFP targeted advertising)	
C. Where possible, programming will include providing materials to LFP K-12 schools:	
i. Brookside Elementary	
ii. Lake Forest Park Elementary	
iii. Kellogg Middle School	
iv. Shorecrest High School	
D. Materials provided to schools will be free to the schools	
E. Programming includes scholarship or flexible payment options where possible	
3. Community Outreach/Family Events	\$3,000
A. One (1) free special or family event	
B. Publicity and Outreach (example: annual report, Enews, social media efforts)	

Program Changes

The Agency will contact the City for approval prior to making changes in work products or reallocation of costs that are identified in this Agreement.

PROGRAM BUDGET - EXHIBIT B [2025-2026]

Budget Category	LFP Funds	LFP Funds
	2025	2026
Personnel Costs and Program/Operating Expenses like: Marketing, Supplies, Artist Fees	30,000	30,000
Total:	\$30,000	\$30,000

INVOICE FOR SERVICES - EXHIBIT C [2025-2026]

SECTION 1—Invoice

Payer:

City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Cory Mattson, Community Programs Planner
 (206) 957-2814

Payment to:

Shoreline Lake Forest Park Arts Council
 18560 1st Ave. NE
 Shoreline, WA 98155
 Agency Contact: Laura James, Executive Director
 (206) 417-4645

Billing Period:	Total Quarter Request:
Date submitted:	
Yearly Contract Amount	\$30,000
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Payment Request For Services

Service	Fee	This Request	Previous Request	YTD	Balance
Total					

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____
Authorized Signature: _____

Title: _____
Date: _____

INVOICE FOR SERVICES - EXHIBIT C [2025-2026]

SECTION 2—Service Report

Agency: Shoreline/Lake Forest Park Arts Council

Reporting Dates: _____ to _____

	Program/Activity	Event Date	Event Location	Actual # of Attendees	Projected # of Attendees
1.					
2.					
3.					
4.					
5.					
6.					

SECTION 3—Service Summary Report

1 Describe your achievements for the quarter in implementing program activities:

2 Programs Lessons Learned:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	January 23, 2025
Originating Department	Community Development Department
Contact Person	Cory Mattson, Community Programs Planner
Title	Resolution 25-2003/Authorizing the Mayor to Sign an Agreement with the Shoreline Historical Museum for Calendar Years 2025-2026

Legislative History

- First Presentation August 5, 2024 City Council Special Meeting
- Second Presentation Included in the 2025-2026 Biennial Budget
- Action Budget adopted at City Council Meeting 11/14/2024
- Agreement Authorization January 23, 2025

Attachments:

1. Resolution 25-2003/Authorizing the Mayor to Sign an Agreement with the Shoreline Historical Museum for Calendar Years 2025-2026
2. Agreement with Shoreline Historical Museum for 2025-2026
3. Exhibits A and B for Agreement

Executive Summary

In the 2025-2026 biennial budget, the City allocated \$19,200 to the Shoreline Historical Museum, not to exceed \$9,600 each year. This funding and contract will allow the Shoreline Historical Museum to provide the city and residents with programs to support education and understanding of the history of Lake Forest Park and its surrounding area. This would include preserving, recording, and interpreting the heritage and history of Lake Forest Park, specifically for the Lakefront Property development of this contract cycle. The Shoreline Historical Museum will report on its services quarterly and include an outcome progress report.

Background

The Shoreline Historical Museum, a non-profit 501(c)3 organization founded in 1975, is dedicated to preserving, recording and interpreting the heritage of historic Shoreline, Lake Forest Park and North Seattle. This region spans from N/NW 85th Street to NE 205th Street and from Puget Sound to Lake Washington. This will be the first year the City will provide funds to the Shoreline Historical Museum.

Fiscal & Policy Implications

The Shoreline Historical Museum would not be able to provide additional programs to support education and understanding of the history of Lake Forest Park and its surrounding community without funds from the City.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve	The Shoreline Historical Museum will be able to provide service to the City and LFP residents as needed
<ul style="list-style-type: none">• Seek Different Terms	Less funding for the Shoreline Historical Museum will equal to less services for LFP residents and the City

Staff Recommendation

Review and approve Resolution 25-2003 authorizing the Mayor to sign an agreement with Shoreline Historical Museum for calendar years 2025-2026.

RESOLUTION NO. 25-2003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE SHORELINE HISTORICAL MUSEUM FOR CALENDAR YEARS 2025-2026

WHEREAS, the City recognizes the value of preserving, recording and interpreting the heritage and history of Lake Forest Park and its surrounding area; and

WHEREAS, the City desires to contract with the Shoreline Historical Museum to provide services as described within the agreement attached hereto; and

WHEREAS, the Shoreline Historical Museum is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Attachment A with the Shoreline Historical Museum for calendar years 2025-2026.

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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 15, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-2003



Agency: Shoreline Historical Museum	Federal ID No. 51-0147436
Contract Dates: January 1, 2025-December 31, 2026	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and the Shoreline Historical Museum, a 501(C)3 non-profit corporation (hereinafter referred to as “the Agency.”) The term of this Agreement is January 1, 2025 - December 31, 2026.

WHEREAS, the City has determined the need for program support for education and understanding of the history of Lake Forest Park and the surrounding area for its citizens and has allocated funds for this purpose; and

WHEREAS, the City desires to contract with the Agency to provide services as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible services, consistent with all requirements of State law and City ordinances and regulations as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed upon between both parties as follows:

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services**: The Agency will provide services preserving, recording and interpreting the heritage of historic Shoreline, Lake Forest Park and North Seattle. This region spans 85th to 205th, from Puget Sound to Lake Washington. The focus of this agreement will be education and understanding of the history of Lake Forest Park. The services are specifically identified in the Scope of Work, attached and incorporated herein as Exhibit A (the “Project” or “Services”).
- 1.2 **Additional Services**: The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement executed by both parties.
- 1.3 **Notice Affecting Performance**: The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform Services purchased through this Agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance**: The Agency shall be responsible for the quality and suitability of the human services provided. The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the Services rendered do not produce the desired results, the Agency shall take such corrective action as the City

may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Contract shall be the Community Programs Planner or a designee. All official communication shall be made through the Community Programs Planner or his or her designated representative(s).
- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency’s Fees and Payments

