



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, December 14, 2023 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Please note, this link works for both the Special Meeting (5:30 p.m.) and Regular Meeting (7:00 p.m.).

Join Zoom Webinar: <https://us06web.zoom.us/j/81208922305>

Call into Webinar: 253-215-8782 | Webinar ID: 812 0892 2305

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

*This portion of the agenda is set aside for the public to address the Council on agenda items or any topic the Council might have purview or control over. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker to 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. **FINAL CONFIRMATION**

- A. Consider Confirmation of Tree Board Applicants to Fill Partial Term Vacancies for Position Nos. 2 and 7, both terms effective upon appointment and expiring 2/28/2025

--Victoria Kutzsz

--Stacey Spain

6. **PRESENTATIONS**

- A. Safe Speed Study - Transpogroup

7. **CONSENT CALENDAR**

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

- A. November 9, 2023 City Council Work Session Minutes
- B. November 9, 2023 City Council Regular Meeting Minutes
- C. November 15, 2023 City Council Special Meeting Minutes
- D. November 30, 2023 City Council Special Meeting Minutes
- E. December 8, 2023 City Council Special Meeting Minutes
- F. City Expenditures for the Periods Ending November 23, 2023 (*prepaid*) and December 14, 2023
- G. Resolution 23-1930/Authorizing the Mayor to enter into a Contract for Public Defense Services with Stewart MacNichols Harmell, Inc., P.S.

- H. Resolution 23-1934/Authorizing the Mayor to sign an Interagency Agreement with the Seattle Police Department for the Washington Internet Crimes Against Children Task Force.
- I. Resolution 23-1935/Authorizing the Mayor to sign the Washington Military Department State and Local Cybersecurity Grant Program Agreement
- J. Resolution 23-1938/Adopting the City of Lake Forest Park City Council Meeting Calendar for 2024

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- A. Draft Ordinance amending Chapter 2.30 of the Lake Forest Park Municipal Code, Salary Commission, to amend date reference for Salary Commissions first review of salaries and benefits.

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A. Draft Ordinance Amending Chapter 18.52, Signage, of the Lake Forest Park Municipal Code, to bring the Sign Code into Compliance with recent legal decisions

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 23-1933/Authorizing the Mayor to Sign the Agreement for 2024-2025 Federal Advocacy Services with the Johnston Group
- B. **AMENDED** - Resolution 23-1939/Authorizing the Mayor to sign Amendment No. 2 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for Design and Construction Management Services for the SR104 and 40th Place NE Roundabout Project
- C. Ordinance 23-1284/Amending the Municipal Code by amending Title 9, Public Peace, Morals and Welfare, with a new Chapter 9.35, Street Racing
- D. Ordinance 23-1285/Adding Chapter 10.24, Residential Parking Zones, to the Lake Forest Park Municipal Code
- E. Ordinance 23-1286/Amending Chapter 5.05 of LFPMC, Business Taxes, Licenses and Regulations, by Amending Section 5.05.100
- F. Resolution 23-1936/Appointing Mark Hofman as the Community Development Director
- G. Resolution 23-1937/Amending the Manual of City Governance Policies, Procedures and Guidelines.

11. COUNCIL DISCUSSION AND ACTION

- A. Extending the terms of Planning Commission Chair Maddy Larson and Planning Commission Vice Chair Lois Lee

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports

B. Mayor's Report

C. City Administrator's Report

14. ADJOURN

FUTURE SCHEDULE

--Thursday, December 21, 2023 City Council Budget and Finance Committee Meeting *canceled*
--Monday, December 25, 2023 City Hall closed in observance of Christmas
--Monday, January 1, 2023 City Hall closed in observance of New Year's Day
--Thursday, January 11, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
--Thursday, January 11, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*
--Thursday, January 18, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
--Monday, January 15, 2023 City offices closed in observance of Martin Luther King, Jr. Day
--Monday, January 22, 2023 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
--Thursday, January 25, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

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 WASHINGTON

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

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

Submission information

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

Submitted by Visitor (not verified)

Thu, 10/05/2023 - 8:40pm

First Name

Victoria

Last Name

Kutasz

Home Address

Lake Forest Park, 98155

Mailing Address (if different from above)

Phone Number

Do you own property in Lake Forest Park?

Yes

Email

Board, Commission, Committee

Tree Board

Years a Resident of this Municipality

8

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

I have a Masters in Public Administration (UW Evans School 2013) and a professional background in volunteer management, community outreach and nonprofit program management.

Current or Prior Experience on Boards/Commissions/Committees

I have not been on any government Boards, Commissions or Committees. I have served on the Board of Dictators for a small nonprofit shelter, in a role primarily focused on community outreach and volunteer engagement.

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

The majority of my civic engagement has been through my professional roles in the nonprofit sector. I have been active in a number of online and local in-person groups focused on social justice issues and I am active in the Cascade Juggling Club.

Reasons for Wanting to Serve

I would like to be more deeply engaged in the Lake Forest Park Community. I am passionate about the outdoors and love our community's commitment to preserving a healthy tree canopy.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

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

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

Source URL: <https://lakeforestpark-wa.municodemeetings.com/node/791/submission/84>

Links

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



LAKE FOREST PARK WASHINGTON

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

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

Submission information

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

Submitted by Visitor (not verified)

Sun, 11/05/2023 - 3:25pm

First Name

Stacey

Last Name

Spain

Home Address

Mailing Address (if different from above)

Phone Number

Do you own property in Lake Forest Park?

Yes

Email

Board, Commission, Committee

Tree Board

Years a Resident of this Municipality

5

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

Please see attached resume.

Current or Prior Experience on Boards/Commissions/Committees

None (although I've worked with public company boards and have worked to hire several private and public board members in the past; all corporate, not government run.

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

Unfortunately, my social group membership has trended to active groups training for triathlon. I have occasionally joined ad hoc groups through my current job in their efforts to clean up invasive species, but not

as a consistent member of any group (and this was prior to the pandemic).

Reasons for Wanting to Serve

First and foremost, I want to do my part to protect the great trees across Lake Forest Park - it is a privilege to live amongst these giants and I see myself as a steward rather than an owner of the species that exist on my own property. I'd like to help instill this sense among our fellow LFP citizens and do what I can to educate and promote the preservation of these trees wherever possible. I have never seen another community in my life with such a type of natural abundance. Second, as you can see, I haven't really "done my part" when it comes to joining a civic organization and donating my time and effort to something I care deeply about. Part of this was the fact that my husband and I moved around quite a bit before settling in LFP, but now that we are here, I can't imagine leaving and really want to make this one of the best communities to live in around the Seattle area. Also, I personally know what it's like to remove 6000 lbs of invasive ivy (and some himalayan blackberry brambles) from my property and would like to bring a "you can do it" perspective to the board as well. Thanks so much for considering me!

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

[s.spain_resume_11.2023.pdf](#) [2]

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

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

Source URL:<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/90>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application> [2] https://lakeforestpark-wa.municodemeetings.com/system/files/webform/s.spain_resume_11.2023.pdf

SUMMARY

Versatile, problem-solving attorney, skilled in advising clients, building teams, legal operations, talent acquisition, corporate governance and working with CEOs and Boards of Directors

EXPERIENCE

Google, Seattle, WA— Strategy & Operations Lead, Office of the General Counsel, Legal

January 2021 - Present

- Manage OKR development and scoring
- Program manager for taskforce standup where need extends across traditional legal team boundaries
- Manage general resourcing needs and drive efficiency improvements where possible
- Manage knowledge base and training team to deploy against change management needs across Legal and Global Affairs org
- Delivered process upgrades to legal workforce management across 1500+ person organization within first year of role

Mountain View, CA/Seattle, WA — Senior Manager, Executive Recruiting, Technology

February 2018 - December 2020

- Recruited, trained, managed and led a team of 9 executive researchers in Seattle and MTV that executed full-life-cycle L8+ searches across the technical side of Google
- Collaborated to recruit, train and mentor growing team of 40+ researchers in our Austin, MTV, and NYC offices
- Conducted unique search work for Office of the CEO, leveraging past CEO and Board experience to hire Alphabet board members, President of Cloud and President of Commerce

G100 Network, New York, NY/Aspen, CO — Director, Membership Development

October 2013 - February 2018

- Developed targeted recruiting and client management strategies for high profile membership, analyzed membership composition, and drove related revenue streams
- Built and managed a team to recruit C-suite level candidates to network membership
- Assessed and identified annual revenue targets and membership goals; utilized analytics to measure efficiency of initiatives
- Developed and implemented extensive new business processes and best practices resulting in annual revenue growth of 11-13% YOY

Heidrick & Struggles, Menlo Park, CA/New York, NY — Engagement Manager, CEO & Board Practice, Global Technology Services

October 2010 - October 2013

- Executed end-to-end recruiting for CEO and BOD searches in the technology industry
- Developed and executed research strategies to maintain steady candidate pipeline
- Assessed candidates and led compensation negotiations
- Drove and led update calls and client advisory meetings with CEOs and Boards

LRN Corporation, New York, NY — Engagement Executive, East Territory

September 2009 - October 2010

- Led strategic planning and relationship development for corporate partners in need of integrated solutions in ethics, corporate governance, compliance, and social and environmental responsibility

Ambac Financial Group, New York, NY — VP, Assistant Corporate Secretary and Counsel

November 2004 - September 2009

- Drafted and filed all legal requirements and regulatory compliance for FINRA regulated broker-dealer and investment advisory subsidiaries; led drafting and review of SEC filings (proxy, section 16 filings, 8-K) for parent company
- Implemented the full administration of a compliance program for both subsidiaries, resulting in clean audits
- Organized and managed board meeting procedures and materials including annual review of Code of Ethics, committee charters, corporate governance guidelines, and director education in accordance with industry best practices

LeBoeuf, Lamb, Greene & MacRae, New York, NY — Corporate Associate

September 2003 - November 2004

U.S. Department of Justice, Antitrust Division, Computers and Finance Sector, Washington, D.C. — Paralegal (Outstanding Scholars Program)

September 2003 - November 2004

- Lead Paralegal: U.S. v. Microsoft Corp.

EDUCATION

University of Michigan, Ann Arbor, MI — Juris Doctorate

September 2000 - May 2003

- Michigan Journal of International Law (2003 Contributing Editor, 2002 Associate Editor)

University of Chicago, Chicago, IL — B.A., Political Science (honors)

September 1995 - June 1998

SAFE SPEED STUDY

Evaluation of Posted Speed Limits

City of Lake Forest Park
December 2023



Section 6, Item A.

WHAT IS THE PURPOSE OF THE ST

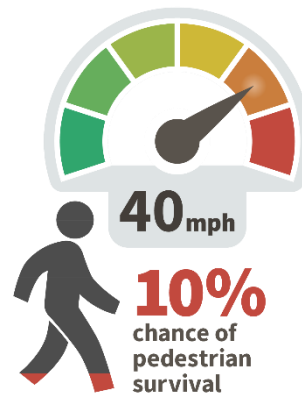
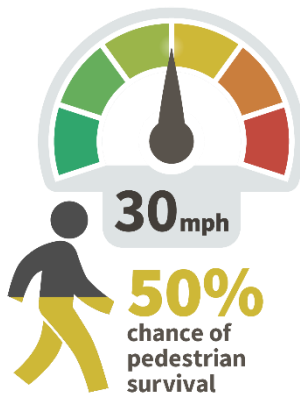
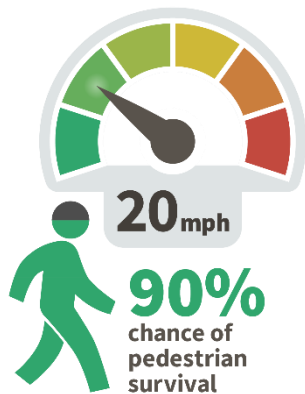
Section 6, ItemA.

Purpose: *Propose a set of comprehensive speed limit changes based on updated speed limit setting methodology and promote safe speeds throughout the City.*

KEY CONSIDERATIONS

- City Council adoption of NACTO 2020 *City Limits, Setting Safe Speed Limits on Urban Streets* publication on October 13, 2022 in Ordinance 1252.
- Speed limit changes should be based on a set of objective criteria and readily available data
- The City should strive for a consistent set of posted speed limits

THE CASE FOR ADDRESSING SPEEDS

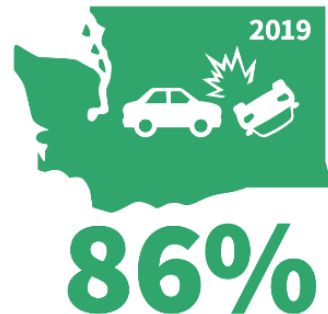


- Vehicle speed is directly linked to crash severity
- Risks for walkers and rollers increase exponentially as speeds increase

CRASH CORRELATION TO SPEED LIMITS



Data supports the need to re-evaluate how speed limits are set, especially in areas where there is a higher mix of vulnerable users.



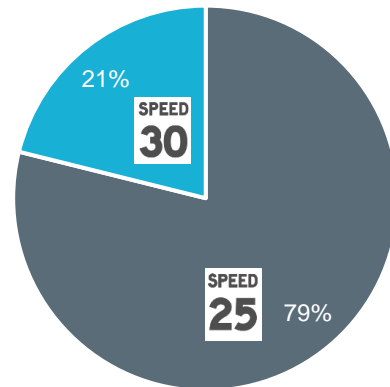
**of serious/fatal crashes
were on roadways with
limits above 25mph**

OVERVIEW OF POSTED SPEED LIMITS

Existing Context

- 13.2 miles of designated arterials and collectors
- Posted speed limits range from 25 to 30 MPH on City arterials and collectors
- Does not include state highways¹ (SR 522 & 104)
- 20 mph on some local streets

Minor Arterials & Collectors



*Existing posted speed limits on
Lake Forest Park
arterials/collectors*

1. WSDOT has jurisdiction over speed limit setting on State Routes

APPROACH TO THE STUDY

Tasks Undertaken

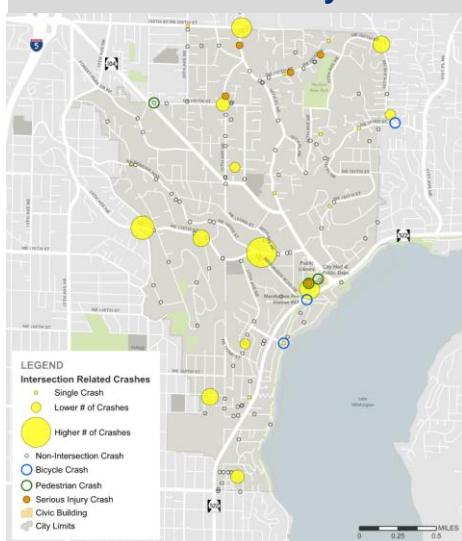
- Collected and reviewed traffic and speed data throughout the City for arterials and collectors
- Developed interactive [online map portal](#)
Username: TranspoProjectTR
Password: TGTRp@ss2023
- Created database summarizing key attributes about all arterials and collectors



APPROACH TO THE STUDY

Created a series of maps to consider different data sets

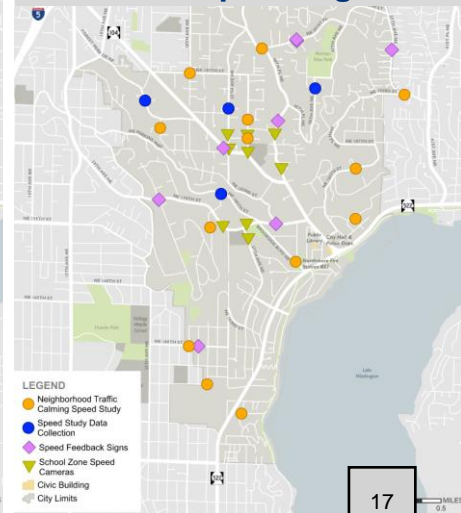
Crash History



Functional Classification



Enforcement Cameras & Radar Speed Signs



ROADWAY SEGMENT DATABASE

Section 6, Item A.