- 3.1 The City shall compensate the Agency for satisfactorily providing the Services identified in the Scope of Work, Exhibit A, up to a maximum total compensation not to exceed \$9,600 per year to be applied to the costs to provide direct services to Lake Forest Park. The total compensation shall remain constant throughout the Project unless there is a change in the basic services as described in Exhibit A.
- 3.2 Fees for any additional services will be negotiated by the City and the Agency.
- 3.3 To secure payment, the Agency shall submit properly executed quarterly invoices with the Invoice for Services, Service Report, and Service Summary Report, attached and incorporated herein as Exhibit B.
- 3.4 Invoices for Services will be due the tenth working day of the month following each quarter. Invoices without the appropriate service reports will not be paid until the City has received the service reports.
- 3.5 Administrative or indirect costs accrued by the Agency will not be charged to the City.
- 3.6 The Agency’s requests for payment shall be submitted electronically by email to the Community Programs Planner or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1. All work products produced under this Agreement shall remain the property of the City and may be used in any manner the City chooses whether or not the City has physical possession of the work products.
- 4.2 All equipment purchased by the City for the Agency, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.

ARTICLE V

Legal Relations

- 5.1 **Compliance with laws:** The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2 **Applicable laws; venue:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 **Independent Contractor:** In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 **No waiver:** Neither the City’s review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 **Rights Cumulative:** The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.

5.6 **Insurance:**

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor’s work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor’s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10

10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

- a. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

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

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance

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

- 5.7 **Hold Harmless and Indemnification:** The Agency hereby agrees to hold harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney’s fees, due to the negligent acts, errors, or omissions of the Agency, the Agency’s agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency’s liability hereunder shall be only to the extent of the Agency’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 5.8 **Subcontractors:** The Agency shall not assign or subcontract any portion of the Services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

- 6.1 **Right to Audit:** The City shall have the right to audit the Agency’s books and records with respect to Services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement.

The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.

- 6.2 **Agency Records:** The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.

- 6.3 **Maintenance of Records:** Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical

handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

- 7.2 The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504 and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

- 8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and, when feasible, to print on two sides.

ARTICLE IX

Termination of Agreement

- 9.1 Termination of Agreement for Cause: If a party fails to fulfill in a timely and proper manner its obligation under this Agreement, the other party may thereupon terminate this Agreement prior to the Agency’s full performance, by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City’s property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City; in addition, the City shall have all remedies at law which shall be cumulative.

If the Agency’s insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

- 9.2 Termination for Convenience of the City: The Agency understands that the City is funding this Project with City funds, and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Agency covered by this Agreement.

ARTICLE X

Future Support

- 10.1 The City makes no commitment for future support of the Services contracted for herein except as expressly set forth in this Agreement.

ARTICLE XI

Entire Agreement

11.1 Entire Agreement: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of seven pages plus the attached exhibits incorporated herein:

- Exhibit A Scope of Work
- Exhibit B Invoice for Services, Service Report, and Service Summary Report

11.2 Severability: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

11.3 Modification of Agreement: This Agreement may be modified only by written amendment signed by both the City and the Agency, and if required by City resolution, ordinance, or code, approved by the City Council.

11.4 Arbitration: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney’s fees, both at arbitration and on appeal.

City of Lake Forest Park

Center for Human Services

Tom French, Mayor

Kenneth Douth, Executive Director

Date _____

Date _____

ATTEST: _____
Matthew McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

Scope of Services to be Provided by the Agency during the term of this agreement:

The Agency shall provide the City of Lake Forest Park residents programs to support education and understanding of the history of Lake Forest Park.

- A. Performance Measures: The Agency shall provide the following each year
1. Collaborative Exhibits:
One (1) collaborative exhibit or evaluation and update of a previous exhibit with Lake Forest Park or a designated LFP community partner
 2. Tours, Outreach, and Related Programs
Tour Groups: ~ Two
Community outreach activities (i.e. community events, walking tours, etc): ~ Two
 3. Historic Preservation Research
Access to services provided year-round for City staff, consultants, residents and community groups. Continually assess and research Lake Forest Park specific materials for archives
 4. Lakefront Property

Work with the City and its Parks and Recreation Advisory Board (PRAB) staff in coordination of the properties history for its design and development.
 5. Community Partnership Development
Meet a minimum of three (3) times a year with community partners and City PRAB staff to maximize marketing for heritage activities and other cultural activities.
 6. Public Health and Safety
All programs, events, and activities shall be conducted in accordance with public health guidelines, including but not limited to, Washington State or King County Departments of Health in effect at the time of the activity.
- B. The City of Lake Forest Park shall be able to use the museum facility meeting space at no cost, based on availability.
- C. Operation Hours: The Museum facility will be open year-round, with typical hours being Tuesday through Saturday 10 a.m. to 4 p.m. Archives, special tours and related research will be available by appointment.
- D. Marketing: The Agency will provide marketing for all events, programs, and services through the Museum's normal methods, including but not limited to, website, e-newsletter, social media, and brochures.

INVOICE FOR SERVICES - EXHIBIT B [2025-2026]

SECTION 2—Service Report

Agency: Shoreline Historical Museum

Reporting Dates: _____ to _____

	Program/Activity	Event Date	Event Location	Number of Services Hours	Status /Outcome
1.					
2.					
3.					
4.					
5.					
6.					

SECTION 3—Service Summary Report

1. Describe your achievements and lessons learned for the quarter in implementing program activities:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 25-2004/Declaring Certain Assets as Surplus for Disposition Through Direct Sale or Public Auction

Legislative History

- First Presentation – January 23, 2025, Regular City Council Meeting

Attachments:

1. Resolution 25-2004
2. Resolution 612 – Establishing a policy relating to the disposal of surplus other than real estate

Executive Summary

This Resolution would declare five vehicles surplus and authorize their disposal per City policy. The adopted 2023-2024 biennial budget allocated funds to purchase two new patrol vehicles in the police department and two new vehicles in public works. The police department took delivery of two new vehicles earlier this year. A third vehicle is being purchased by the police foundation to support the city's K9 program. The timing for delivery of that vehicle is yet undetermined. Public Works took delivery of a new dump truck chassis in October. They held off purchasing the superintendent's new electric vehicle until the charging station project at the public works yard is completed, sometime in 2025.

Background

Vehicles P-02 and P-12 are patrol vehicles, P-14 serves as the K9 vehicle. All these police vehicles require significant ongoing maintenance and have, or will be, replaced by new, more reliable vehicles. Vehicle 109 is a 19-year-old vehicle lacking many important safety features, standard on newer vehicles. It will be replaced by a newer vehicle from Public Works, following purchase of the superintendent's new vehicle in 2025.

The table below shows the approximate value anticipated through auction by James G. Murphy Company, Commercial, Industrial and Real Estate Auctioneers utilized by the city for disposition of surplus assets.

Vehicle ID	Year	Make	Model	VIN	Plate	Mileage	Value	Disposal
P-02	2017	Ford	Explorer	1FM5K8AR7HGC34789	WA64100D	117,357	\$6,000 - \$7,000	Immediate
P-12	2015	Ford	Explorer	1FM5K8AR8FGA78713	WA57937D	103,946	\$5,500 - \$6,500	Immediate
P-14	2013	Ford	Explorer	1FM5K8ARODGC73721	WA52095D	93,872	\$4,500 - \$5,500	Delivery of replacement
109	1996	Jeep	Cherokee	1J4FJ285XTL213639	WA20776D	95,196	\$5,500 - \$6,500	Immediate
110	1997	International	4900 5-7 Yard Dump	1HTSDAAR1WH530510	WA52098D	47,578	\$12,500 - \$15,000	Replacement outfitted

Resolution 612 established a policy regarding the disposal of surplus other than real estate. Due to the value of items considered surplus, council action by resolution is required. Vehicles could be sold at auction for a 10% commission or for a negotiated price to one or more designated buyers.

Fiscal & Policy Implications

The funds collected from the sales of these vehicles will be remitted to the Fleet Replacement Fund (501).

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Declare the items as surplus. 	The city administrator will work with James G. Murphy Company to sell vehicles at auction, and potentially through negotiated sale to one or more designated buyers.
<ul style="list-style-type: none"> • Do not declare the items as surplus 	The city will retain the vehicles.

Staff Recommendation

Approve Resolution 25-2004 Declaring Certain Assets As Surplus For Disposition Through Direct Sale or Public Auction.

RESOLUTION NO. 25-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DECLARING VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING THEIR SALE AT PUBLIC AUCTION OR BY DIRECT SALE

WHEREAS, the City Administrator has identified five vehicles that are no longer in service to the City; and

WHEREAS, the City's policy relating to the disposal of surplus property with a value exceeding \$3,000 requires City Council approval after a recommendation by the City Administrator; and

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

Section 1. APPROVE DISPOSAL OF SURPLUS PROPERTY. The City Council of the City of Lake Forest Park declares that following vehicles are surplus to the needs of the City and authorizes their disposal at public auction or by direct sale:

Vehicle ID	Year	Make	Model	VIN	Plate	Mileage	Value	Disposal
P-02	2017	Ford	Explorer	1FM5K8AR7HGC34789	WA64100D	117,357	\$6,000 - \$7,000	Immediate
P-12	2015	Ford	Explorer	1FM5K8AR8FGA78713	WA57937D	103,946	\$5,500 - \$6,500	Immediate
P-14	2013	Ford	Explorer	1FM5K8AR0DGC73721	WA52095D	93,872	\$4,500 - \$5,500	Delivery of replacement
109	1996	Jeep	Cherokee	1J4FJ285XTL213639	WA20776D	95,196	\$5,500 - \$6,500	Immediate
110	1997	International	4900 5-7 Yard Dump	1HTSDAAR1WH530510	WA52098D	47,578	\$12,500 - \$15,000	Replacement outfitted

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 23rd day of January, 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

RESOLUTION NO. 612

A RESOLUTION OF THE CITY OF LAKE FOREST PARK,
WASHINGTON ESTABLISHING A POLICY RELATING
TO THE DISPOSAL OF SURPLUS OTHER THAN REAL
ESTATE

WHEREAS, the City Council of the City of Lake Forest Park finds that the establishment of policies to dispose of surplus property other than real estate is an important element of a fixed assets control system; and

WHEREAS, it is important to establish procedures for disposition of property, other than real estate, which is surplus to the needs of the City. It is the intention of this policy that the procedures set forth here are preferred over others; therefore, special procedures called for under other legislation are to be deemed exceptions to this chapter, and their use is to be limited accordingly; and

WHEREAS, City staff have worked with the Municipal Research & Service Center to review standard municipal practices on this subject; and

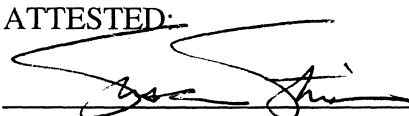
WHEREAS, the City Administrator has presented them to the City Council for their review and deliberation.

NOW, THEREFORE, the City Council of the City of Lake Forest Park, Washington, does resolve that the "City of Lake Forest Park Disposal of Surplus Property Other Than Real Estate Policy," attached as Exhibit "A" to this resolution is adopted as the official Policies for the Disposal of Surplus Property Other Than Real Estate.

PASSED BY A MAJORITY VOTE of the members of the City of Lake Forest Park City Council this 25th day of January, 2001, and signed into authentication this 30th day of January 30, 2001.

APPROVED:


David R. Hutchinson, Mayor

ATTESTED:


Susan Stine, City Clerk

Posted: January 31, 2001

*Resolution 612
Approved by Council
January 25, 2001*

Exhibit A

City of Lake Forest Park Disposal of Surplus Property Other Than Real Estate Policy

PURPOSE

It is important to establish procedures for disposition of property, other than real estate, which is surplus to the needs of the City. It is the intention of this policy that the procedures set forth here are preferred over others; therefore, special procedures called for under other legislation are to be deemed exceptions to this chapter, and their use is to be limited accordingly.

DEFINITION

Surplus is defined as any tangible material owned by the City which is not needed at present or for foreseeable future job requirements. Items included are those purchased or received as gifts.