Segment	Segment Name	Functional Classification	Existing Speed Limit	85th Percentile Speed	ADT	Serious or Fatal Collis	Ped or Bike Collis	School Zone	Near Park	Land Use	Bike Route?
01	30th Ave NE (NE 195th St to NE 205th St)	Collector	25			No	No	Yes	No	RS 7	Walk
02	NE 205th St (30th Ave NE to 37th Ave NE)	Minor Arterial	30			No	No	No	Yes	RS 7	Bike
03	33rd Ave (NE 205th St to 35th Ave NE)	Minor Arterial	25			No	No	No	No	RS 7	No
04	35th Ave NE (195th St to NE 205th St)	Minor Arterial	30			Yes	No	No	No	RS 9 & RS 7	Walk and Bike
05	40th PI NE (35th Ave NE to 45th PI NE)	Minor Arterial	30	36	2,252	No	No	No	Yes	RS 9 & RS 7	Walk and Bike
06	NE 197th St (40th PI NE to 47th Ave NE)	Minor Arterial	30	33	3,682	Yes	No	No	Yes	RS 9	Walk and Bike
07	NE 204th St (NE 201st PI to 55th Ave NE)	Minor Arterial	30			No	No	No	No	RS 9 & RS 7	Bike
08	55th Ave NE (City limits to NE 193rd St)	Minor Arterial	30	28	2,944	No	Yes, Bike	No	No	RS 9 & RS 7	Bike
09	45th PI / 46th Ave NE / NE 195th St / 47th Ave NE (40th PI NE to NE 201st PI)	Collector	25	34	2,271	No	No	No	Yes	RS 9	Walk (partial)
10	NE 195th St (SR 104 to 35th Ave NE)	Minor Arterial	30	35	2,736	No	Yes, Ped	No	No	RM1 & RM 2 & RS 7	Walk (partial)
11	35th Ave NE (195th St to SR 104)	Minor Arterial	30			No	No	Yes	No	RS 7 & RS 10 & Neighborhood business	Walk and Bike
12	37th Ave NE / NF 195th St (SR 104 to 35th Ave NE)	Minor Arterial	25	30	556	No	No	Yes	No	RS 7 & RS 10 & Neighborhood business	No
13	40th PI NE (SR 104 to 45th PI NE)	Minor Arterial	30	29	260	No	No	Yes	No	RS 9 & RS 10	Walk and Bike
14	NE 187th St / 49th PI NE / NE 187th PI / NE 193rd St (53rd Ave to 56th Ave NE)	Minor Arterial	25			No	No	No	No	RS 9 & RS 7 & RS 15 & Neighborhood Business	Walk (partial)
15	NE 175th St / 47th Ave NE / NE 184th St (SR 104 to 53rd Ave NE)	Minor Arterial	25	33	1,620	No	No	No	No	RS 7 & RS 15 & RS 20	Walk (partial)
16	Forest Park Dr (NE 196th St to SR 104)	Minor Arterial	25	31	739	No	No	No	No	RM 1 & RS 10 & RS 15	Walk and Bike
17	35th Ave NE / NE 182nd St / 40th Ave NE (SR 104 to NE 178th St)	Collector	25			No	No	Yes	No	RS 10 & RS 20 & RS 15	Walk and Bike

- Created database with detailed data about each roadway segment
- Includes existing speed limit, speed data, and roadway characteristics
- Helps to 'score' roadway segments and identify New Proposed Speed Limit based on the data

BUILDING ON RECENT RESEARCH

New Publications focused on Speed Limits and Vehicle Speeds

Washington State Injury Minimization and Speed Management Policy Elements and Implementation Recommendations

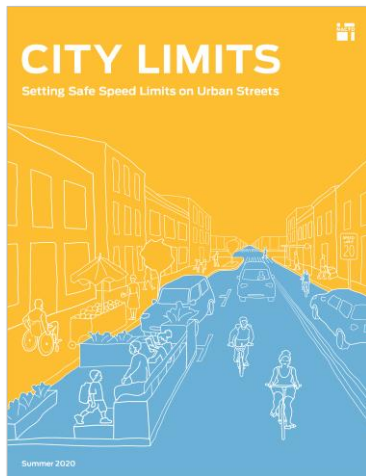
Prepared and Reviewed by:

Washington Injury Minimization and Speed Management Policy and Guidelines Workgroup

Members

Andrew Beagle, P.E. City of Olympia
Charlotte Claybrooke, WSDOT, Active Transportation Division (Facilitator)
Scott Davis, P.E. WSDOT, Headquarters (HQ) Traffic Operations, Formerly with Thurston County
Josh Diekmann, P.E. PTOE City of Tacoma (Active Transportation Safety Council Member)
John Deskins, P.E. City of Richland
Dongho Chang, P.E. Traffic Engineer, City of Seattle (Active Transportation Safety Council Member)
Mike Dornfeld, WSDOT, HQ Traffic Operations
Peter Eun, Transportation Safety Engineer, Federal Highway Administration, Resource Center, Safety and Design Team, Pedestrian Safety
Matthew Enders, P.E. WSDOT, HQ Local Programs
Will Hitchcock, Washington State Department of Health
Colleen Jollie, Retired WSDOT Tribal Liaison
Scott Langer, P.E. WSDOT Southwest Region, Assistant Region Traffic Engineer
Katherine Miller, P.E. City of Spokane
John Milton, Ph.D., P.E., RSP2, PTOE, WSDOT, HQ Transportation Safety & Systems Analysis, State Safety Engineer
Gabe Phillips, AICP WSDOT, HQ Multimodal Planning
Chris Schroedel, WSDOT, HQ Design Office & Lead for WSDOT Multimodal Technical Forum
Jeff Shea, P.E. Kitsap County
Ida Van Schaikwyl, Safety Engineer, WSDOT, HQ Design Office
Kirk Vinich, AICP Lummi Tribe
Scott Waller, Washington Traffic Safety Commission
Ravyn Whitewolf, City of Blaine (WA City Design Standards Committee Member)
Chris Workman, P.E. Washington Transportation Improvement Board

October 2020

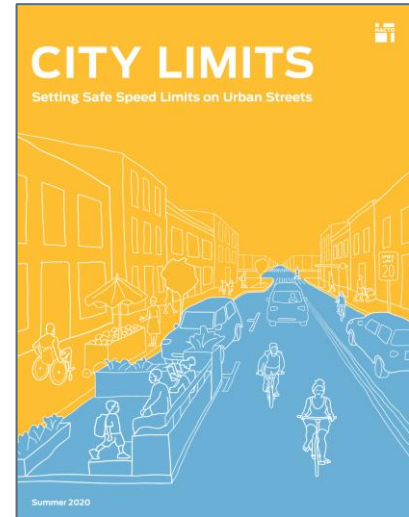


NACTO CITY LIMITS – SETTING SAFE SPEED LIMITS ON URBAN STREETS

Contains New Methodology

Identifies two programmatic-based approaches for changing speed limits

1. Set citywide defaults (for all arterials or based on roadway functional classification). Allow changes where special conditions apply.
2. Set speed limits based on a methodology that measures conflict density and activity level

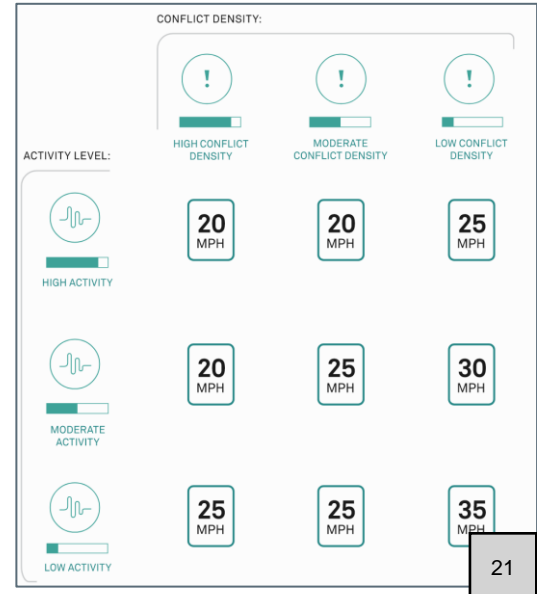


NACTO CITY LIMITS – SETTING SAFE SPEED LIMITS ON URBAN STREETS

Provides a Useful Methodology to Consider

- Conflict density vs. activity level matrix
- Can be modified to fit the context of a community

** Used as a starting point, but modified for the City of Lake Forest Park*



OPTIONS FOR SPEED LIMIT SETTING METHODOLOGY

1. Use 'old' methodology based primarily on 85th percentile speeds
2. Use tailored *City Limits* methodology based on a variety of roadway segment data
3. Set default speed limit on all arterial and collector roadways

OPTION 1 – 85TH PERCENTILE SPEED METHODOLOGY
















OPTION 1 – ‘OLD’ 85TH PERCENTILE METHODOLOGY

- Based on 85th percentile speeds
- Results in changes to 2 roadway segments
- Speed limit lowered from 30 to 25 MPH



OPTION 2 – NACTO CITY LIMITS BASED METHOD

SPEED LIMIT SETTING METHODOLOGY

Multimodal Safety Index	Roadway Context		
	 A	 B	 C
	 1	 2	 3
	 SPEED 20	 SPEED 25	 SPEED 25
	 SPEED 25	 SPEED 25	 SPEED 30
	 SPEED 25	 SPEED 30	 SPEED 30

Multimodal Activity and Safety Index

- Level of expected ped/bike activity
- History of safety issues
- 85th percentile speeds

Roadway Context

- Adjoining land uses
- Designated bicycle or pedestrian route

**Arterials & Collectors Only*

ROADWAY CONTEXT APPROACH

Goal

To consider the context of the roadway and the surrounding land uses

Roadways with Lower Speed Limits

- Areas of higher density land uses or activity areas
- Designated pedestrian or bicycle routes

ROADWAY CONTEXT SCORING

Roadway in Town Center
or area of greater density?

Yes

Roadway Context = **A**

No

Roadway is designated
city walk / bike route?

Yes

Roadway Context = **B**

No

Roadway Context = **C**

MULTIMODAL ACTIVITY AND SAFETY INDEX APPROACH

Multimodal Activity and Safety Index

To consider level of roadway activity and any safety concerns

- Higher ped/bike activity = lower speeds
- Lower ped/bike activity = higher speeds
- Locations with lower 85th percentile speeds or safety issues = lower speeds

Limitations to Measuring Ped/Bike Activity

Little data exists to measure ped/bike activity so proximity to ped/bike generators is used as proxy

- Schools, parks and town center

MULTIMODAL ACTIVITY AND SAFETY INDEX SCORING

Scoring Index

Criteria	Measure	Points
Multimodal Activity*	Proximity to School	3
	Proximity to Park	2
	Proximity to Town Center or Neighborhood Business Land Use	2
Collision History	Roadway has at least one serious injury/fatal collision in last five years	3
	Roadway has at least one pedestrian or bicycle collision in last five years	1
Speeding	Roadway has 85 percentile speed within 3 mph of speed limit	3
Daily Traffic	Average Daily Traffic Volumes < 2,000 vehicles	2



1

>6 pts



2

3-6 pts



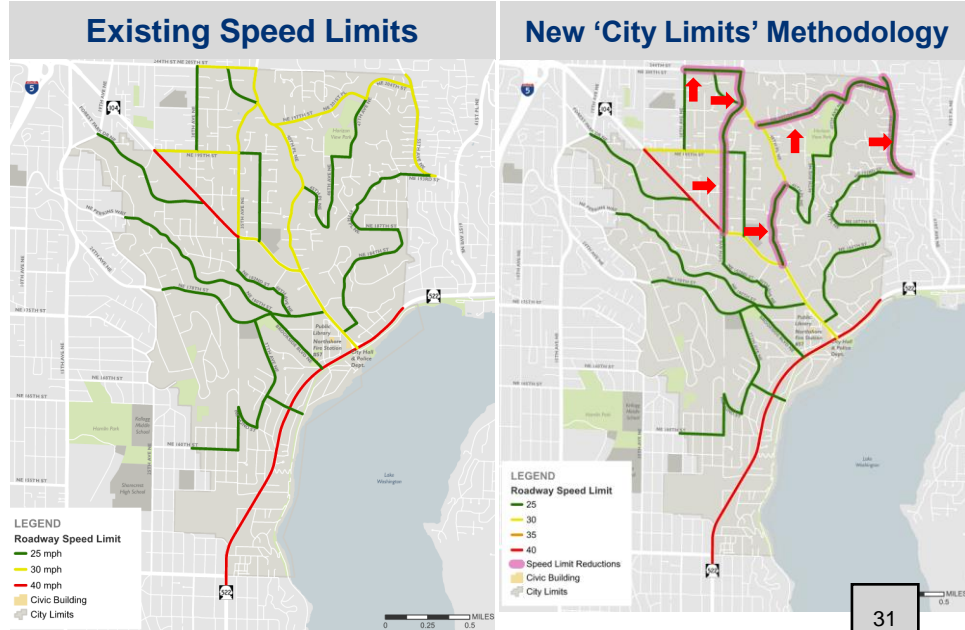
3

<3 pts

* Proximity to pedestrian/bicycle generators used as a proxy for level of activity.

OPTION 2 – NEW NACTO CITY LIMITS METHODOLOGY

- Based on adopted NACTO *City Limits*
- 6 roadway segments would change
- Speed limit lowered from 30 to 25 MPH
- Only 2 remain at 30 mph



SPEED LIMIT SETTING TOOL

Section 6, Item A.

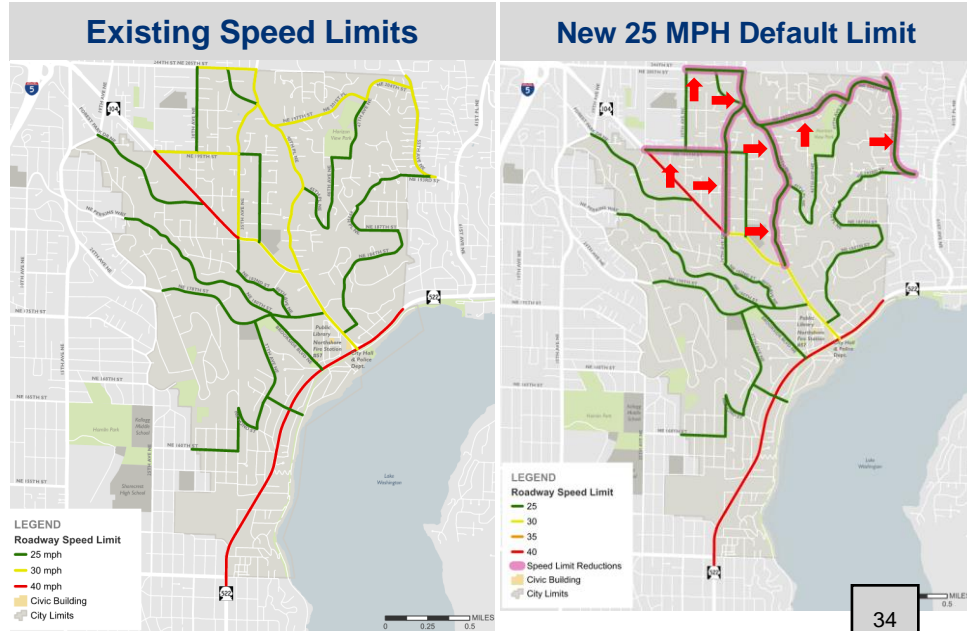
Segment ID	Segment Name	Functional Classification	Existing Speed Limit	85th Percentile Speed	ADT	Serious or Fatal Coll.	Ped or Bike Coll.	School Zone	Near Park	Land Use	City Designated Walk or Bike Route?	Roadway Access and Safety Score	and Safety Index
01	30th Ave NE (NE 195th St to NE 205th St)	Collector	25		No	No	No	Yes	No	RS 7	Walk	7	1 B
02	NE 205th St (30th Ave NE to 37th Ave NE)	Minor Arterial	30		No	No	No	No	Yes	RS 7	Bike	6	2 B
03	23rd Ave (NE 205th St to 35th Ave NE)	Minor Arterial	25		No	No	No	No	No	RS 7	No	4	2 C
04	35th Ave NE (195th St to NE 205th St)	Minor Arterial	30		Yes	No	No	No	No	RS 9 & RS 7	Walk and Bike	7	1 B
05	40th PI NE (35th Ave NE to 45th PI NE)	Minor Arterial	30	30	2,252	No	No	No	Yes	RS 9 & RS 7	Walk and Bike	2	3 B
06	NE 197th St (40th PI NE to 47th Ave NE)	Minor Arterial	30	33	3,662	Yes	No	No	Yes	RS 9	Walk and Bike	5	2 B
07	NE 204th St (NE 201st Pl to 55th Ave NE)	Minor Arterial	30		No	No	No	No	No	RS 9 & RS 7	Bike	4	2 B
08	55th Ave NE (City limits to NE 193rd St)	Minor Arterial	30	28	2,944	No	Yes, Bike	No	No	RS 9 & RS 7	Bike	3	3 B
09	45th Pl / 45th Ave NE / NE 195th St / 47th Ave NE (40th PI NE to NE 201st Pl)	Collector	25	34	2,271	No	No	No	Yes	RS 9	Walk (partial)	2	3 B
10	NE 195th St (SR 104 to 35th Ave NE)	Minor Arterial	30	35	2,736	No	Yes, Ped	No	No	RM1 & RM 2 & RS 7	Walk (partial)	1	3 B
11	35th Ave NE (195th St to SR 104)	Minor Arterial	30		No	No	No	Yes	No	RS 7 & RS 10 & Neighborhood business	Walk and Bike	9	1 B
12	37th Ave NE / NE 195th St (SR 104 to 35th Ave NE)	Minor Arterial	25	30	556	No	No	Yes	No	RS 7 & RS 10 & Neighborhood business	No	7	1 C
13	40th PI NE (SR 104 to 45th PI NE)	Minor Arterial	30	29	260	No	No	Yes	No	RS 9 & RS 10	Walk and Bike	7	1 B
14	NE 187th St / 49th PI NE / NE 187th Pl / NE 193rd St (53rd Ave to 56th Ave NE)	Minor Arterial	25		No	No	No	No	No	RS 9 & RS 7 & RS 15 & Neighborhood Business	Walk (partial)	6	2 B
15	NE 175th St / 47th Ave NE / NE 194th St (SR 104 to 53rd Ave NE)	Minor Arterial	25	33	1,620	No	No	No	No	RS 7 & RS 15 & RS 20	Walk (partial)	2	3 B
16	Forest Park Dr (NE 196th St to SR 104)	Minor Arterial	25	31	739	No	No	No	No	RM 1 & RS 10 & RS 15	Walk and Bike	2	3 B
17	35th Ave NE / NE 192nd St / 40th Ave NE (SR 104 to NE 178th St)	Collector	25		No	No	No	Yes	No	RS 10 & RS 20 & RS 15	Walk and Bike	7	1 B
18	NE Perkins Way / NE 180th St (City limits to NE 178th St)	Collector	25	34	1,491	No	No	No	No	RS 10 & RS 15 & RS 20 & RS 9	Walk and Bike	2	3 B
19	NE 178th St (28th Ave NE to 37th Ave NE)	Minor Arterial	25	29	355	No	No	Yes	No	RS 7 & RS 15 & RS 20	Walk and Bike	5	2 B
20	NE 178th St (37th Ave NE to SR 104)	Minor Arterial	25	28	2,249	No	No	Yes	Yes	RS 15 & RS 20	Walk and Bike	5	2 B
21	Brookside Blvd NE (NE 178th St to SR 522)	Minor Arterial	25	30	358	No	No	No	Yes	RS 15 & RS 7	Walk and Bike	4	2 B
22	37th Ave NE (NE 162nd St to NE 178th St)	Collector	25		No	No	No	Yes	Yes	RS 15 & RS 7	Walk	9	1 B
23	NE 160th St / 35th Ave NE / NE 162d St (city limits to 37th Ave NE)	Collector	25	25	1,125	No	No	No	No	RS 7	Walk (partial)	4	2 B
24	NE 165th St (37th Ave NE to Beach Dr NE)	Minor Arterial	25		No	No	No	No	No	RS 7	Walk and Bike	4	2 B