RESPONSIBILITY FOR ADMINISTRATION

The City's City Administrator, or such other officer as may from time to time be appointed, is responsible for the administration of this policy. The City Administrator shall coordinate the disposition of surplus property, and shall aid the City Council in determining the best method of disposal.

DETERMINATION OF VALUE

A department wishing to dispose of a single item of surplus property, or a group of items, shall make an estimate of the reasonable market value in "as is, where is" condition. If the department cannot make the estimate, the City Administrator shall determine the reasonable market value.

INITIAL PROCEDURE

A City department responsible for property which it wishes to declare surplus shall provide the City Administrator with a detailed description of the property, its location and condition, and its estimated value. The City Administrator shall then:

- A. Determine if any other department of the City has use for the property. If such a use is found, the City Administrator shall carry out the transfer of ownership and shall ensure that, if necessary, the fund disposing of the property is reimbursed for its reasonable market value,

- B. If the property is not needed by the City, and the estimated value is less than \$500.00 the City Administrator may dispose of the property in one of the approved methods listed herein.

PROCEDURE -- PROPERTY WITH AN ESTIMATED VALUE BETWEEN FIVE HUNDRED AND THREE THOUSAND DOLLARS

The Mayor has authority to direct disposition of surplus property with an estimated value between \$500 and \$3,000. The procedure is as follows:

- A. The Mayor shall examine a report of the City Administrator and shall direct the City Administrator to dispose of the property in one or more specified ways. The Mayor may also impose such reasonable conditions of disposition as shall be in the best interests of the City.
- B. The City Administrator shall then dispose of the property in the manner specified, and shall ensure that the proper fund is credited with any resulting proceeds. Any cost incurred in the sale shall then be paid from the receiving fund. (i.e. auctioneer commission, advertising, etc.)
- C. If the City Administrator cannot dispose of the property in the manner specified, he shall report to the Mayor and make his recommendations for further action.

PROCEDURE -- PROPERTY WITH AN ESTIMATED VALUE OVER THREE THOUSAND DOLLARS

Disposition of surplus property with an estimated value over three thousand dollars must be approved by a majority of the City Council. The procedure is as follows:

- A. The City Council shall consider the report of the City Administrator and shall then give further directions to the City Administrator.
- B. The full Council shall consider the recommendations of its City Administrator, and may then:
 - 1. Approve the disposition by Resolution;
 - 2. Approve the disposition with additional special conditions; or
 - 3. Disapprove the proposed disposition, whereupon it shall give the City Administrator directions for further action.

METHODS OF DISPOSITION

Permissible methods of disposition of surplus property include, but are not limited to:

- A. Public auction;
- B. Solicitation of written bids;
- C. Negotiated sale to one or more designated buyers;
- D. Transfer to another agency of government at or below reasonable market value;
- or
- E. Disposal as trash

POLICY

City employees shall not directly take or dispose of city property other than in their official duties. This includes but is not limited to articles of clothing, supplies, tools and vehicles. Items (including clothing) owned by the city found to be unfit for further service on the job shall be turned in to a designated point within the department. As the number of items turned in are justified, they will be declared surplus and sold as directed by the City Administrator. No city owned item shall be turned over to an individual (employee or other person) for their personal use other than items purchased by employee clothing allotments.

Employees shall not request and will not receive any preferential treatment in the disposal or sale of city surplus material. Likewise, employee shall receive no special prices on the sale of surplus.

Certain City employees are excluded from purchasing items from the City by Washington State law. These include those directly involved in declaring items surplus, elected officials, department heads and those administering the sale. RCW 42.23.030(6)

FOUND ITEMS

Items found by City employees in the course of their duties and not falling into one of the following areas shall be turned in to the department head as a "lost and found" item:

- A. Those that are perishable;
- B. Those that would create a health, sanitary or safety problem if stored;
- C. Those items that would reasonably be considered garbage.

Items found and fitting into one of the above categories may be disposed of as seems reasonable. Other items will be turned in as "lost and found" items.

RCW 63-21-070 specifically disallows employees from personally keeping any property found in the course of employment.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Municipal Services

Contact Person Matt McLean, City Clerk

Title Resolution 25-2005/Authorizing the Mayor to Sign an Agreement with PrintWest, Inc. for Quarterly Newsletter Printing and Mailing Services

Legislative History

- First Presentation January 23, 2025

Attachments:

1. Resolution 25-2005/Authorizing the Mayor to Sign an Agreement with PrintWest, Inc. for Quarterly Newsletter Printing and Mailing Services
2. Agreement with PrintWest, Inc.
3. Exhibit A – Estimate for 2025 & 2026 Quarterly Newsletters

Executive Summary

The proposed Resolution would authorize a contract with PrintWest for two years of printing and mailing the City’s quarterly newsletter, not to exceed \$40,000. The City employs multiple methods of communication with residents, one of which is a quarterly print newsletter. A print newsletter is integral to communicating City news as it is distributed to all households and does not require residents to sign up or opt in to a service.

Background

Since 2021, the City has contracted with Edmonds based Litho Craft to design the final layout and print and mail the quarterly newsletters. In 2024, Litho Craft merged with PrintWest located in Woodinville and retained Litho Craft staff, and thus continuity of service.

Fiscal & Policy Implications

In 2024, the City spent roughly \$18,100 for layout design, printing, and mailing of the quarterly newsletter. With the increased prices for printing and anticipating that USPS mailing rates will increase each January and July, we have a not to exceed of \$40,000 for a 2-year contract.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the contract with PrintWest	City staff will continue to coordinate with PrintWest to produce and distribute a quarterly print newsletter
<ul style="list-style-type: none">• Seek other terms or vendors	Delays in producing and distributing the first quarter newsletter for 2025

Staff Recommendation

Review and approve Resolution 25-2005 authorizing the Mayor to sign an agreement with PrintWest, Inc. for quarterly newsletter printing and mailing services.