- Tool automatically 'scores' roadway segments and outputs New Proposed Speed Limit based on data within database

OPTION 3 – DEFAULT 25 MPH ON ARTERIAL & COLLECTOR STREETS

OPTION 3 – IMPLEMENTING DEFAULT 25 MPH LIMIT ON ARTERIALS/COLLECTORS

- Speed limit lowered from 30 to 25 MPH on all existing 30 mph roadways
- Additional enforcement and traffic calming recommended on NE 195th St and 40th PI (the 2 segments remaining in Opt 2)

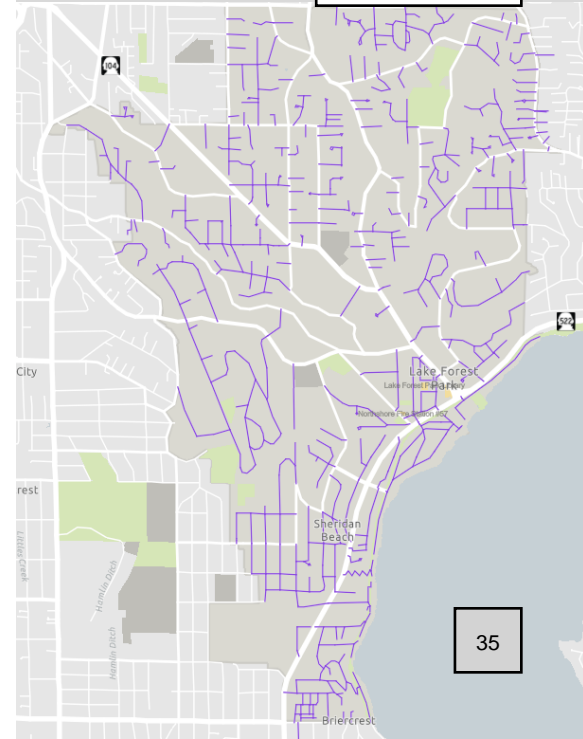


LOCAL ACCESS STREETS

- Roadways not designated as arterials or collectors, are “local access” streets
- Approximately 39 miles of local access streets in City
- RCW 46.61.415 allows local jurisdictions to “*establish a maximum speed limit of 20 MPH*” and may do so without an engineering and traffic investigation

Local Access

Section 6, Item A.



20 MPH LOCAL STREET SPEED LIMITS

- Seattle - <https://www.seattle.gov/transportation/projects-and-programs/safety-first/vision-zero/speedlimits>
- Tacoma - <https://www.cityoftacoma.org/cms/one.aspx?pageId=190031>
- Bainbridge Island - <https://www.bainbridgewa.gov/1415/Islandwide-Speed-Limit-Study#:~:text=Speed%20limits%20will%20decrease%20by,of%20speed%20limit%20sign%20changes.>
- Outside Washington State - Boulder, CO; Denver, CO; Washington DC, Portland, OR, Salt Lake City, UT;

NEXT STEPS

- Gather Feedback from City Council on Speed Limit Setting Options
 - Arterials and Collectors
 - Local Access Streets
- Finalize Recommendations and Prepare Documentation
- Implementation Strategies and Schedule

CONTACT

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Principal at Transpo Group



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www.transpogroup.com

Other Team Members

- Paul Sharman
- Brett Schock



Section 6, ItemA.

Q&A

Section 6, ItemA.



39

CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
November 9, 2023

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

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

Councilmembers absent: none

Staff present: Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Lindsey Vaughn, Finance Director; Andy Silvia, Senior Project Manager; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the November 9, 2023 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Draft Resolution/Authorizing the Mayor to Sign Amendment No. 2 to the Professional Services Agreement AG-21-002 with Transportation Solutions, Inc. for Design and Construction Management Services for the SR 104 and 40th Place NE Roundabout Project

Senior Project Manager Silvia, with Transportation Solutions, Inc. Project Manager Kirk Harris, presented the item and responded to questions.

ADJOURNMENT

There being no further business, Deputy Mayor French adjourned the meeting at 6:43 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
November 9, 2023**

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

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

Councilmembers absent: none

Staff present: Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Andy Silvia, Senior Project Manager; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk

Others present: 15 visitors

CALL TO ORDER

Deputy Mayor French called the November 9, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Riddle led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Riddle proposed amendments to the agenda: 1) move consideration of Resolution 23-1931/Authorizing the Mayor to Sign an Amendment to a Professional Services Agreement with DCG-Watershed for Additional Assistance with the Lakefront Improvements, Design, Engineering, Environmental Review, and Permitting Project to follow Citizen Comments; and 2) pull Resolution 23-1929/Adopting the Revised 2023-2024 State Legislative Agenda from the Consent Agenda for discussion.

Cmbr. Goldman noted a motion is not needed for a councilmember to pull an item from the Consent Agenda.

Cmbr. Riddle moved to approve the agenda with an amendment to move consideration of Resolution 23-1931 to follow Citizen Comments. **Cmbr. Furutani seconded. Following discussion, the motion to approve the agenda as amended carried unanimously.**

1
2 **PROCLAMATION – Month of Movember**

3
4 Cmbr. Furutani read a proclamation recognizing November as the Month of Movember.
5

6 **PROCLAMATION – Native American Heritage Month**

7
8 Cmbr. Goldman read a proclamation recognizing November as Native American Heritage
9 Month.
10

11 **PRESENTATION – Lakefront Improvements Plan Progress Update**

12
13 Environmental and Sustainability Specialist Roche introduced Amber Miklusak,
14 DCG/Watershed, who presented the item and responded to Council questions.
15

16 **CITIZEN COMMENTS**

17
18 Deputy Mayor French invited comments from the audience.
19

20 The comments received were not from Lake Forest Park citizens, and the commenters were
21 using aliases online during the Zoom portion. None of the comments received pertained to any
22 city business or agenda items or to matters the City Council has control over or purview over.
23

24 Deputy Mayor French recessed the City Council at 8:08 p.m. and reconvened at 8:18 p.m.
25

26 **Discussion, Consideration and/or Action on Resolution 23-1931/Authorizing the Mayor to**
27 **Sign an Amendment to a Professional Services Agreement with DCG-Watershed for**
28 **Additional Assistance with the Lakefront Improvements Design, Engineering, Environmental**
29 **Review, and Permitting Project**
30

31 **Cmbr. Riddle moved** to suspend the three-touch rule for Resolution 23-1931. **Cmbr.**
32 **Bodi seconded. The motion to suspend the three-touch rule carried unanimously.**
33

34 **Cmbr. Riddle moved** to approve as presented Resolution 23-1931/Authorizing the
35 Mayor to sign an Amendment to a Professional Services Agreement with
36 DCG/Watershed for Additional Assistance with the Lakefront Improvements Design,
37 Engineering, Environmental Review, and Permitting Project. **Deputy Mayor French**
38 **seconded. The motion to approve Resolution 23-1931 as presented carried**
39 **unanimously.**
40

1 CONSENT CALENDAR

2
3 It was noted that Consent Item 5, Resolution 23-1929 was pulled from the Consent Calendar
4 and for consideration later in the meeting.

5
6 **Cmbr. Riddle moved** to approve Items 1 through 4 on the Consent Calendar as
7 presented. **Cmbr. Furutani seconded. Following brief discussion, the motion to approve**
8 **Items 1 through 4 on the Consent Calendar as presented carried unanimously.**
9

- 10 1. October 23, 2023 City Council Committee of the Whole Meeting Notes
- 11 2. October 26, 2023 City Council Regular Meeting Minutes
- 12 3. Approval of City Expenditures for the Period Ending November 9, 2023, covering Claims
- 13 Fund Check Nos. 85522 through 85575, in the amount of \$424,588.00; Payroll Fund ACH
- 14 transactions in the amount of \$160,231.48; and Direct Deposit transactions in the
- 15 amount of \$173,010.79; additional approved transactions State of Washington Excise
- 16 Tax, \$17,109.63; total approved Claims Fund transactions \$774,939.90
- 17 4. Resolution 23-1928/Authorizing the Mayor to Sign the First Addendum to the Interlocal
- 18 Agreement with the City of Sunnyside for Jail Services
- 19 5. Resolution 23-1929/Adopting the Revised 2023-2024 State Legislative Agenda – it is
- 20 noted this item was pulled from the Consent Agenda for discussion at a later point in
- 21 the meeting.

22 23 **RESOLUTION 23-1930/Authorizing the Mayor to Enter into a Contract for Public Defense** 24 **Services with Stewart MacNichols Harmell, Inc., PS**

25
26 City Administrator Hill presented the item, responded to questions, and noted the item would
27 be brought back at a future meeting.

28 29 **RESOLUTION 23-1932/Authorizing the Mayor to Sign a Service Agreement with Ventilation** 30 **Power Cleaning, Inc., for 2023 Stormwater System Cleaning**

31
32 Senior Project Manager Silvia presented the item and responded to questions.

33
34 **Cmbr. Furutani moved** to suspend the three-touch rule for Resolution 23-1932.
35 **Cmbr. Lebo seconded. The motion to suspend the three-touch rule carried**
36 **unanimously.**
37

38 **Cmbr. Furutani moved** to approve as presented Resolution 23-1932/Authorizing the
39 Mayor to Sign a Service Agreement with Ventilation Power Cleaning, Inc., for 2023
40 Stormwater System Cleaning. **Cmbr. Lebo seconded. The motion to approve**
41 **Resolution 23-1932 as presented carried unanimously.**
42

ORDINANCE 23-1282/Creating Chapter 18.74 of the Lake Forest Park Municipal Code – Sale, Disposition or Lease of Surplus Real Property for Affordable Housing

Councilmember Goldman presented the item, followed by Council discussion.

Cmbr. Furutani moved to suspend the three-touch rule for Ordinance 23-1282.
Cmbr. Goldman seconded. The motion to suspend the three-touch rule carried unanimously.

Cmbr. Goldman moved to approve as presented Ordinance 23-1282/Creating Chapter 18.74 of the Lake Forest Park Municipal Code – Sale, Disposition or Lease of Surplus Real Property for Affordable Housing. **Deputy Mayor French seconded. The motion to approve Ordinance 23-1282 as presented carried unanimously.**

ORDINANCE 23-1283/Amending Section 10.06.010 of the Lake Forest Park Municipal Code Regarding Authorization for Traffic Safety Cameras in School Walk Areas, Public Park Speed Zones, and Zones Subject to Specific Penalties for Racing and Race Attendance

Deputy Mayor French presented the item, followed by Council discussion.

Deputy Mayor French moved to approve Ordinance 23-1283/Amending Section 10.06.101 of the Lake Forest Park Municipal Code Regarding Authorization for Traffic Safety Cameras in School Walk Areas, Public Park Speed Zones, and Zones Subject to Specific Penalties for Racing and Race Attendance, with an amendment to Section B “...an analysis of the locations where automatic traffic safety cameras are proposed must be presented to the City Council for approval.” **Cmbr. Riddle seconded. The motion to approve Ordinance 23-1282 as amended carried unanimously.**

Resolution 23-1929/Adopting the Revised 2023-2024 State Legislative Agenda

Cmbr. Riddle noted her concern that a \$1.5 million funding gap is not sufficient. Discussion followed and there was consensus of the Council to increase the amount to \$2 million.

Cmbr. Riddle moved to approve Resolution 23-1929/Adopting the Revised 2023-2024 State Legislative Agenda with an amendment to Exhibit A, as follows: “...The design is nearing completion and there is a funding gap of ~~\$1.5M~~ \$2.0M for construction.” **Cmbr. Furutani seconded. The motion to approve Resolution 23-1929 as amended carried unanimously.**

2023-2024 MID-BIENNIAL BUDGET ADJUSTMENT (AMENDMENT)

Finance Director Vaughn presented the budget amendment and other budget-related items and responded to questions.

ORDINANCE 23-1279/Levying the General Taxes for the City of Lake Forest Park in King County for the Fiscal Year Commencing January 1, 2024, on All Property, both Real and Personal, for the Purpose of Providing Sufficient Revenue

Cmbr. Kassover moved to approve as presented Ordinance 23-1279/Levying the General Taxes for the City of Lake Forest Park in King County for the Fiscal Year Commencing January 1, 2024, on All Property, both Real and Personal, for the Purpose of Providing Sufficient Revenue. **Cmbr. Bodi seconded. The motion to approve Ordinance 23-1279 as presented carried unanimously.**

ORDINANCE 23-1280/Levying the Property Tax for the Calendar Year 2024

Cmbr. Riddle moved to approve as presented Ordinance 23-1280/Levying the Property Tax for the Calendar Year 2024. **Cmbr. Furutani seconded. The motion to approve Ordinance 23-1280 as presented carried unanimously.**

RESOLUTION 23-1922/Setting the Surface Water Utility Rates for 2024

Cmbr. Riddle moved to approve as presented Resolution 23-1922/Setting the Surface Water Utility Rates for 2024. **Cmbr. Furutani seconded. The motion to approve Resolution 23-1922 as presented carried unanimously.**

RESOLUTION 23-1923/Adopting the 2024 User Fees

Cmbr. Riddle moved to approve as presented Resolution 23-1923/Adopting the 2024 User Fees. **Cmbr. Goldman seconded. Following discussion, the motion to approve Resolution 23-1923 as presented carried unanimously.**

ORDINANCE 23-1281/Amending the Biennial Budget for the Years 2023-2024

Cmbr. Riddle moved to approve as presented Ordinance 23-1281/Amending the Adopted Biennial Budget for the Years 2023-2024. **Cmbr. Kassover seconded. The motion to approve Ordinance 23-1280 as presented carried unanimously.**

OTHER BUSINESS

Councilmembers discussed subjects they would like to address on future agendas:

- Policy regarding creating a dedicated traffic camera revenue line item that can only be used for street safety
- Simplifying the city’s art program policy and use it
- Multimodal street program

- Options to address hate speech during council meetings
- Sign code update (finalize by end of the year)
- Process for residential parking permits to mitigate commuter parking in neighborhoods (finalize by end of the year)

Deputy Mayor French polled councilmember availability for a special meeting on Thursday, November 30, 2023.