RESOLUTION NO. 25-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PRINTWEST, INC. FOR QUARTERLY NEWSLETTER PRINTING AND MAILING SERVICES

WHEREAS, the City desires to provide residents with a quarterly print newsletter communicating important City news; and

WHEREAS, the City has determined the need to have its newsletter designed, printed and mailed but does not have the resources or expertise to perform such services; and

WHEREAS, City staff has determined that PrintWest, Inc. is capable of performing such services.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement in substantially the same form attached herein as Attachment A with PrintWest, Inc. for quarterly newsletter printing and mailing services.

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 23rd day of January, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 13, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-2005

**CITY OF LAKE FOREST PARK
PURCHASED SERVICES AGREEMENT
Agreement Title: Quarterly Newsletter Printing and Mailing Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **PRINTWEST, INC.** (the "Vendor"), is dated the last date signed below.

Vendor Business: **PrintWest, Inc.**
Vendor Address: 6101 238th St SE, Woodinville, WA 98072
Vendor Phone: 425-402-8600
Contact Name Glen Grigas
Vendor e-mail: Glen.Grigas@printwest.net
Authorized City Representative for this contract: Jessica Halterman, Deputy City Clerk

WHEREAS, the City desires to provide residents with a quarterly print newsletter communicating important City news; and

WHEREAS, the City has determined the need to have its newsletter designed, printed and mailed but does not have the resources or expertise to perform such services; and

WHEREAS, City staff has determined that the Vendor is capable of performing such services;

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

1. Employment of Vendor. The City retains the Vendor to provide the services described in Exhibit A incorporated herein. Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Vendor shall perform the Work according to the terms and conditions of this Agreement.

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

This Agreement shall be in full force and effect beginning the last date signed below and ending January 31, 2027, unless and until terminated under the provisions hereinafter specified.

2. Compensation.

A. The total compensation to be paid to Vendor for the Work in Exhibit A, including all services and expenses, shall not exceed forty thousand dollars (\$40,000.00), which includes tax on the production cost and postage, which will be charged at the current federal postage rate.

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

3. Request for Payment.

A. Not more than once every thirty days the Vendor shall send electronically to

ap@CityofLFP.gov, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment.

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

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

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

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

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

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

Vendor shall ensure that each subcontractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

8. Insurance.

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Vendor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

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

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Vendor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Vendor-provided insurance as set forth herein, except the Vendor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Vendor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

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

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

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

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

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

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

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

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

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

17. Notices.

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

City of Lake Forest Park
Attn: Jessica Halterman, Deputy City Clerk
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

PrintWest, Inc.
Attn: Glen Grigas
6101 238th Street SE
Woodinville, WA 98072

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

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

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Thomas French, Mayor</p> <p>_____</p> <p>Date</p>	<p>VENDOR:</p> <hr/> <p>PRINTWEST, INC.</p> <p>By: _____</p> <p>_____</p> <p>Cory Wozow (Typed/Printed Name)</p> <p>Its _____</p> <p>(Title)</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>_____</p> <p>Matthew McLean, City Clerk</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kim Adams Pratt, City Attorney</p> <p>Date: _____</p>	

EXHIBIT A

DATE 12/17/24

Section 7, Item B.

ESTIMATE No. 268598

ESTIMATOR Valerie Forsythe

SALES EXECUTIVE Glen Grigas

PRINTWEST

City of Lake Forest Park
Zoey Spears
17425 Ballinger Way NE
Lake Forest Park, WA 98155
(206) 957-2817

ESTIMATE

Dear Zoey & Jessica

We are pleased to present the following estimate based on the scope of the project and quantities requested. If you have any questions, please contact your Sales Executive or Project Manager. We look forward to partnering with you to Bring Ideas to Life!

PROJECT DESCRIPTION

TITLE	2025 & 2026 Quarterly Newsletters
ARTWORK	Customer Provided Files + Update Design, PDF Proof
SIZE	17x11 >> 8.5x5.5 Bleeds : 4 Sides
COLORS	4/4 Process
PAPER	80.0 lb Titan Gloss Book
FINISHING	Mail Prep, Trim, Fold, Inkjet + 2 Tabs, Mail Delivery
DELIVERY	Local Delivery (Extras)

ESTIMATED COST

QUANTITY	AMOUNT
4,875	\$2,880.00

TURN TIME Estimate cost based on current turnaround times. Supplies markets are volatile, as a result, pricing is subject to change if materials needed are no longer available, and substitutes must be used.

Estimate for each quarterly newsletter, in a 2025 & 2026 2-year contract.

BREAKDOWN:
Printing = \$2095
Mailing = \$530
Design = \$255

Postage is additional at going rate at the time of mailing.

Glen Grigas
glen.grigas@printwest.net

6101 238th Street SE
Woodinville, WA 98072
425.402.8600

printwest.net

Fine Print Policy

Our standard policy on over runs or under runs is not to exceed plus or minus 10% of the order quantity on orders of 1000 or more. PrintWest will bill for actual quantities delivered within this tolerance. If you require a guaranteed "no less than", "no more than", or "exact count" order quantity, please advise your PrintWest representative when requesting an estimate or placing your order. If your needs include a billable quantity outside our standard, you must advise your PrintWest representative of the requirement. 4% fee added when paying with credit card. This estimate is valid for 15 days.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date January 23, 2025

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Update on funding for the 40th Place roundabout.

Legislative History

- First Presentation – January 23, 2025

Attachments:

- May 23, 2024 – Resolution 24-1953/Authorizing the Administration to apply for Public Works Board financing for the 40th Place roundabout.

Executive Summary

When the administration last reported on the funding for the roundabout project, in May 2024, it was anticipated that the city would be able to secure an additional \$384,180 in construction contingency from the Transportation Improvement Board (TIB) and apply to their Board for consideration of the remaining funding gap of about \$660,000. In the ensuing months, the TIB budget has tightened, and the only funding the city is likely to receive from TIB is the allowed construction contingency, which is at the discretion of the Executive Director. Should the city council wish to pursue funding from TIB beyond the authority of the executive director, if the request is denied, the construction contingency could also be rescinded by board action.

The funding gap of about \$660,000 could be supported by the new 002 Traffic Safety Fund.

Background

The public works department has been regularly updating the council about the budget shortfall related to 40th PL NE & Ballinger Way roundabout project. Due to inflation, cost escalation due to delays in schedule, the need for additional right-of-way acquisition, and changes to the project related to state and local code requirements.

The table below shows the funding for this project.

Transportation Improvement Board Grant	\$2,561,198
WSDOT Grant (Legislative allocation)	\$650,000
Transportation Capital Fund (REET2)	\$600,000
Lake Forest Park Water District	\$172,491
Transportation Improvement Board Contingency	\$384,180
Public Works Board Loan	\$2,000,000

Funding equals about \$6,368,000 with a total project cost of \$7,028,000, leaving a funding gap of about \$660,000.

Fiscal & Policy Implications

Sufficient funds will be available in the 002 Traffic Safety Fund during this projects construction timeframe to support the \$660,000 funding gap.

Alternatives

<i>Options</i>	<i>Results</i>
•	
•	

Staff Recommendation

Review the information provided and instruct the administration on how council wishes to proceed with rounding out the funding package for this project.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date May 23, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1953/Authorizing the Administration to apply for Public Works Board financing for the 40th Place roundabout.

Legislative History

- First Presentation – April 18, 2024, Budget and Finance Committee Meeting
- Second Presentation – May 9, 2024, Regular City Council Meeting
- Third Presentation – May 23, 2024 Regular City Council Meeting

Attachments:

1. Resolution 24-1953 - authorizing the Administration to apply for Public Works Board financing for the 40th Place roundabout.

Executive Summary

The public works department has been regularly updating the council about the budget shortfall related to 40th PL NE & Ballinger Way roundabout project. Due to inflation, cost escalation due to delays in schedule, the need for additional right-of-way acquisition, and changes to the project related to state and local code requirements, this project lacks the necessary funds to construct by roughly \$3M. It is anticipated that the Transportation Improvement Board (TIB) will approve up to \$1M in additional grant funds, leaving the city with a roughly \$2M funding gap. This resolution would authorize the administration to apply for financed funding to make up this difference through the Public Works Board.

Background

[RCW 43.155](#) authorizes the Public Works Board to loan and grant money to counties, cities, and special purpose districts to repair, replace or create infrastructure. This is a competitive process, where 61 of 84 applicants in the last round were awarded funding.

Funding, if awarded, is provided at a very reasonable rate of 1.71% for a five (5) to ten (10) year term. As part of the 2023/2024 budget process, the city council increased the city's car tab fees by \$10 and began collecting a 0.1% sales tax that provide increased revenues to the city's Transportation Benefit District. The estimated increase in revenue was targeted at \$259,000 per year. Based on early, end of year projections, the city is on track to receive the estimated amount. The table below shows the calculated annual payments of financing \$2.0M at the stated rate of 1.71% for 10 years.

At the May 9, 2023, regular council meeting, the question was raised as to why the administration is not requesting approval to apply for the full \$3.0M funding shortfall. The calculated annual payments for \$2.5M would be \$272,161.54, exceeding new TBD revenues by \$13,161.54 per year and for \$3.0M would require an annual payment of \$326,593.85, exceeding new TBD revenues by \$67,593.85 per year. It is at council's discretion to authorize the administration to apply for more than the requested amount, but that decision would reduce the amount available each year for street and multi-modal improvements.

PWB Loan	\$	2,000,000.00
Term (months)		120
Rate		1.71%
Monthly		\$18,144.10
Annual		\$217,729.23
Increased TBD Budget (estimated)	\$	259,000.00

Fiscal Year 2025 All PWB Traditional Funding Programs – Interest Rates			
Award Limits:	Construction applicants can request up to \$10 million per project. Pre-construction and Emergency applicants can request up to \$1 million per project. The total funding received from all programs combined cannot exceed \$10 million per jurisdiction per biennium.		
Funding Type	Non-distressed	Distressed	Severely Distressed
Loan Term: 5 years or less (Pre-construction)	0.86%	0.68%	0.43%
Loan Term: >5 to 20 years* (Construction and Emergency)	1.71%	1.38%	0.86%
Local Match Funding:	NONE		
Loan Fee:	NONE		
<i>*The loan term cannot exceed the life of the asset being financed.</i>			

Application deadline and award date.

- Summer 2024: Review of applications received as of June 28, 2024, with an anticipated award date of August 2, 2024.

Senior Project Manager Silvia and the city's engineering consultant have begun working on the application materials to meet the June 28, 2024, submittal date. Should the city council approve Resolution 24-1953, the administration will apply to the Public Works Board in the amount of \$2,000,000 and request a 10-year term. Loan repayments are due the June 1st following the first withdrawal of funds, consisting of interest only for the first payment. Subsequent payments consist of

principal and interest remaining for the term of the loan. The final payment shall be on or before the term of the loan to bring the balance to zero.

If the administration is approved to apply for this funding source, and awarded, council has asked what approach the administration will take should bids come in higher than the engineer's estimate. The Public Works Board does maintain a funding dependent budget that can provide up to \$500,000 to cover costs specific to bid cost overruns. There is also a small reserve in the cities Transportation Benefit District that could be considered.

Fiscal & Policy Implications

If the city was awarded financing from the Public Works Board for the roundabout, it would commit roughly \$218,000 per year of the city's transportation benefit district revenues to debt service which can be serviced by the increased revenues, of approximately \$259,000, to this fund adopted by the city council as part of the 2023/2024 biennial budget.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Approve Resolution 24-1953 authorizing the administration to apply for \$2M in funding from the Public Works Board for the 40th PL NE & Ballinger Way roundabout 	<p>If awarded the loan from the Public Works Board, and granted additional funding from the Transportation Improvement Board, the project would begin construction in 2025</p>
<ul style="list-style-type: none"> Do not approve Resolution 24-1953 authorizing the administration to apply for \$2M in funding from the Public Works Board for the 40th PL NE & Ballinger Way roundabout 	<p>The roundabout project would likely not move forward, as the administration has effectively exhausted all opportunities for additional outside grants</p>

Staff Recommendation

Approve Resolution 24-1953 - Authorizing the Administration to apply for Public Works Board financing for the 40th Place roundabout.