Councilmembers noted the passing of community member Ann Stadler and former councilmember Roger Olsted and their contributions to the Lake Forest Park community.

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:51 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
November 15, 2023

It is noted this meeting was held in person at The Local 104, 18498 Ballinger Way NE, Lake Forest Park, WA 98155

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

Councilmembers absent: None

Staff present: Phillip Hill, City Administrator; Matt McLean, City Clerk

CALL TO ORDER

Deputy Mayor French called the November 15, 2023 City Council special meeting to order at 6:00 p.m.

Councilmember Discussion

No city business or city policy was discussed during the meeting.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:30 p.m.

Tom French, Deputy Mayor

Matthew McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
November 30, 2023**

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

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

Councilmembers absent: None

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

Others present: 3 visitors

CALL TO ORDER

Mayor Johnson called the November 30, 2023 City Council special meeting to order at 6:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

Draft Ordinance Amending the Municipal Code by Adding Chapter 12.60, Residential Parking Zones

Cmbr. Bodi presented the item and responded to questions. Council discussion followed.

Following the discussion, the consensus of the Council was to bring this forward for action at a future meeting.

Draft Ordinance Amending the Municipal Code by Amending Title 9, Public Peace, Morals and Welfare, with a New Chapter 9.35, Street Racing

Deputy Mayor French presented the item and responded to questions. Council discussion followed.

1 Following the discussion, the consensus of the Council was to bring this forward for action at a
2 future meeting.
3

4 **Options for Receiving Citizen Comments at Public Meetings**
5

6 City Clerk McLean presented the item and responded to questions. Council discussion followed.
7

8 Following the discussion, the consensus of the Council was to limit public comment to only
9 items listed on the agenda and/or items the Council has purview or control over.
10

11 **ADJOURNMENT**
12

13 There being no further business, the meeting was adjourned at 7:18 p.m.
14
15

16 _____
17 Jeff Johnson, Mayor
18

19 _____
20 _____
21 Matthew McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
December 8, 2023

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

Councilmembers present: Tom French, Deputy Mayor; Lorri Bodi, Tracy Furutani, and Semra Riddle

Councilmembers absent: Phillipa Kassoover, Larry Goldman, and Jon Lebo

Staff present: Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk; Julie Espinoza, Court Administrator

Others present: 4 visitors

CALL TO ORDER

Deputy Mayor French called the December 8, 2023 City Council special meeting to order at 1:09 p.m.

Audit Exit Conference for Fiscal Year 2020

Sheri Campbell, and Haji Adams from the Washington State Auditor’s Office reviewed the exit conference information for the fiscal year 2020 financial audit.

ADJOURNMENT

There being no further business, the meeting was adjourned at 1:15 p.m.

Tom French, Deputy Mayor

Matthew McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
12/14/2023

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 11/22/23 CLAIM FUND Check Nos. 85576 – 85681 in the amount of \$337,284.46, and that CLAIM FUND Check Nos. 85682 through 85732 in the amount of \$547,315.83, 11/08/23 PAYROLL FUND ACH transactions in the amount of \$180,621.37 and DIRECT DEPOSIT transactions in the amount of \$188,851.07 and 11/22/23 PAYROLL FUND ACH transactions in the amount of \$167,330.72 and DIRECT DEPOSIT transactions in the amount of \$178,087.40 are approved for payment this 14th day of December, 2023.

Additional approved transactions are:

ACH transaction Elavon in the amount of \$900.18
 ACH transaction Wex Bank in the amount of \$43.06
 ACH transaction Invoice Cloud in the amount of \$1,336.55
 ACH transaction Lexis Nexis in the amount of \$136.58
 ACH transaction Invoice Cloud in the amount of \$1,045.50
 ACH transaction State of Washington excise tax payment in the amount of \$8,828.31
 ACH transaction US Bank in the amount of \$46,231.24
 ACH transaction US Bank in the amount of \$54,290.68

Total approved claim fund transactions: \$1,712,302.95

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Register Totals Only

User: bwright
 Printed: 11/27/2023 - 2:18 PM
 Batch: 00509.11.2023 - 11/22/23 Accounts Payable



Section 7, ItemF.

Check	Date	Vendor No	Vendor Name	Amount	Voucher
85576	11/22/2023	AARDPEST	AARD Pest Control, Inc	109.10	85,576
85577	11/22/2023	ALINEAR	Recine Alinea	10.00	85,577
85578	11/22/2023	ALLBATT	All Battery Sales & Service Inc.	112.02	85,578
85579	11/22/2023	ALRENJ	John Altenhofen	10.00	85,579
85580	11/22/2023	AMERTRAF	American Traffic Solutions Inc.	66,500.00	85,580
85581	11/22/2023	LP-Andy	Andy486 Aribnb	40.00	85,581
85582	11/22/2023	AXON	Axon Enterprise, Inc.	3,372.12	85,582
85583	11/22/2023	BT-Bank	Bank Of America	6,330.38	85,583
85584	11/22/2023	BHC	BHC Consultants LLC	972.58	85,584
85585	11/22/2023	BRONCHM	Mariette Broncheau	10.00	85,585
85586	11/22/2023	BURTONL	Lisa Burton	10.00	85,586
85587	11/22/2023	CALPORT	Calportland Company	66.67	85,587
85588	11/22/2023	CARTERM	Michael Carter	10.00	85,588
85589	11/22/2023	CENTERFO	Center for Human Services	40,162.66	85,589
85590	11/22/2023	CINTASFI	Cintas First Aid & Safety	175.14	85,590
85591	11/22/2023	BLACKDIA	City Of Black Diamond	1,254.15	85,591
85592	11/22/2023	BOTHELL	City of Bothell	14,946.64	85,592
85593	11/22/2023	CLYDEHIL	City of Clyde Hill	1,148.17	85,593
85594	11/22/2023	KENMORE	City of Kenmore	11,178.50	85,594
85595	11/22/2023	SNOQPD	City of Snoqualmie	855.00	85,595
85596	11/22/2023	SUNNYSID	City of Sunnyside	360.00	85,596
85597	11/22/2023	CLYI	Irama Cly	30.00	85,597
85598	11/22/2023	CODEPUB	Code Publishing Company	426.48	85,598
85599	11/22/2023	CONSOR	Conzor North America, Inc.	7,343.25	85,599
85600	11/22/2023	CORNWED	David Cornwell	30.00	85,600
85601	11/22/2023	CORRECT	Correct Equipment, Inc	1,361.53	85,601
85602	11/22/2023	CURLEYF	Frances Curley	10.00	85,602
85603	11/22/2023	DATAQUES	DataQuest, LLC	68.50	85,603
85604	11/22/2023	DMCMA	District & Municipal Court Mgmt. As:	250.00	85,604
85605	11/22/2023	DOVEG	Gary Dove	10.00	85,605
85606	11/22/2023	DUNCANL	Lynda Duncan	10.00	85,606
85607	11/22/2023	EASTPUBS	Eastside Public Safety Comm.	277.75	85,607
85608	11/22/2023	ENUMPD	Enumclaw Police Department	1,328.98	85,608
85609	11/22/2023	FERNKEN	Nichole Fernkes	10.00	85,609
85610	11/22/2023	FINLONV	Victoria Finlon	10.00	85,610
85611	11/22/2023	GALLS	Galls, LLC	1,126.13	85,611
85612	11/22/2023	GUARDIAN	Guardian Alliance Technologies, Inc	52.00	85,612
85613	11/22/2023	HOMEDEPO	Department 32 - 2501271310 Home D	1,067.94	85,613
85614	11/22/2023	HUGHESJ	Jaylin Hughes	10.00	85,614
85615	11/22/2023	CONFIDAT	James Santerelli Enterprises	100.00	85,615
85616	11/22/2023	JOHNSTON	Johnston Group, LLC	3,925.00	85,616
85617	11/22/2023	KAISER	Kaiser Foundation Health Plan of Was	34.00	85,617
85618	11/22/2023	KASPRA	Amanda Kasprzyk	10.00	85,618
85619	11/22/2023	KCDA	KCDA Purchasing Co-op.	92.46	85,619
85620	11/22/2023	KDHCONSU	KDH Consulting, Inc	103.52	85,620
85621	11/22/2023	KCNETWRK	King County Finance	824.00	85,621
85622	11/22/2023	KCROAD	King County Finance	3,565.14	85,622
85623	11/22/2023	KCSTORM	King County Finance	6,774.00	85,623
85624	11/22/2023	KCPET	King County Pet License	230.00	85,624
85625	11/22/2023	KNOXM	Michael Knox	10.00	85,625

Check	Date	Vendor No	Vendor Name	Amount	Section 7, ItemF.
85626	11/22/2023	LFPWATER	Lake Forest Park Water Dist	1,683.30	85,626
85627	11/22/2023	LAKESDIN	Lakeside Industries, Inc.	279.88	85,627
85628	11/22/2023	LANES	Savannah Lane	10.00	85,628
85629	11/22/2023	LANGUAGE	Language Line Services	17.44	85,629
85630	11/22/2023	LEADS	LeadsOnline LLC	2,588.00	85,630
85631	11/22/2023	LEEJ	Jonathan Lee	10.00	85,631
85632	11/22/2023	LOOMIS	Loomis	194.67	85,632
85633	11/22/2023	MadroLaw	Madrona Law Group, PLLC	13,733.00	85,633
85634	11/22/2023	MCCALLA	Alison McCallister	10.00	85,634
85635	11/22/2023	MCCORDJ	Jennifer McCord	20.00	85,635
85636	11/22/2023	MILLERD	Dale Miller	10.00	85,636
85637	11/22/2023	MIYAMOS	Suzanne Miyamoto	10.00	85,637
85638	11/22/2023	NORCOM	Norcom 911	71,665.00	85,638
85639	11/22/2023	NORTHUTI	Northshore Utility District	18,398.00	85,639
85640	11/22/2023	CULRECON	Northwest Heritage Consultants, LLC	480.87	85,640
85641	11/22/2023	OFFICEDE	Office Depot, Inc.	675.41	85,641
85642	11/22/2023	PACAIRCO	Pacific Air Control, Inc.	312.14	85,642
85643	11/22/2023	PATSTREE	Pat's Trees & Landscape Inc.	10,731.09	85,643
85644	11/22/2023	PEERLESS	Peerless Network, Inc	1,038.45	85,644
85645	11/22/2023	PETROSY	Yoseph Petros	126.00	85,645
85646	11/22/2023	PITNEYSU	Pitney Bowes Inc.	54.79	85,646
85647	11/22/2023	PLYWOOD	Plywood Supply, Inc.	530.11	85,647
85648	11/22/2023	POWERDMS	PowerDMS, Inc.	606.10	85,648
85649	11/22/2023	PAWS	Progressive Animal Welfare Society	1,362.00	85,649
85650	11/22/2023	PSE	Puget Sound Energy	376.92	85,650
85651	11/22/2023	REDCARP	Red Carpet Building Maint. Inc.	3,206.15	85,651
85652	11/22/2023	ROSEND	David Rosen	30.00	85,652
85653	11/22/2023	SAFAROVA	Almira Safarova-Downey	140.00	85,653
85654	11/22/2023	SANDSTR	Richard Sandstrom	10.00	85,654
85655	11/22/2023	SHERWOOS	Scott Sherwood	30.00	85,655
85656	11/22/2023	SMEDLEJ	Julian Smedley	30.00	85,656
85657	11/22/2023	SNOVALLE	Snoqualmie Valley Rifle Club	200.00	85,657
85658	11/22/2023	SSPOLY	South Sound Polygraph LLC	600.00	85,658
85659	11/22/2023	STAPLES	Staples Advantage	1,743.93	85,659
85660	11/22/2023	STATEAUD	State Auditor's Office	4,864.00	85,660
85661	11/22/2023	STATEFIN	State Treasurer's Office	6,417.35	85,661
85662	11/22/2023	STREAMT	Tracy Stream	10.00	85,662
85663	11/22/2023	TOLMIEA	Alexander Tolmie	10.00	85,663
85664	11/22/2023	TRANSP0	Transpo Group USA Inc	5,548.75	85,664
85665	11/22/2023	TRANSUN	TransUnion Vantage Data	0.39	85,665
85666	11/22/2023	TRITEC	Tri-Tec Communications, Inc.	137.75	85,666
85667	11/22/2023	UNUM	UNUM Life Ins. Co. of America	2,178.80	85,667
85668	11/22/2023	UTILUND	Utilities Underground Location Ctr.	72.24	85,668
85669	11/22/2023	VAISALA	Vaisala, Inc.	8,742.83	85,669
85670	11/22/2023	VOHRAA	Asmi Vohra	30.00	85,670
85671	11/22/2023	WANGJ	Junhui Wang	10.00	85,671
85672	11/22/2023	SMITHA	Ann Warner Smith	10.00	85,672
85673	11/22/2023	CRIMJUST	Washington Criminal Justice Training	200.00	85,673
85674	11/22/2023	WASTBAR	Washington State Bar Association	503.00	85,674
85675	11/22/2023	L&IELEV	Washington State Department of Labo	161.65	85,675
85676	11/22/2023	DEPTLICC	Washington State Department of Licer	252.00	85,676
85677	11/22/2023	WSPBCK	Washington State Patrol	218.75	85,677
85678	11/22/2023	WENSTEJ	Jenna Weinstein	10.00	85,678
85679	11/22/2023	WESTCOA3	West Coast Armory North	154.70	85,679
85680	11/22/2023	WRIGHTB	Beth Wright	105.19	85,680
85681	11/22/2023	YASINM	Mohammed Yasin	10.00	85,681

Check Total:

337,284.46

Accounts Payable

Check Register Totals Only

User: bwright
 Printed: 12/7/2023 - 2:12 PM
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
85682	12/14/2023	LOCAL104	35 and 104, LLC	13,614.14	85,682
85683	12/14/2023	AMERTRAF	American Traffic Solutions Inc.	66,500.00	85,683
85684	12/14/2023	AQUATICE	Aquatic Entomology	1,800.00	85,684
85685	12/14/2023	AURORARE	Aurora Rents, Inc.	1,705.79	85,685
85686	12/14/2023	BENTLERK	Kalpna Bentler	126.00	85,686
85687	12/14/2023	BROBEAR	Brown Bear Car Wash	12.00	85,687
85688	12/14/2023	CINTASFI	Cintas First Aid & Safety	15.76	85,688
85689	12/14/2023	SUNNYSID	City of Sunnyside	2,018.82	85,689
85690	12/14/2023	CONSOR	Conсор North America, Inc.	7,232.50	85,690
85691	12/14/2023	CZEBOTAR	Jason Czebotar	1,261.85	85,691
85692	12/14/2023	DATAQUES	DataQuest, LLC	187.50	85,692
85693	12/14/2023	EASTPUBS	Eastside Public Safety Comm.	1,237.25	85,693
85694	12/14/2023	EPOCH	Epoch Design, LLC	2,914.57	85,694
85695	12/14/2023	FIRSTTWO	FirstTwo, Inc.	2,644.80	85,695
85696	12/14/2023	GALLS	Galls, LLC	738.89	85,696
85697	12/14/2023	GRAY&OS	Gray & Osborne, Inc.	6,340.24	85,697
85698	12/14/2023	HEADSETS	Headsets.com	33.03	85,698
85699	12/14/2023	INSIGHT	Insight Public Sector, Inc.	22,636.92	85,699
85700	12/14/2023	INTERCOM	Intercom Language Services Corp	140.00	85,700
85701	12/14/2023	JOHNSTON	Johnston Group, LLC	3,925.00	85,701
85702	12/14/2023	KCDA	KCDA Purchasing Co-op.	113.11	85,702
85703	12/14/2023	KCLIQUER	King County Finance	970.26	85,703
85704	12/14/2023	KCSEWER	King County Finance & Business	215,839.62	85,704
85705	12/14/2023	LANGUAGE	Language Line Services	17.44	85,705
85706	12/14/2023	LEGEND	Legend Data Systems, Inc.	36.37	85,706
85707	12/14/2023	MOON	Moon Security Service Inc.	1,274.02	85,707
85708	12/14/2023	NAVIA-1	Navia Benefit Solutions	250.00	85,708
85709	12/14/2023	NORCOM	Norcom 911	33,605.06	85,709
85710	12/14/2023	NORTHUTI	Northshore Utility District	1,373.95	85,710
85711	12/14/2023	OFFICEDE	Office Depot, Inc.	848.49	85,711
85712	12/14/2023	LP-Oliv	Olivia Jones	40.00	85,712
85713	12/14/2023	OREILLY	O'Reilly Automotive Stores, Inc.	71.55	85,713
85714	12/14/2023	PACEENG	PACE Engineers, Inc.	3,549.00	85,714
85716	12/14/2023	PACOFFA	Pacific Office Automation	469.45	85,716
85717	12/14/2023	PATSTREE	Pat's Trees & Landscape Inc.	4,300.45	85,717
85718	12/14/2023	PERRIGOJ	Jeffrey Perrigo	209.59	85,718
85719	12/14/2023	PETROSY	Yoseph Petros	126.00	85,719
85720	12/14/2023	PLATT	Platt Electric Supply, Inc.	565.03	85,720
85722	12/14/2023	PSERN	Puget Sound Emergency Radio Netwo	6,202.56	85,722
85723	12/14/2023	ROBERTSS	Sarah Roberts	8,351.74	85,723
85724	12/14/2023	SCJALL	SCJ Alliance	11,753.50	85,724
85725	12/14/2023	SECURITE	Securite Gun Club, LLC	550.50	85,725
85726	12/14/2023	SNOCOMED	Snohomish County Sheriff's Office	34,241.52	85,726
85727	12/14/2023	STAPLES	Staples Advantage	76.90	85,727
85728	12/14/2023	SYMBOLA	Symbol Arts, LLC	286.52	85,728
85729	12/14/2023	URBANFOR	The FA Bartlett Tree Expert Company	2,173.51	85,729
85730	12/14/2023	WATERSHE	The Watershed Company	69,111.43	85,730
85731	12/14/2023	TRANSSOL	Transportation Solutions Inc	15,763.20	85,731
85732	12/14/2023	WALKER	Scott Walker	60.00	85,732

Check Date Vendor No Vendor Name Amount

Section 7, ItemF.

Check Total: 547,315.83

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	11/08/2023	1,738.74
ACH	NAVIA	Navia Benefit Solutions, Inc.	11/08/2023	272.62
ACH	NAVIAFSA	Navia - FSA	11/08/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	11/08/2023	2,117.94
ACH	TEAMDR	National D.R.I.V.E.	11/08/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	11/08/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	11/08/2023	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM.	11/08/2023	1,949.27
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	11/08/2023	6,734.95
ACH	ZAWC	AWC	11/08/2023	41,342.00
ACH	ZEMPSEC	Employment Security Dept.	11/08/2023	531.72
ACH	ZEMPWAC ^A	Wa.Cares Tax	11/08/2023	808.29
ACH	ZGUILD	LFP Employee Guild	11/08/2023	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	11/08/2023	30,615.52
ACH	ZL&I	Washington State Department of Labor & In	11/08/2023	7,011.13
ACH	ZLEOFF	Law Enforcement Retirement	11/08/2023	16,503.26
ACH	ZLFPIRS	Lake Forest Park/IRS	11/08/2023	38,364.52
ACH	ZPERS	Public Employees Retirement	11/08/2023	22,542.84
ACH	ZTEAM	Teamsters Local Union #117	11/08/2023	179.64
ACH	ZWATWT	Washington Teamsters Welfare Trust	11/08/2023	7,407.45
Total for 11/8/2023:				180,621.37
Report Total (20 checks):				180,621.37

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	11/22/2023	37,534.62
ACH	NAVIA	Navia Benefit Solutions, Inc.	11/22/2023	272.62
ACH	NAVIAFSA	Navia - FSA	11/22/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	11/22/2023	1,964.93
ACH	TEAMDR	National D.R.I.V.E.	11/22/2023	6.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	11/22/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	11/22/2023	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM.	11/22/2023	1,949.27
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	11/22/2023	6,701.77
ACH	ZAWC	AWC	11/22/2023	2,302.98
ACH	ZEMPSEC	Employment Security Dept.	11/22/2023	519.72
ACH	ZEMPWACA	Wa.Cares Tax	11/22/2023	644.01
ACH	ZGUILD	LFP Employee Guild	11/22/2023	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	11/22/2023	33,318.18
ACH	ZL&I	Washington State Department of Labor & I	11/22/2023	6,860.62
ACH	ZLEOFF	Law Enforcement Retirement	11/22/2023	15,358.10
ACH	ZLFPIRS	Lake Forest Park/IRS	11/22/2023	34,223.04
ACH	ZPERS	Public Employees Retirement	11/22/2023	22,216.59
ACH	ZTEAM	Teamsters Local Union #117	11/22/2023	516.43
ACH	ZWATWT	Washington Teamsters Welfare Trust	11/22/2023	444.36
Total for 11/22/2023:				167,330.72
Report Total (20 checks):				167,330.72



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Resolution 23-1930/Authorizing the Mayor to enter into a Contract for Public Defense Services with Stewart MacNichols Harmell, Inc., P.S.

Legislative History

- First Presentation: November 9, 2023 – Regular Meeting
- Second Presentation/Action: December 14, 2023 – Regular Meeting

Attachments:

1. Resolution 23-1930
2. Proposed contract

Executive Summary

In 2018, the Administration completed a process to select a new law firm to provide Public Defense Services for the City. Per RCW 10.101.005, the right to counsel is guaranteed by the U.S. Constitution, the Washington State Constitution, statutes, and court rules. When an individual has a right to counsel but is indigent, the government is required to provide a competent public defense attorney to represent that person.

Three law firms responded to that RFP, with the selection committee interviewing two of those firms and unanimously selecting the firm of Stewart MacNichols Harmell, Inc., P.S.

Background

The Municipal Court and the Administration have been pleased with the service provided and recommend executing a new contract with Stewart MacNichols Harmell, Inc., P.S. Increased case load, and additional time required in representing defendants has necessitated the firm utilizing a second attorney to provide services, resulting in the proposed fee for services being \$10,000 per month, a

\$2,500 per month increase over the previous contract. The Administration finds this a reasonable fee for the services being provided.

The initial term of the contract is for three years and allows for two additional one-year extensions upon mutual agreement of the parties.

Fiscal & Policy Implications

The budget was set based on the existing contract plus inflation. The increase included in the proposed contract exceeds the budgeted amount which will need to be reconciled in an upcoming budget amendment.

Alternatives

Options	Results
<ul style="list-style-type: none">Approve the proposed contract	The city will continue to provide public defense as required per RCW 10.101.005
<ul style="list-style-type: none">Do not approve the proposed contract	The city would be in violation of RCW 10.101.005, requiring that the city provide public defense for indigent defendants, and will need to start the process of finding a law firm to provide such services

Staff Recommendation

Approve Resolution 23-1930/Authorizing the Mayor to enter into a Contract for Public Defense Services with Stewart MacNichols Harmell, Inc., P.S., with an effective date of December 31, 2023.

RESOLUTION NO. 23-1930**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH STEWART MACNICHOLS HARMELL, INC., P.S. FOR PUBLIC DEFENSE SERVICES**

WHEREAS, the Sixth Amendment to the U.S. Constitution grants all criminal defendants the right to an attorney; and

WHEREAS, if a defendant cannot afford an attorney, the defendant will be granted one by the governing body; and

WHEREAS, the City of Lake Forest Park is the governing body that contracts for public defense services to provide counsel for indigent criminal defendants at Lake Forest Park Municipal Court; and

WHEREAS, in 2018, the City requested proposals for public defense services and selected Stewart MacNichols Harmell, Inc., P.S. after a competitive Request for Proposals (RFP); and

WHEREAS, the City seeks to renew the contract with Stewart MacNichols Harmell for an additional three (3) year term with the possibility of two (2) additional one (1) year extensions; and

WHEREAS, the City Attorney has reviewed and approved the proposed contract and scope of work;

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

Section 1. CONTRACT APPROVED. The contract with Stewart MacNichols Harmell, Inc., P.S. for public defense services is approved, and the Mayor is authorized to sign the contract in substantially the same form as provided in the attached Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the City of Lake Forest
Park City Council this ____ day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

**CITY OF LAKE FOREST PARK
AGREEMENT FOR FIRM SERVICES**

Contract Title: Primary Public Defender Services: Stewart MacNichols Harmell, Inc., P.S.

Contract #: _____

WHEREAS, the City of Lake Forest Park, Washington (hereinafter “City”) and Stewart MacNichols Harmell, Inc., P.S. (hereinafter “Public Defender”) enter into this Agreement for Firm Services (the “Agreement”) for the provision of public defense services that will comply with the City’s adopted Standards for Indigent Defense.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender enter into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution 1459 as the same exists or is hereafter amended (hereinafter “Standards”). The Public Defender warrants that each individual employed by the Public Defender to perform services under this Agreement has read and is fully familiar with the provisions of the Standards adopted by the City. Compliance with these Standards goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement, shall certify compliance with Supreme Court Rule governing case load quarterly with the Lake Forest Park Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 The Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. The Public Defender will maintain and provide to the City a quarterly report detailing the information provided below in 1.2.1 – 1.2.7 so long as consistent with the attorney-client privilege and any protective order entered by a court of competent jurisdiction:

1.2.1 the number of cases assigned during the period;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was filed with the Court as well as cases in which a motion was brought to the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non-criminal matters.

1.3 The Public Defender warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Standards.

2. Compensation. Effective January 1, 2024, the City shall pay to the Public Defender for services rendered under this Agreement the lump sum of ten thousand dollars (\$10,000.00) per month. The basis of this lump sum payment represents compensation for all matters assigned involving representation at arraignments, pre-trial appearances, motions, bench trials, jury trials, sentencing, status conferences and review hearings.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and have an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would conflict with or impede his/her ability to perform under this agreement or reduce the case count available to each Attorney.

2.1 Case Counts. Based upon case counts previously maintained for the City, current estimates for annual case counts for all indigent cases filed by the City is approximately 256 cases per year. As provided in the Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City adopts an un-weighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City

shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30 each year.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 Discovery. For post-conviction relief cases, discovery includes the cost to obtain copies of defense and prosecution files, and court records and transcripts.

2.4.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses.

2.4.4 Copying Client Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial.

2.4.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies.

2.4.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DOL, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75.

2.4.7 Process Service. The normal, reasonable cost for the service of a subpoena.

2.4.8 Superior Court Appeals. Compensation of \$750.00 for any appeal to the Superior Court where a brief is filed, including an Anders Brief.

2.5 Review and Renegotiation.

2.5.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this Agreement if there is a significant increase or decrease in the number of cases assigned. Significant “decrease” shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed THREE HUNDRED TWENTY-SIX (326) cases per year or EIGHTY-TWO (82) cases per quarter, the parties may renegotiate this Agreement to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly caseloads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

2.5.2 Renegotiation Due to Change in Rule or Standard. This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar Association or the City significantly modifies the Standards for Indigent Defense adopted.

3. Term. The term of this Agreement shall be from the date of execution for a three (3) year initial term through December 31, 2026, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. “Material term” shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards, or violation of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this Agreement has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City’s

discretion. In lieu of terminating this Agreement, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Agreement shall expire following one (1) year written notice by the City to the Public Defender.

3.4 Obligations Survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level (e.g. plea, trial, dismissal).

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

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

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

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

- A. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Public Defender shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
- B. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence, at least \$2,000,000 in the general aggregate, and \$2,000,000 products-completed operations aggregate limit.
- C. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- D. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
- E. The Public Defender shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- F. Before the Public Defender performs any Work, Public Defender shall provide the City with a Certificate of Insurance acceptable to the City evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Public Defender's obligations to fulfill the requirements.
- G. Public Defender shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Public Defender shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Public Defender insurance in the name of the Public

Defender and deduct the cost of providing and maintaining such insurance from any sums due to Public Defender under this Agreement, or the City may demand Public Defender to promptly reimburse the City for such cost.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Independent Contractor. The relationship of the Public Defender to the City by reason of this Agreement shall be that of an independent contractor. This Agreement does not authorize the Public Defender to act as the agent or legal representative of the City for any purpose whatsoever and neither the Public Defender nor its employees shall be deemed employees of the City. The Public Defender is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

10. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, Attorney's on behalf of the Public Defender have personally signed Exhibit A to this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

11. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to Exhibit A to this Agreements.

12. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this

Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

13. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY OF LAKE FOREST PARK:	PUBLIC DEFENDER:
_____	_____
_____	_____
_____	_____

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City’s Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney’s fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of January, 2024.

CITY OF LAKE FOREST PARK

By: _____
Jeff Johnson, Mayor
Date: _____

ATTEST/AUTHENTICATED:

By: _____
Matt McLean, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLIC DEFENDER

By: _____
Kim Adams Pratt, City Attorney

By: _____

Title: _____

Date: _____

EXHIBIT A

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of the Public Defender, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney’s personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.

Signed: _____

ATTORNEY: _____
Print Name

Signed: _____

ATTORNEY: _____
Print Name

EXHIBIT B



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Police Department
Contact Person	Mike Harden, Chief of Police
Title	Resolution 23-1934/Authorizing the Mayor to sign an Interagency Agreement with the Seattle Police Department for the Washington Internet Crimes Against Children Task Force.

Legislative History

- Resolution 1566 in 2016
- Resolution 1689 in 2018
- Resolution 1721 in 2019

Attachments:

1. Resolution 23-1934
2. Revised Interagency Agreement for the Internet Crimes Against Children Task Force

Executive Summary

The Lake Forest Park Police Department has maintained an Interagency Agreement with the Washington State Internet Crimes Against Children Task Force since 2016. The Lake Forest Park Police Department has amended the previous Interagency Agreement to reflect the agreement between the current listed Chiefs of Police; Chief Mike Harden (Lake Forest Park PD) and Chief Adrian Diaz (Seattle PD). Chief Harden also wishes to memorialize in this resolution the commitment to child safety by assigning two part-time investigators and a supervisor to assist the WA ICAC TF.

Background

The ICAC program was originally developed in response to the increasing number of children and teenagers with internet access, the proliferation of child pornography, and the targeting of vulnerable underage populations by sexual predators. The Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP) created a national network of state and local law enforcement

cyber-investigative units to investigate cases of child sexual exploitation, which resulted in the creation of the ICAC task force program.

The Seattle Police Department is the lead agency for the Washington State ICAC Task Force. The task force is made up of local, state, and federal law enforcement agencies working to identify, arrest and convict those individuals who victimize children and adolescents by way of the internet, and to provide victim and family support resources and resource referrals.

The attached amended Interagency Agreement reflects the current leadership for both involved agencies (Lake Forest Park PD and Seattle PD). The amended Interagency Agreement also reflects an Effective Date of December 15, 2023, with a renewal date of October 1, 2024, and then renewing every three years from this date, which is based upon the current grant resource funding guidelines for the WA ICAC TF.

Fiscal & Policy Implications

Upon the signing of this Interagency Agreement, the Lake Forest Park Police Department shall implement a policy delineating the responsibilities and commitments of its investigators and supervisors assigned to WA ICAC TF. Those responsibilities and commitments shall be consistent with those specified in the Interagency Agreement.

Alternatives

Adopt or not the Resolution authorizing the Interagency Agreement

Staff Recommendation

Approve Resolution 23-1934/Authorizing the Mayor to sign the REVISED Interagency Agreement with the regional Internet Crimes Against Children Task Force, led by the Seattle Police Department.

RESOLUTION NO. 23-1934**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE REVISED INTERAGENCY AGREEMENT WITH SEATTLE POLICE DEPARTMENT FOR THE WASHINGTON INTERNET CRIMES AGAINST CHILDREN TASK FORCE**

WHEREAS, the Internet Crimes Against Children (“ICAC”) Task Force has been formed to address the growing criminal activity using electronic devices; and

WHEREAS, the ICAC Program is a national network of coordinated task forces representing federal, state, and local law enforcement and prosecutorial agencies; and

WHEREAS, the Seattle Police Department has been designated by the United States Department of Justice Office of Juvenile Justice and Delinquency Prevention as the lead agency to oversee the multi-jurisdictional Washington State Internet Crimes Against Children Task Force; and

WHEREAS, the Lake Forest Park Police Department will be assigning two part-time investigators and a supervisor to assist the Washington State Internet Crimes Against Children Task Force.