RESOLUTION NO. 24-1953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING APPLICATION TO THE WASHINGTON STATE PUBLIC WORKS BOARD FOR A LOAN TO CONSTRUCT THE CITY'S 40TH PLACE NORTHEAST AND BALLINGER WAY ROUNDABOUT PROJECT.

WHEREAS, the City of Lake Forest Park is in the process of planning, designing, and then constructing the 40th Place Northeast and Ballinger Way roundabout project (the Project) needed to address curves, non-standard intersections, blind driveways, and inadequate multimodal facilities along this area of the SR104 corridor; and

WHEREAS, Washington State's Public Works Board is authorized by chapter 43.155 RCW to provide loans and grant money to cities to repair, replace, or create infrastructure including roads and streets; and

WHEREAS, the City anticipates a roughly \$2M funding gap for the Project, and City Administration is proposing application to the Public Works Board for a loan in the amount of \$2,000,000 for a 10-year term at an interest rate of 1.7%; and

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

Section 1. AUTHORIZE APPLICATION. The City Council hereby authorizes the Mayor to execute all necessary application materials for the City to apply for a loan from the Public Work's Board at substantially the following terms for the City's 40th Place Northeast and Ballinger Way roundabout Project: \$2,000,000 for a ten (10) year period at an interest rate of 1.7%.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 23rd day of May, 2024.

APPROVED:



Thomas French
Mayor

ATTEST/AUTHENTICATED:



Matt McLean
City Clerk

FILED WITH THE CITY CLERK: April 18, 2024
PASSED BY THE CITY COUNCIL: May 23, 2024
RESOLUTION NO.: 24-1953

Original estimate.

August 2019 - \$3,248,300
 December 2021 - \$5,043,309

Where we are today in design.

Currently in 100% design phase, having completed 90% design in March.

Expenditure by fund source (city/grant/loan).

Funding Sources							
TIB		WSDOT		City Transp. Capital Fund		LFP Water District	
LTD	EAC	LTD	EAC	LTD	EAC	LTD	EAC
\$535,210	\$2,945,396	\$139,800	\$650,000	\$18,636	\$600,000	\$0	\$155,905

Abbreviations

LTD Life To Date (amount spent)
 EAC Estimate At Completion (amount spent)

Current total cost of the project.

\$7,024,540
 \$4,351,301 currently available

Assumptions – escalation factors – estimate compared to what may be seen in the marketplace.

The 90% EE was based on eight bid tabulations for similar projects bid in Q4 2023 and should reflect recent construction cost escalation. Moving forward, TSI advised me that they are using 2% as an inflation rate in long-range estimates based on national CPI and NHCCI trends. In the estimates via the CIP dashboard, we have inflated TSI’s 90% estimate by 4% as a (hopefully) conservative forecast of 2025 construction pricing.

Amount in contingency @ 90%.

\$457,238

Break out cost increases – wall code; tree code; concrete increases.

40th Place NE/SR-104 Roundabout Update

Increased cost resulting from new right of way tree code is negligible.

\$500,000 increase in wall costs is a mix of additional wall area to reduce property acquisition and new fascia requirements. 62% of the increase is fascia related.

\$100,000 concrete escalation.

What have we will have spent up to November 1, 2024.

\$1,622,685 – inclusive of all design and ROW costs

City Administrator Report

City of Lake Forest Park

Date: January 23, 2025

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

Notable Incidents

Domestic Violence

- Verbal DV: A husband yelled and threw items around during a verbal domestic dispute. He was not present when the officers arrived.
- Mental Health Concerns: A mentally ill individual, known to police, repeatedly called 911 to report domestic violence incidents in progress. However, evidence did not corroborate the claims.

Vehicle Prowls

- A vehicle was entered, and the ignition cover was removed, but nothing was stolen.
- A suspect smashed a driver's side window and stole a small purse containing coins.
- Another vehicle's driver-side window was smashed, but no items were taken.

Missing Juvenile

- An autistic 4-year-old boy left his house alone. Officer Carlsrud located the child wandering around the nearby Chevron station. Officers spoke with the parents.

Shoplifting and Behavioral Health

- Shoplifting at Ross: A suspect attempted to shoplift but left the store without any stolen merchandise after officers made their presence known.

- Shoplifting at Albertson's: Witnesses reported an erratic adult male following two juvenile females through several stores at the Town Center. It was determined he had shoplifted from Albertson's and was subsequently arrested.
- Behavioral Health Assistance: A female individual approached officers seeking help for a mental health crisis. Connections in Kirkland were contacted, and she was transported and admitted for care.

Community Alert

- A citizen at 12 Degrees North reported a "Flock" (plate reader) hit indicating a vehicle connected to a Seattle PD shooting incident had passed through the area. The officer gathered information for internal use and directed the citizen to contact Seattle PD.

Shots Fired

- Two vehicles were involved in an altercation between 40th PI NE/NE 197th and Horizon View Park. Occupants of one vehicle fired multiple bullets at the other. Both vehicles were last seen heading toward Kenmore. Shell casings were recovered, but neither vehicle was located, and the motive remains unknown. No injuries were reported.

National Law Enforcement Appreciation Day

January 9th was National Law Enforcement Appreciation Day. The nation celebrated and express gratitude to the incredible men and women who serve and protect our community. To show appreciation, we were pleasantly surprised when Chelsea and Kyle from Néκτηr Juice Bar from the Lake Forest Park location dropped off

delicious acai bowls for our officers! 🍷❤️



Néκτηr, with their support of our police department, has been a consistent and thoughtful partner in showing how much they care about those who serve. Their kindness and generosity never go unnoticed. We are truly grateful for their continued support in making our community stronger! Thank you, Chelsea and Kyle, for your kindness and for brightening our day with those tasty and healthy treats! We appreciate you! 🙏

Drive Safe, Arrive Safe: New Speed Limits Coming to Lake Forest Park

Starting February 6, 2025, the city will introduce new speed limits across Lake Forest Park to ensure safer streets for everyone.

What's Changing?

Local Access Streets: New limit: 20 mph (map with blue streets)

Arterials/Collectors: New limit: 25 mph (map with green streets)

Why the Change?

To reduce accidents and protect pedestrians, bicyclists, and drivers.

To foster a more livable, walkable community where everyone can feel at ease.