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to execute the Interagency Agreement with the Seattle Police Department for Washington Internet Crimes Against Children Task Force, a copy of which is attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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



ATTACHMENT 2
(Exhibit A to Resolution 23-1934)

INTERAGENCY AGREEMENT

BETWEEN

**THE WASHINGTON STATE INTERNET
CRIMES AGAINST CHILDREN TASK FORCE
ACTING THROUGH THE CITY
OF SEATTLE POLICE DEPARTMENT**

AND

LAKE FOREST PARK POLICE DEPARTMENT

This Interagency Agreement is entered into by and between the Washington State Internet Crimes against Children Task Force (WA ICAC TF), acting through the City of Seattle Police Department and **LAKE FOREST PARK POLICE DEPARTMENT** (Affiliate Agency) acting through its duly authorized representative.

WHEREAS, The United States **Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP)** have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

WHEREAS, the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the **OJJDP** as the "Lead Agency" which is the law enforcement agency that is awarded federal funding to serve as the "Lead" "Agency" for the corresponding Task Force.

WHEREAS, the SPD has been designated by the **OJJDP** as the “Lead Agency” to oversee the multi-jurisdictional **Washington State Internet Crimes Against Children Task Force (WA ICAC TF)** intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology; and

WHEREAS, the SPD is the recipient of a Federal grant through the **OJJDP** to assist in the investigation and prosecution of Internet crimes against children; and

WHEREAS, the SPD will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

WHEREAS, agencies that agree to work with the SPD as the “Lead Agency” shall be identified in the program as an “Affiliate” or “Affiliate Agency” will execute this signed agreement under the authorization of the proper authority of said agency following all of the terms, conditions and tenets contained herein.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains thirteen (13) Articles.

ARTICLE I TERM OF AGREEMENT

Affiliate Agencies may withdraw from this Interagency Agreement and new Affiliate Agencies may be added by executing an Interagency Agreement with the SPD in substantially the same form as this Interagency Agreement. The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days of written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency. Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program.

ARTICLE II OPERATIONAL STANDARDS

Affiliate Agencies agree to adhere to the *ICAC Task Force Program Operational and Investigative Standards*, attached to and made part of this Agreement, as Attachment A. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction and assist other jurisdictions to investigate these cases.

Affiliate Agencies agree to participate on the Washington Internet Crimes Against Children Task Force that is overseen by the SPD.

Affiliate Agencies agree to use only sworn law enforcement investigators to conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC Program training prior to initiating proactive investigations and shall submit reports of all undercover activity to the **SPD ICAC**.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider (ISP) and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Affiliate Agencies agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file, reviewed and authorized by the ICAC Unit Commander, or equivalent, for that agency.

Affiliate Agencies agree to provide the SPD with access to all ICAC investigative files including, without limitation, computer records, to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to locate their ICAC investigators in secured space, to be provided by the Affiliate Agency, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of **each** Affiliate Agencies ICAC personnel, with restricted access to authorized personnel.

Affiliate Agencies agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the WA ICAC TF, its Affiliate Agencies or the national ICAC Program.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to an Affiliate Agency by the SPD. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the SPD.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and forwarded not less than monthly to the SPD ICAC Commander, Seattle Police Department, PO Box 34986, Seattle, WA 98124-4986, or in the ICAC Data System (www.icacdatasystem.com) for national statistical reporting purposes. Affiliate agencies are encouraged to forward all significant cases and/or press releases to SPD ICAC (spd_wa_icac@seattle.gov) for inclusion in reports to national ICAC program.

ARTICLE III SUPERVISION

Each Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to assist the WA ICAC TF. WA ICAC TF investigations are a cooperative effort and investigative decisions will be a joint process guided by the WA ICAC TF standards.

ARTICLE IV JURISDICTION

The principal sites of WA ICAC TF activities will be in the respective jurisdictional area of each Affiliate Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an Affiliate Agency's employee(s) as a member of the WA ICAC TF. Affiliate Agencies may on occasion be referred investigations that are outside of the physical boundaries of their respective municipalities due to specific needs, capabilities or expertise as identified by the WA ICAC TF Lead Agency. Affiliate Agencies agree to take these referrals and conduct appropriate investigations in conformance with the ICAC Operational Standards, investigative or operational training, and their agency policing policies.

ARTICLE V EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies.

ARTICLE VI INSURANCE AND LIABILITY

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage.

ARTICLE VII REPORTING STANDARDS

Using a process provided by the SPD, **each** Affiliate Agency shall submit monthly statistics to the SPD on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the approved procedures. These statistics shall be submitted in the appropriate format by the 10th day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

In addition, an agency case number shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency. Any local media reporting or responses on the investigation will comply with Section 12 (Media Relations and Media Releases) of the ICAC Operational Standards. The SPD will be responsible for all required reporting to the **OJJDP**.

ARTICLE VIII TRAINING

Affiliate Agencies **shall** make every effort to make investigators designated as Task Force Members available for applicable specialized training provided through the national ICAC Program and other appropriate training programs. The SPD will review training requests and provide funding for ICAC-approved training when appropriate. This funding will include, but is not limited to; WA ICAC TF hosted, or sponsored or facilitated training through the national ICAC Programs authorized vendors.

Affiliate Agencies seeking funding assistance will be required to submit requests at least thirty (30) days in advance in writing and to comply with the procedures set forth in a separate Interagency Agreement for funding requests. A sample of this Interagency Agreement is available upon request but in no way is tacit or expressed authorization of requested funding or financial assistance given in advance. Funding under the Interagency Agreement is limited to the available funds that are received by the SPD under the **OJJDP** Grant program for the national ICAC program.

ARTICLE IX CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence and will only be shared with other Affiliate Agencies or other law enforcement agencies not participating in the WA ICAC TF where necessary, or as otherwise permitted by federal and/or state law.

ARTICLE X COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Affiliate Agency shall comply with all applicable laws, standards, orders, and regulations regarding equal employment which are applicable to the Affiliate Agency's performance of this Interagency Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE XI GOVERNING LAW AND VENUE

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. In case any one or more of the provisions contained in this Interagency Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Interagency Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Exclusive venue is in Seattle, King County, Washington.

ARTICLE XII EFFECTIVE DATE

This Interagency Agreement shall be effective on December 15, 2023, with a renewal date of October 1, 2024, and then renewing every three years from this date. Upon expiration

this Interagency Agreement shall be renewed until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties as delineated in ARTICLE I TERM OF AGREEMENT. This Interagency may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The addition or deletion of Affiliate Agencies to or from this Interagency Agreement shall not affect the Interagency Agreement with the remaining Affiliate Agencies.

This Interagency Agreement can be amended or replaced in the event of new requirements under the national ICAC Task Force Program or as designated by law or other proper lawful authority.

ARTICLE XIII AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

**WASHINGTON STATE
INTERNET CRIMES AGAINST CHILDREN
TASK FORCE**

INTERAGENCY AGREEMENT

EXECUTED BY

The **SEATTLE POLICE DEPARTMENT (SPD)**,
a department of the City of Seattle, hereinafter referred to as “SPD”,
Department Authorization Representative:
Adrian Diaz, Chief of Police
PO Box 34986
Seattle WA 98124-4986

AND

The **LAKE FOREST PARK POLICE DEPARTMENT**,
a department of the City of Lake Forest Park, hereinafter referred to as “LFPPD”,
Department Authorized Representative:
Mike Harden, Chief of Police
17425 Ballinger Way NE
Lake Forest Park, WA 98155

In Witness, Whereof, the parties have executed this Agreement by having their
representatives affix their signatures below.

LAKE FOREST PARK POLICE DEPARTMENT

SEATTLE POLICE DEPARTMENT

Mike Harden, Chief of Police

Adrian Diaz, Chief of Police

Date:

Date:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Information Technology Department
Contact Person	Lindsey Vaughn, Finance Director Aaron Emmons, Information Systems Manager
Title	Resolution 23-1935 Authorizing the Mayor to sign the Washington Military Department State and Local Cybersecurity Grant Program Agreement

Legislative History

- First and Action Regular City Council Meeting December 14, 2023

Attachments:

1. Resolution for the Mayor to sign the State and Local Cyber Security Grant Program Agreement
2. State and Local Cybersecurity Grant Program Fact Sheet

Executive Summary

The City of Lake Forest Park applied for a Washington Military Department State and Local Cybersecurity Grant Program that had additional unallocated dollars from fiscal year 2022. The City was informed that we were awarded the federal matching grant to assist state and local governments in reducing ongoing cybersecurity risks. The application included the purchase of a new server, a firewall, a three-year enterprise license (software support package), and reimbursement for employee and consultant time to travel and install the new equipment.

Background

The disaster recovery and backup server located in Yakima County was repurposed at the time it was originally placed in Yakima to satisfy a need for an offsite backup solution. At the time, the server also doubled as a disaster recovery server in Eastern Washington. The solution at the time was a temporary solution, and now new information technology equipment needs to be purchased to replace the current equipment. The federal grant will assist in paying for a portion of the costs for the IT replacement project.

Fiscal & Policy Implications

The benefit of the federal grant is that the dollars assist in paying for a portion of IT replacement project.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	The City will have a portion of the IT replacement project expenses reimbursed by grant dollars
<ul style="list-style-type: none"> • Do not approve 	The City will pay for the full dollar amount of the IT project

Staff Recommendation

Staff is recommending to approve Resolution 23-1935 authorizing the Mayor to sign the Washington Military Department State and Local Cybersecurity Grant Program Agreement

RESOLUTION NO. 23-1935

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A CYBERSECURITY GRANT
AGREEMENT WITH THE WASHINGTON STATE MILITARY
DEPARTMENT**

WHEREAS, the City needs to purchase new information technology equipment to stay in compliance with information technology best practices for disaster and backup recovery to minimize cyber security risks; and

WHEREAS, in order to meet this need for Offsite Data Backup, the City applied for a grant from the Washington State Military Department;

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

Section 1. AUTHORIZE. The City Council of the City of Lake Forest Park, Washington approves and authorizes the Mayor to sign the Cybersecurity Grant Agreement with Washington State Military Department in substantially the same form as the attached Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1935

Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET

Section 7, Item 1.

1. Subrecipient Name and Address: City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155		2. Grant Agreement Amount: \$27,237		3. Grant Agreement Number: E24-173	
4. Subrecipient Contact, phone/email: Aaron Emmons, 206-368-2898 aemmons@cityoflfp.gov		5. Grant Agreement Start Date: December 1, 2022		6. Grant Agreement End Date: July 31, 2024	
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 deborah.henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): XLQLKJL8H7H6		9. UBI # (state revenue): 601-140-623	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2022-CY-00017		12. Federal Award Date: 12/21/2022		13. Assistance Listings # & Title: 97.137 – 22SLCGP	
14. Total Federal Award Amount: \$3,666,530		15. Program Index # & OBJ/SUB-OBJ: 725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ			16. EIN 91-6019059
17. Service Districts: BY LEGISLATIVE DISTRICTS: 46 BY CONGRESSIONAL DISTRICTS: 7		18. Service Area by County(ies): King		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <p>The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. security. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services.</p> <p>The Department is the Recipient and Pass-through Entity of the 22SSLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.</p>					
<p>IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.</p> <p>In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1. Applicable federal and state statutes and regulations</p> <p>2. DHS/FEMA Award and program documents</p> <p>3. Work Plan, Timeline, and Budget</p> </div> <div style="width: 45%;"> <p>4. Special Terms and Conditions</p> <p>5. General Terms and Conditions, and,</p> <p>6. Other provisions of the Agreement incorporated by reference.</p> </div> </div>					
<p>WHEREAS, the parties have executed this Agreement on the day and year last specified below.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>FOR THE DEPARTMENT:</p> <p>_____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington Military Department</p> <p>BOILERPLATE APPROVED TO FORM: Alex Staub 10/25/2023 Assistant Attorney General</p> </div> <div style="width: 45%;"> <p>FOR THE SUBRECIPIENT:</p> <p>_____ Signature Date Mayor City of Lake Forest Park</p> <p>_____ Signature Date</p> <p>APPROVED AS TO FORM (if applicable):</p> <p>_____ Signature Date</p> </div> </div>					

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Aaron Emmons	Name	Deborah Henderson
Title	IT Manager	Title	Program Coordinator
Email	aemmons@cityofflp.gov	Email	deborah.henderson@mil.wa.gov
Phone	206-368-2898	Phone	253-512-7470
Name	Kevin Lowery	Name	Sierra Wardell
Title	Emergency Manager, Northshore Emergency Management Coalition (NEMCo)	Title	Financial Operations Section Manager
Email	klowery@cityofLFP.gov	Email	sierra.wardell@mil.wa.gov
Phone	206-573-8598	Phone	253-512-7121
Name		Name	Grant Miller
Title		Title	Program Assistant
Email		Email	grant.miller@mil.wa.gov
Phone		Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP, including, but not limited to, all criteria, restrictions, and requirements of “*The Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 State and Local Cybersecurity Grant Program*” (hereafter “the NOFO”) document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22SLCGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to

the 22SLCGP Program, including, but not limited to, all criteria, rest requirements of the NOFO, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a

waiver or extension of a due date in the Timeline will be treated as a request for A the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- ii. All equipment, and supplies as applicable, purchased under this Agreement will be and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- 2) Items with a current per-unit fair-market value in excess of five thousand (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- f. The Subrecipient must pass through equipment and supply management requirements or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award..

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;

- iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
 - e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

B. SLCGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs by December 1, 2023, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually per the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).
4. Subrecipients may retain a maximum of up to five percent of the Grant agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “Debarred Contractor List” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ “Debarred Vendor List” (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “*Disclosure Form to Report Lobbying*,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, shall comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-federal entity must report all suspected violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department’s or the Subrecipient’s responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, shield, and harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and trained without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees. Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or go

delivered to and accepted by the Department prior to the effective date of Agreement term amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22SLCGP Award Letter
EMW-2022-CY-00017**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-CY-00017

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$3,666,530.00. As a condition of this award, you are required to contribute a cost match in the amount of \$407,393.00 of non-Federal funds, or 10 percent of the total approved project costs of \$4,073,923.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 479: Updated Fiscal Year 2022 State and Local Cybersecurity Grant Program Allocation Amounts

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

Agreement Articles

Thu Dec 01 00:00:00 UTC 2022

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

GRANTEE: Washington Military Department
PROGRAM: State and Local Cybersecurity Grant Program
AGREEMENT NUMBER: EMW-2022-CY-00017-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	SLCGP Performance Goal
Article III	Cybersecurity Plan Pending Submission and Approval
Article IV	Committee Membership List Pending Submission or Approval
Article V	DHS Standard Terms and Conditions Generally
Article VI	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article VII	General Acknowledgements and Assurances
Article VIII	Acknowledgement of Federal Funding from DHS
Article IX	Activities Conducted Abroad
Article X	Age Discrimination Act of 1975
Article XI	Americans with Disabilities Act of 1990
Article XII	Best Practices for Collection and Use of Personally Identifiable Information
Article XIII	Civil Rights Act of 1964 - Title VI
Article XIV	Civil Rights Act of 1968
Article XV	Copyright
Article XVI	Debarment and Suspension

Article XVII	Drug-Free Workplace Regulations
Article XVIII	Duplication of Benefits
Article XIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XX	Energy Policy and Conservation Act
Article XXI	False Claims Act and Program Fraud Civil Remedies
Article XXII	Federal Debt Status
Article XXIII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIV	Fly America Act of 1974
Article XXV	Hotel and Motel Fire Safety Act of 1990
Article XXVI	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVII	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVIII	Lobbying Prohibitions
Article XXIX	National Environmental Policy Act
Article XXX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXI	Non-Supplanting Requirement
Article XXXII	Notice of Funding Opportunity Requirements
Article XXXIII	Patents and Intellectual Property Rights
Article XXXIV	Procurement of Recovered Materials
Article XXXV	Rehabilitation Act of 1973
Article XXXVI	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVII	Reporting Subawards and Executive Compensation
Article XXXVIII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXIX	SAFECOM
Article XL	Terrorist Financing
Article XLI	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLII	Universal Identifier and System of Award Management
Article XLIII	USA PATRIOT Act of 2001
Article XLIV	Use of DHS Seal, Logo and Flags
Article XLV	Whistleblower Protection Act
Article XLVI	Environmental Planning and Historic Preservation (EHP) Review
Article XLVII	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVIII	Acceptance of Post Award Changes
Article XLIX	Disposition of Equipment Acquired Under the Federal Award
Article L	Prior Approval for Modification of Approved Budget
Article LI	Indirect Cost Rate

Article I - Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$3,666,530 for the state of Washington. Of this amount, up to \$183,326 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$407,393 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - Cybersecurity Plan Pending Submission and Approval

FEMA has placed a funding hold on \$3,486,554 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds.

To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required for Cybersecurity Plan approval.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article IV - Committee Membership List Pending Submission or Approval

FEMA has placed a funding hold on this award, and the amount of \$3,486,554 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Membership List is submitted and approved.

To release this hold, the recipient is required to submit the Committee Membership List, and receive approval of the Membership List from CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article V - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article VI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article VII - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IX - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article X - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and

ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXVI - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVIII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXIX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLIII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article L - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LI - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$165,066.00
Fringe Benefits	\$62,724.00
Travel	\$10,210.00
Equipment	\$0.00
Supplies	\$946.00
Contractual	\$3,806,028.00
Construction	\$0.00
Indirect Charges	\$28,949.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-CY-00017-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00743N2023T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 12/21/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 12/01/2022 To: 11/30/2026 Budget Period 12/01/2022 11/30/2026			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACC'S CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2023-IF-PA11-P410- -4101-D	\$0.00	\$3,666,530.00	\$3,666,530.00	See Totals
			\$0.00	\$3,666,530.00	\$3,666,530.00	\$407,393.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Thu Dec 22 16:08:53 UTC 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Wed Dec 21 20:58:37 UTC 2022	

WORK PLAN

FY 2022 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Offsite Data Backup Upgrade*

PROJECT DESCRIPTION

This project will include a required recapitalization in the form of a significant update of the hardware at the City's backup repository at our offsite location at Yakima County, as well as an improvement of our system via the update of the offsite firewalls to meet the same standards as our main location. Currently, we are sending our backups to Yakima County, which are stored on older, and now expired hardware. With this updated hardware, and expanded storage, we will have a more robust and dependable backup solution for disaster recovery (DR). Concerning the Firewall at the offsite location, it will be updated to match the same brand/version firewall being used at the main location at City Hall. This would allow more diverse and seamless monitoring in one location/web application as well as improve the overall resiliency and security of our backup repository.

GAP BEING ADDRESSED

The gap that this project would fill is the threat created by outdated equipment at our offsite backup location. Our current hardware for our Hypervisor host is no longer under warranty and does not meet the system requirements that we would need to do a virtual machine (VM) server restoration. Not only would we need to restore the servers, but we would need to possibly run all city services from our backup facility, which takes a great deal of system resources. This program would help resolve these issues and close this technical gap.

IMPACT

This project will continue to add value for the city for years to come. Because of the expanded storage capacity and increased machine system resources, this should be adequate for our daily data repository drops and for standing up VM's in case of cyber-attack, or any disaster recovery scenario. We have also invested in an increase of bandwidth from King County iNet and our connection to Yakima County to help with our data transfers that will only keep increasing now and into the future.

OUTCOME

Upon completion of this project, metrics should be easy to measure by the shortened amount of time it takes to complete our backups and transfer them to our offsite repository. Also, we can measure the impact by the increased speed of restoring our virtual machines for testing purposes or for an actual recovery. This, paired with uploading our backups to a hot cloud repository, for data redundancy and data immutability, should ensure a system focused on the continuity of government.

BUDGET
FY 2022 State and Local Cybersecurity Grant Program

City of Lake Forest Park

AGREEMENT AMOUNT \$27,237

PROJECT #1		SOLUTION AREA						
		PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0	\$0
	Supplies	\$0	\$0		\$0	\$0	\$0	\$0
	Travel/Per Diem	\$0	\$1,200		\$0	\$0	\$0	\$1,200
	Contractor/Consultant	\$0	\$3,500		\$0	\$0	\$0	\$3,500
	Passthrough	\$0	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Equipment			\$22,537				\$22,537
	SUBTOTAL	\$0	\$4,700	\$22,537	\$0	\$0	\$0	\$27,237
Indirect							\$0	
	TOTAL	\$0	\$0	\$22,537	\$0	\$0	\$0	\$27,237

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program

DATE	TASK
December 1, 2022	Grant Agreement start date
NLT December 1, 2023	Complete NCSR
January 5, 2024	Submit Progress Report * time period 12/1/2022 - 12/31/2023
July 15, 2024	Submit Progress Report * time period 1/1/2024 - 6/30/2024
July 31, 2024	Grant Agreement end date
September 14, 2024	Submit Final Reimbursement Request and Closeout Report
October 1st annually	Nationwide Cybersecurity Review (NCSR) opens for input https://www.cisecurity.org/ms-isac/services/ncsr



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date December 14, 2023

Originating Department Municipal Services

Contact Person Matt McLean, City Clerk

Title Resolution 23-1938/Adopting the City of Lake Forest Park City Council Meeting Calendar for 2024

Legislative History

- Introduction and Action December 14, 2023

Attachments:

1. Resolution 23-1938
2. Exhibit A to Resolution 23-1938 – List of 2024 City Council and Committee Meeting Dates

Executive Summary

The City Council calendar for each year is based on the schedule set forth in the Municipal Code:

- Regular Council Meetings – second and fourth Thursday of each month except for the second half of November and December at 7:00 p.m.
- Work Sessions – second Thursday of each month preceding the council's regular business meeting at 6:00 p.m.

This is sufficient, except in those months when a meeting falls on a holiday. To provide sufficient notice for calendaring of meetings, the Administration has prepared a meeting calendar for the upcoming year that plans for conflicts with holidays. This process is in accord with RCW 42.30.070 and RCW 42.30.080.

The Municipal Code does not govern Council Committee of the Whole and Budget and Finance Committee meetings. Still, they are included in the meeting schedule to provide advance notice to the City Council and the public.

Background

To ensure that the Council, Administration, and the public understand when meetings will be held throughout the coming year, the attached meeting schedule confirms and sets dates for Work Sessions, Regular Business meetings, Committee of the Whole meetings, and Budget and Finance Committee meetings. For the upcoming year, one meeting is affected by a holiday. The February 19 Committee of the Whole meeting (Presidents Day). If the Council desires to include a date for the Committee of the Whole meeting, options are February 12 and February 26.

Fiscal & Policy Implications

N/A

Staff Recommendation

Approve Resolution 23-1938, adopting the 2024 City of Lake Forest Park City Council meeting calendar. As this is a routine, annual item, staff requests a waiver of the three-touch rule.

RESOLUTION NO. 23-1938

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, ADOPTING THE
2024 CITY COUNCIL MEETING CALENDAR**

WHEREAS, the Lake Forest Park Municipal Code identifies the second and fourth Thursdays of each month as the meeting days for regularly scheduled City Council meetings at 7:00 p.m. and Works Sessions on the second Thursday of each month preceding the council regular business meeting at 6:00 p.m.; and

WHEREAS, in certain months these days coincide with recognized holidays or observances; and

WHEREAS, in order to provide sufficient notice of special meeting dates resulting from holidays or observances, the City Council finds it appropriate to adopt a yearly meeting calendar and, this year, City Council Budget and Finance Committee meetings are included though not governed by the municipal code;

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

Section 1. ADOPTED. The City Council of the City of Lake Forest Park hereby adopts the City Council meeting calendar for the 2024 calendar year, attached hereto as Exhibit A, and reserves the right to amend and readopt if from time to time.

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 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McMcLean
City Clerk

FILED WITH THE CITY CLERK: December 8, 2023
PASSED BY THE CITY COUNCIL: December 14, 2023
RESOLUTION NO.: 23-1938

2024 Schedule for City Council Meetings

January 11, 2024 Work Session

January 11, 2024 Regular Business Meeting

January 22, 2024 Committee of the Whole

January 25, 2024 Regular Business Meeting

February 8, 2024 Work Session

February 8, 2024 Regular Business Meeting

February 15, 2024 Council Budget and Finance Committee

February 19, 2024 Committee of the Whole - Canceled (President's Day Holiday-City Hall closed)

February 22, 2024 Regular Business Meeting

March 14, 2024 Work Session

March 14, 2024 Regular Business Meeting

March 21, 2024 Council Budget and Finance Committee

March 25, 2024 Committee of the Whole

March 28, 2024 Regular Business Meeting

April 11, 2024 Work Session

April 11, 2024 Regular Business Meeting

April 18, 2024 Council Budget and Finance Committee

April 22, 2024 Committee of the Whole

April 25, 2024 Regular Business Meeting

May 9, 2024 Work Session

May 9, 2024 Regular Business Meeting

May 16, 2024 Council Budget and Finance Committee

May 20, 2024 Committee of the Whole

May 23, 2024 Regular Business Meeting

June 13, 2024 Work Session

June 13, 2024 Regular Business Meeting

June 20, 2024 Council Budget and Finance Committee

June 24, 2024 Committee of the Whole

June 27, 2024 Regular Business Meeting

EXHIBIT A to Resolution 23-1938

Section 7, Item J.

July 11, 2024 Work Session
July 11, 2024 Regular Business Meeting
July 18, 2024 Council Budget and Finance Committee
July 22, 2024 Committee of the Whole
July 25, 2024 Regular Business Meeting

August 8, 2024 Work Session
August 8, 2024 Regular Business Meeting
August 15, 2024 Council Budget and Finance Committee
August 19, 2024 Committee of the Whole
August 22, 2024 Regular Business Meeting

September 12, 2024 Work Session
September 12, 2024 Regular Business Meeting
September 19, 2024 Council Budget and Finance Committee
September 23, 2024 Committee of the Whole
September 26, 2024 Regular Business Meeting

October 10, 2024 Work Session
October 10, 2024 Regular Business Meeting
October 17, 2024 Council Budget and Finance Committee
October 21, 2024 Committee of the Whole
October 24, 2024 Regular Business Meeting

November 14, 2024 Work Session
November 14, 2024 Regular Council Meeting
November 21, 2024 Council Budget and Finance Committee

December 12, 2024 Work Session
December 12, 2024 Regular Business Meeting
December 19, 2024 Council Budget and Finance Committee



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Executive
Contact Person	Deputy Mayor French

Title	Draft Ordinance amending Chapter 2.30 of the Lake Forest Park Municipal Code, Salary Commission, to amend date reference for Salary Commissions first review of salaries and benefits.
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Legislative History

- First Presentation – December 14, 2023
-

Attachments:

1. Draft Ordinance 23-XXXX amending Chapter 2.30 LFPMC
-

Executive Summary

The Lake Forest Park Salary Commission was established by adoption of Ordinance 1246 on July 28, 2022. Section 2.30.030 of the Lake Forest Park Municipal Code (LFPMC) provides duties and processes by which the Salary Commission shall review and determine the salaries and benefits paid by the City to the Mayor and City Council. Because a three member Salary Commission has not yet been appointed or confirmed, the proposed ordinance deletes references to a 2022 start date for the Salary Commission’s work to avoid confusion regarding what year the Salary Commission may next review and determine salaries and benefits.

Fiscal & Policy Implications

None other than the publication of the ordinance.

Staff Recommendation

Review the draft code and provide the Administration with feedback and direction.

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING SECTION 2.30.030 OF CHAPTER 2.30 OF THE LAKE FOREST PARK MUNICIPAL CODE, SALARY COMMISSION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lake Forest Park Salary Commission was established by adoption of Ordinance 1246 on July 28, 2022; and

WHEREAS, section 2.30.030 of the Lake Forest Park Municipal Code (LFPMC) provides duties and processes by which the Salary Commission shall review and determine the salaries and benefits paid by the City to the Mayor and City Council; and

WHEREAS, because a three member Salary Commission has not yet been appointed or confirmed, amending section 2.30.030 LFPMC to delete the 2022 start date for the Salary Commission's work will avoid confusion regarding what year the Salary Commission may next review and determine salaries and benefits; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 2.30.030 LFPMC, Duties – Process as follows:

2.30.030 Duties – Process

A. Every four years, ~~commencing in 2022~~, the salary commission shall review and determine the salaries and benefits paid by the city to the mayor and city council. The salary commission shall convene and determine the salaries and benefits paid to the mayor and the city council within 60 days of confirmation by the city council. The 60-day review and determination time may be extended upon request of the salary commission and approval by the city council.

B. All meetings of the salary commission shall be conducted pursuant to the current edition of Robert's Rules of Order at the time of the convening of the commission. However, with the concurrence of two commissioners such rules may be waived or modified. The meetings shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. The meetings shall be held in the same location as city council regular meetings. The salary commission shall provide an

opportunity for the public to comment on the salaries and benefits of the mayor and city council prior to taking a final vote on salaries and benefits.

C. After determining the salaries and benefits of the mayor and the city council, the salary commission shall file any change in salaries and benefits with the city clerk on or before the second week in September. ~~_; provided, however, in 2022 any changes in salaries and benefits shall be filed with the city clerk within 60 days of the salary commission being confirmed.~~ A salary increase shall be effective on the next payday for city employees. A salary decrease shall be effective for incumbent elected officials at the commencement of their next subsequent term of office.

D. Any increase or decrease in salary shall become effective without further action of the city council and shall be incorporated into the city budget without further action of the city council.

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

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:

Adopted:

Posted:

Published:

Effective:

DRAFT



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Planning
Contact Person	Phillip Hill, City Administrator
	Kim Adams Pratt, City Attorney
Title	ORDINANCE XXXX, AMENDING CHAPTER 18.52 OF THE LAKE FOREST PARK MUNICIPAL CODE, SIGNAGE, TO BRING THE SIGN CODE INTO COMPLIANCE WITH RECENT LEGAL DECISIONS

Legislative History

- First Presentation - December 14, 2023

Attachments:

1. Draft amendments to Chapter 18.52 LFPMC

Executive Summary

The Planning Commission has completed their review and amendments to the sign code, held a public hearing and have forwarded their recommendations to Council. During the public hearing, a Town Center business owner relayed concern that the temporary sign size limitations would be too restrictive for temporary signs, and that flags signs could be interpreted as “animated signs” and therefore prohibited.

Changes include those to definitions, clarification of Illegal signs, exemptions from permitting, new provisions for temporary signs, the addition of exterior signage for businesses located interior to the Town Center, and the addition of signs allowed in Southern Gateway zones.

At the point during council review where no additional substantive changes are anticipated, planning staff will begin the SEPA review and submit the proposed code to the Department of Commerce for their review. Both processes must be completed prior to Council’s adoption of the proposed code.

Background

The Planning Commission’s review of the sign code was done with the limits imposed by Courts in mind. The U.S. Supreme Court in *Reed v. Gilbert*, held that regulating signs based on their content, *in most cases*, is an unconstitutional violation of the First Amendment right to free speech. The U.S. Ninth Circuit Court of Appeals, of which Washington is a part, held that the *Reed* decision only applies to non-commercial signs. Non-commercial signs that regulate the content of a sign will be subject to “strict scrutiny” when determining whether they violate the First Amendment right to free speech.

When regulating signs that are off-premises (not on the premises they convey information about), the U.S. Supreme Court in *City of Austin v. Reagan National Advertising*, held that a city’s regulation of off-premises signs is facially content neutral because the message on the sign is only relevant because it tells the reader about location. Neutral reading of sign for location will pass the Constitutional test.

Fiscal & Policy Implications

Fiscal impacts are minor, related to staff time and the costs of codifying the updated code. By adopting the proposed amendments, the city’s sign code will be in compliance with case law.

Alternatives

Options	Results
•	
•	

Staff Recommendation

Review the draft code forwarded by the Planning Commission and provide staff with feedback and direction.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 18.52 OF THE LAKE FOREST PARK MUNICIPAL CODE, SIGNAGE, TO BRING THE SIGN CODE INTO COMPLIANCE WITH RECENT LEGAL DECISIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park ("City") has enacted sign regulations in order to promote and protect the public health, welfare and safety; to protect and promote property values; to protect and promote an aesthetically pleasing physical appearance of the City; to provide for more open space; to protect and promote an attractive business climate in the City; to provide uniformity of appearance in signage where appropriate; to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents; to reduce visual clutter; and to curb the deterioration of natural beauty and community environment; and

WHEREAS, the U.S. Supreme Court in the 2015 decision *Reed v. Gilbert* held that a local government's sign code that treats various categories of signs differently based on the information they convey violates the First Amendment of the U.S. Constitution; and

WHEREAS, the Court's decision in *Reed* as well as subsequent lower courts' interpretations of the decision have prompted most local governments to review their sign codes and amend content-based regulations in their sign codes; and

WHEREAS, staff and the Planning Commission reviewed the City's existing sign regulations in Chapter 18.52 of the Lake Forest Park Municipal Code (LFPMC) to identify how best to respond to *Reed* and lower court decisions; and

WHEREAS, the Planning Commission received input from the community and held public meetings to consider possible amendments to Chapter 18.52 LFPMC on _____ and _____ of 2022; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance ("DNS") was issued on _____, 2023; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed amendments on _____, and received notice that the Department had granted expedited review on _____; and

WHEREAS, the City Council held public meetings to review amendments to Chapter 18.52 LFPMC on _____, 2023, and _____; and

WHEREAS, the City Council held a public hearing on _____, 2023, regarding the proposed ordinance;

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.020 LFPMC, Definitions, as follows:

18.52.020 Definitions

~~A. "Celebration displays" are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.~~

~~B. "Awning or canopy sign" means a nonelectric sign that is printed on, painted on, or attached to the vertical surface or flap of an awning or canopy.~~

~~C. "Banner" means a sign composed of flexible material, such as fabric, pliable plastic, or other similar nonrigid material, with no enclosing framework or electrical components and that is supported or anchored on two or more edges or at all four corners, or along either one edge or two corners with weights installed that reduce the reaction of the sign to wind.~~

~~D. "Changing message signs" are signs in which a change of message is made by means of moving or digitally changing monochromatic letters, or numbers, or a combinations thereof. Moving or digitally changing the letters or numbers does not make the sign an "animated sign.", such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.~~

~~E. "Copy" means the graphic content of a sign surface, including, but not limited to, graphics, letters, numbers, figures, symbols, and trademarks.~~

F. "Exterior signs" means a wall sign, an awning sign or marquee sign, all of which have copy showing on only one side of the sign.