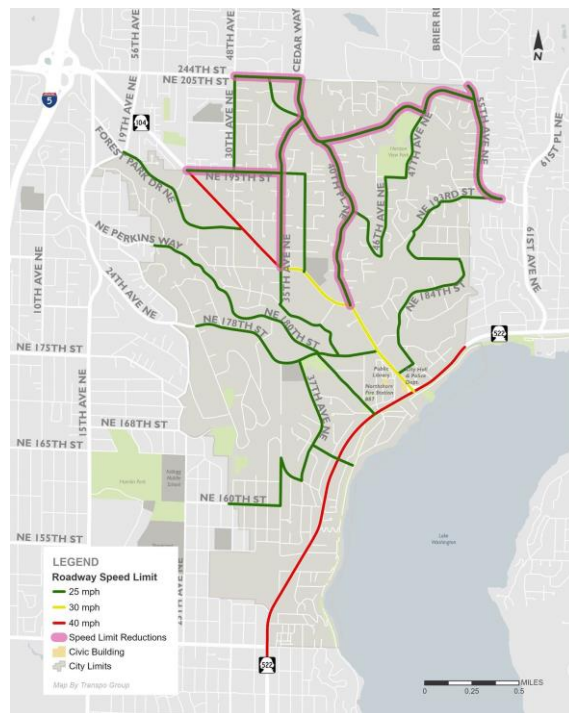
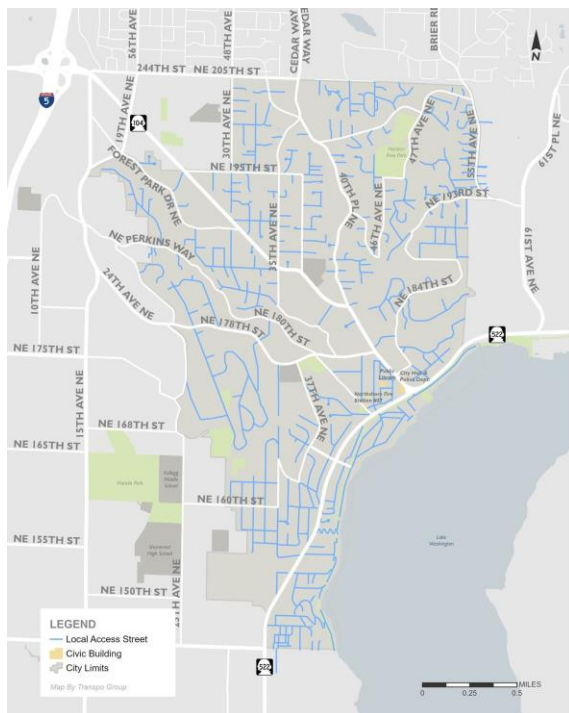
In response to community input and the latest research and safety studies.

Help Us Keep Our Community Safe!

- Follow the new speed limits.
- Stay alert and mindful of your speedometer.
- Encourage friends and neighbors to do the same.

By embracing these new speed limits, we're creating safer neighborhoods, protecting our families, and strengthening the sense of community pride that makes Lake Forest Park a wonderful place to call home.

**It is important to note that the arterial map shows the north end of Ballinger Way and the south end of Bothell Way NE at 40mph. Both sections have been lowered to 35mph by WSDOT since this map study was completed.*



II. Internal City Information

Human Resources

- **Staffing Updates:** HR has been extremely busy recruiting and hiring over the past year. In 2024, HR Director Moore filled 23 positions. Already in 2025, HR Director Moore has filled 6 positions, plus a conditional offer made for the Building Official position.
- **Supervisor Training:** New and current supervisors have been completing anti-Harassment training over the last few months, provided by WCIA. New supervisors have also been provided additional WCIA training such as “New Supervisor Bootcamp” to support them in their new supervisory role. These trainings are free for WCIA members.
- In December, a team comprised of members from Finance, HR, and Public Works attended a Pace scheduling demonstration. The police department currently uses Pace as their scheduling system. HR and Finance are exploring its ability to also support the City’s scheduling and reporting needs.
- **Negotiations** continue with both the Police Guild and Teamsters.
- **WCIA:** HR Director Moore, Public Works Superintendent Ell, and Lead Maintenance Worker DeGrant attended WCIA’s COMPACT training. The topic was Public Works Audit Training. The City’s upcoming annual audit in 2025 with WCIA will focus on Public Works. HR Director Moore also attended WCIA’s January Board Meeting.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

One contract was administratively approved during the reporting period: **AG-25-003**, James G. Murphy Co. for public auction services.

VI. Legislative Update

VII. Community Events

In September and October of 2024, a strong collaboration between the City, King County Master Gardeners, Lake Forest Park Rotary, and Interact Students and Counselor from Shorecrest Highschool embarked on creating a pollinator garden at the Pflugst Animal Acres Park located in Lake Forest Park. This new garden is an extension of the long-established Animal Acres Master Gardeners Demonstration Garden. The City of Lake Forest Park provided several yards of chips for the project, as well as assistance and guidance for pruning and design. The sequential photos will speak for the huge success!!

This space is ~900 sq feet and now provides space for over 100+ perennial plants that will support many species of native insect pollinators & bird species. Previously it was a space that was significantly overgrown with shrubs that did not have high pollinator value.

This project included the following steps: pruning of mature shrubs and trees, removal of weed fabric and grass, planting of perennials, mulching with wood chips and fallen leaves, & providing nesting habitat.





VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

January 28, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Climate Action Committee Meeting \(hybrid meeting\)](#)

February 4, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Tree Board Meeting \(hybrid meeting\)](#)

February 5, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Planning Commission Meeting \(hybrid meeting\)](#)

February 11, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Climate Policy Advisory Team Meeting \(hybrid meeting\)](#)

February 12, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Work Session \(hybrid meeting\)](#)

February 13, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom

[More Details](#)

[City Council Regular Meeting \(hybrid meeting\)](#)

February 13, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[North King County Coalition on Homelessness](#)

February 20, 2025, 1:00 PM - 2:30 PM

[More Details](#)

[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

February 20, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

February 24, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

February 25, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Regular Meeting \(hybrid meeting\)](#)

February 27, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)