G. Electronic video signs. Signs that contain electronic video displays similar to or otherwise depicting a television screen.

~~C. "Construction signs" are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.~~

I. "Illuminated sign" means a sign with an artificial light source incorporated internally or externally for illuminating the sign.

J. "Lawn sign" means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchors.

~~E. "Incidental signs" are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:~~

~~F. "Land use notice action signs" are signs notifying the public of proposed site alterations and which are required to be posted.~~

L. "Monument sign" means a freestanding sign having the appearance of a solid base that is 100 percent or greater of the sign face width, made of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete, which are harmonious with the materials of the primary structure on the subject property.

MH. "Off-premises signs" are any permanent sign, such as a billboard, pedestal, pole, monument, or marquee sign which displays a message which is not incidental to the current use of the property on which it is located.

N. "Pedestal sign" means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be of a width equal to or greater than 50 percent of the sign width.

O. "Pole or pylon signs" means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases are less than 50 percent of the sign width.

P. "Temporary signs" means a sign that is not permanently affixed and that is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Temporary signs include, but are not limited to, sandwich board signs, lawn signs, and similar signs.

~~I. “Open house signs” are signs of an A-frame or sandwich-type construction, which may include a real estate company’s name and logo and the words “open house” and having a directional symbol, not exceeding six square feet in size.~~

~~K. “Public right-of-way” means a public highway, whether or not dedicated to public use, primarily for the movement of vehicles, wheelchair, and pedestrian traffic, and land privately owned and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.~~

~~R.L. “Sandwich board signs” are temporary advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed six¹² square feet per side and may not exceed four feet in height. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign.~~ Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

~~M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.~~

~~T.O. “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.~~

~~U.P. “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, designed to announce, declare, demonstrate, display, or otherwise identify, advertise, or attract the attention of the public which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Flags, Painted wall designs, or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports. A memorial plaque or tablet, or cornerstones indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure are not considered signs for the purposes of this chapter.~~

~~U. “Temporary sign” means any sign not permanently affixed or attached to the ground or a structure.~~

V. "Wall sign" means a sign applied with paint or similar substance on the surface of a wall, a sign attached essentially parallel to and extending not more than 12 inches from the wall of a building, or a sign attached to a roof gable of a building.

W. "Window signs" mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.

Q. "Special event signs" are signs advertising the occurrence of a community event such as a parade, festival, or community event. These signs shall be posted on a sign or sign frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.

S. This sign ordinance is hereby amended to read as follows: The city of Lake Forest Park amends section 18.52.030 LFPMP, Illegal signs and removal, as follows:

18.52.030 ~~Prohibited~~Illegal signs and removal.

A. General prohibition. Any sign not expressly provided for in this chapter shall be ~~prohibited~~illegal. All ~~prohibited~~illegal signs must be removed by the person or entity placing them or by the person, business or entity benefited by the ~~prohibited~~illegal sign. Said persons or entities are also subject to enforcement proceedings under LFPMP 18.52.100. However, the city of Lake Forest Park may remove any ~~prohibited~~illegal sign within ~~right-of-way~~, its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of a ~~prohibited~~illegal sign by the city does not relieve the person responsible for paying accrued fines ~~under LFPMP 18.52.100~~therefor.

B. Specific prohibitions. Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the City:

1. Any animated sign as defined in LFPMP 18.52.020.

2. Any electronic video signs as defined in LFPMP 18.52.020.

2. Any signs that emit smoke, visible particles, odors, and/or sound, except that sound from speakers in signs on the premises of a drive-through facility shall be allowed.

3. Any sign that is dangerous or confusing to motorists and pedestrians, including any sign that by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or that otherwise impedes the safe and efficient flow of traffic.

4. No sign may impede free ingress and egress from any sidewalk, pedestrian walkway, door, window, or exit way required by building and fire regulations.

5. Portable signs on wheels (trailer signs) and outdoor electric portable signs.

6. Signs within public property, public easements or structures, including, but not limited to, medians, roundabouts, sidewalks, utility poles and cabinets, street light poles, traffic poles and signals, and street trees, except as allowed pursuant to LFPMC 18.52.080.

7. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of serving as a sign not otherwise allowed by this chapter.

Commented [PH2]: Clarify parked for the purpose of signage at business location?

8. Signs erected, constructed, or structurally altered that are required to have a permit for such action and that were erected, constructed, or altered without obtaining a permit for such action.

9. Off-premises signs.

Section 3. AMEND. The City Council of the City of Lake Forest Park hereby amends section 18.52.040 LFPMC, Exemptions, as follows:

18.52.040 Exemptions from permitting.

A. The following signs and sign related activities are exempt from obtaining a permit pursuant to 18.52.090 LFPMC, except as set forth in LFPMC ~~Error! Hyperlink reference not valid.~~ and except for signs in the right-of-way, exempt from regulation:

1. Changes to the copy of changeable message signs, provided such changes do not change the material or appearance of the sign as originally permitted by the City.

2. The normal repair and maintenance of conforming or legal nonconforming signs.

3. Temporary signs with a sign area no greater than three square feet in area per side and no more than four feet in height that remain on the premises for less than 90 days in a one-year period.

4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMC 18.52.030.

~~A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right-of-way.~~

~~D. Construction signs; provided, that there may not be more than one construction sign on each public right-of-way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.~~

~~E. Land use action notice signs.~~

~~F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays, and point of purchase advertising displays such as vending machines.~~

~~G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.~~

~~H. Poles erected for the purpose of displaying patriotic flags and such flags.~~

~~J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.~~

~~K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director.~~

Section 4. ADDITION. The City Council of the City of Lake Forest Park hereby add section 18.52.045 LFPMC, Temporary signs, as follows:

18.52.045 Temporary sign.

The following provisions apply to all temporary signs displayed within the City, unless otherwise provided in this chapter:

A. Temporary signs must be placed totally within the site/property pursuant to the requirements of this chapter, except when allowed to be placed within the right-of-way under LFPMC 18.52.080.

B. Temporary signs may be made of any durable material; provided, that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or nonrigid construction.

C. Except as otherwise provided for in this chapter, temporary signs are prohibited from being in the following places:

1. on a roof of a building or structure,

2. on fences,

3. any location so as to physically obstruct any door or exit from a building,

4. any location so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.

5. in the sight-distance triangle, or in any other area which may obstruct the vision of motorists to create a safety hazard.

D Temporary signs shall not be directly or indirectly illuminated.

E. Temporary signs driven into the ground shall be clear of tree roots, irrigation lines and other underground structures that could be damaged.

F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or ending date shall be removed within ten (10) calendar days after the ending date.

In all Residential-multifamily and Residential single-family zones, the following sign regulations apply.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Temporary signs are allowed that meet the following criteria:

1. Signs no greater than three square feet in area per side and no more than four feet in height may remain on the premises indefinitely; there may be no more than five such signs on displayed on the premises at one time.

2. Signs larger than allowed in the preceding paragraph, but no greater than six square feet in area per side and not more than four feet in height may remain displayed on the premises for no more than thirty (30) calendar days in any one-year period; and there may be no more than one sign of this size on the premises at any one time.

~~Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.~~

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in the RM and RS zoned properties zone for nonresidential uses:

1. One Exterior wall sign, marquee sign, or awning sign, lighted or unlighted, ~~nonflashing, on the outside wall of~~ the main building, which shall ~~be flat against the wall and~~ have an area of not greater than 40 square feet.
2. One monument, pole, or pedestal, detached sign, lighted or unlighted, ~~nonflashing~~, having an area not greater than 30 square feet per side and a sign height of not more than six feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.
3. One changing message sign that is included within one sign allowed by subsection D.1 or D.2 above.

~~F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard type signs on their property on days of service.~~

~~G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area.~~

Section 6. AMEND. The City Council of the City of Lake Forest Park hereby amends section 18.52.060 LFPMC, Signs permitted in CC and BN zones, as follows:

18.52.060 Signs permitted in CC and BN zones.

In Neighborhood Business (BN) and Corridor Commercial (CC) zones, the following sign regulations apply.

A. In BN zones, ~~two single faced or one double faced wall~~ Exterior signs are, marquee sign, pole sign, or pedestal sign ~~is permitted, not to exceed 40 square feet, attached to the building and not to be placed on a detached structure.~~

B. In the CC zone, for each street or parking lot on which a business fronts, one Exterior a single faced wall sign on the exterior wall, gable or awning fronting e for that business is permitted (Exterior Sign). If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear

frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one monument sign, pole sign or pedestal sign~~freestanding~~, single-faced or one double-faced sign not exceeding 30 square feet in area per side and a sign height not exceeding 20 feet is permitted~~, securely fastened to the ground~~.

D. In both CC and BN zones, one changing message sign is permitted that is included within one sign allowed by subsections A. – C. above.

E. In both CC and BN zones, ~~one temporary sandwich board signs~~ may be placed on the business' property that meet the following criteria: advertising special sale commodities or services and displayed only when the advertised business is open for business.

1. size shall not exceed six square feet in area per side and not more than four feet in height;

2. signs shall remain displayed on the premises for no more than 60 calendar days in a one-year period; and

3. no more than two such sign shall be displayed on the premises at any one time.

F. In both CC and BN zones, signs of any kind in windows viewable from any ~~public~~ right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays~~.

~~G. For automobile service stations, a single freestanding fuel price and fuel brand sign shall not be placed on the premises of the station if the sign is taller than 10 feet, is located within 10 feet of the street, or interferes with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.~~

~~J. Off-promises signs are prohibited.~~

amends section 18.52.070 LFPMP, Signs permitted in TC zones, as follows:

18.52.070 Signs permitted in TC zones.

The ~~planned shopping center in the~~ TC zone is a unique and visible community resource ~~and structure~~. It is the city's desire that signs in the ~~planned shopping center in the~~ TC zone be aesthetically pleasing, architecturally cohesive ~~with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone~~, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, one Exterior a single-faced sign on the exterior wall, gable or awning sign fronting ~~of~~ that business is permitted ("Exterior Sign"). If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. For businesses that do not front either a right-of-way or parking lot, one Exterior sign per such business shall be allowed. If the exterior sign is on an exterior wall, its size must be seventy-five (75) square feet or less. If the exterior sign is on a gable or awning, its size must be less than forty (40) square feet.

CB. Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

DC. Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

ED. Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays~~.

~~FE~~. A ~~planned~~ shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

~~GF~~. Entrances to buildings in the ~~planned shopping center in the~~ TC zone may have ~~a changing message readerboard~~ signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. ~~Such changing message Readerboard~~ signs shall be limited to two per major public entrance.

H. Temporary signs that meet the following criteria are allowed on the premises:

1. a sign does not exceed six square feet in area per side and is not more than four feet in height;

2. signs remain displayed on the premises for no more than 60 days in any one-year period;

3. signs shall only be displayed during the hours the business is open to the general public, but in any event no earlier than dawn and no later than dusk;

4. one temporary sign is allowed per business at each vehicular entrance to the lot on which it is located, or if located in a shopping center, at each vehicular entrance to the shopping center;

5. one temporary sign is allowed per business at each pedestrian entrance adjacent to right-of-way for the lot on which the business is located; or if located in a shopping center, at each pedestrian entrance adjacent to right-of-way for the shopping center;

6. if the number of signs at a vehicular or pedestrian entrance is impeding free movement or causing a safety issue, the City may remove the problematic sign(s) without prior notice to the business owner.

~~Ordinance No. XXXX~~

~~I.H.~~ All signs permitted by this section shall be ~~nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I.~~ Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14 consecutive-day period, whichever is shorter.

~~J. Off-premises signs are prohibited~~

~~K.~~ Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:

~~4.~~ Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.

~~J.L.~~ Streetlight banners may be permitted upon the private light poles within the ~~T~~Ctown center zone. Such streetlight banners ~~may not be used to advertise individual businesses, but may be used year-round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone~~ are subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
 - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
 - b. Identification of the location of the private light poles on which the banners will be placed; and

~~Added and does not have to be submitted and changed. With the proposed forms and the existing forms shall be~~

Section 8. ADDITION. The City Council of the City of Lake Forest Park hereby adds section 18.52.075 LFPMC, Signs in Southern Gateway zones.

18.52.075 Signs in Southern Gateway zones.

- A. Signs in the Southern Gateway – Single-family residential zone are governed by this chapter and specifically LFPMC 18.52.050 for RM and RS zones.
- B. Signs in the Southern Gateway - Corridor zone and Transition zone are governed by this chapter and specifically LFPMC 18.52.070 for the TC zone, as well as the southern gateway – corridor and transition zones design guidelines. In the event of a conflict, the design guidelines shall govern.

Section 9. AMEND. The City Council of the City of Lake Forest Park hereby amends section 18.52.080 LFPMC, Signs in the public right-of-way, as follows:

18.52.080 Signs in the public right-of-way.

~~A. The following signs are permitted in the public right-of-way, except as prohibited in 18.52.030, in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and temporary signs are permitted upon meeting the following conditions:~~

1. signs shall not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;
2. signs shall not be placed on a sidewalk or obstruct pedestrian or wheelchair access to the sidewalk;
3. on right-of-way that only have a shoulder and do not have a sidewalk, signs must be placed so that they do not interfere with pedestrian, wheelchair, bicycle access, or in any other manner that is unsafe for all users;
4. signs shall be placed entirely outside of the sight-distance-triangle of a right-of-way corner, curb-cut, or drive entrance and where no curb exists, the sign must be placed outside the roadway at least five feet from the edge of the roadway;
5. signs shall remain unanchored in any way to trees or to public property including, but not limited to, utility or light poles, utility boxes, street signs, parking meters, fences, or pavement;
6. no more than six (6) signs may be displayed city-wide in the right-of-way for the same event, occasion, or purpose, or by the same entity, at any one time;
7. A sign exempt from permitting by section 18.040 LFPMC because it is no greater than three square feet in area per side and no more than four feet in

height shall be displayed for thirty (30) days or less in any one-year period, unless a permit is obtained.

8. A sign ~~ed~~ allowed by permit may not exceed six (6) square feet in area per side and not more than four (4) feet in height, and shall be displayed for sixty days (60) days or less in any one-year period.

~~B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:~~

- ~~1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.~~

~~C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.~~

~~B.D. Signs are not permitted on other city-owned property or property leased by the city for public purposes such as public parks, trails, open space, or other public space, except those signs placed by the City, which signs shall only display noncommercial copy, without the permission of the city.~~

Section 10. AMEND. The City Council of the City of Lake Forest Park hereby amends section 18.52.090, Permit application and fee.

18.52.090 Permit application and fees.

A. Except as provided in the chapter, no person shall erect, alter, or relocate any sign without first receiving an approved sign permit from the City pursuant to the requirements herein. All applications for issuance of permits required by this chapter shall be made to the planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. ~~The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate.~~

B. The review and approval of sign permits is a ministerial administrative decision pursuant to Chapter 16.26 LFPMP, as amended.

C. Application Form.

1. Owner permission. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.

2. Building Elevation/Site Plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs that show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.

3. Scaled Design Drawing. A colored rendering or scaled drawing, including dimensions of all sign faces, and descriptions of materials to be used, including color samples.

4. Scaled Installation Drawing. A scaled drawing that includes the sign description, proposed materials, size, weight, a manner of construction, and method of attachment, including all hardware necessary for proper sign installation.

5. Lighting. A drawing indicating the location and fixture type of all exterior lighting for the proposed sign. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in this chapter.

6. Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within 180 days of issuance of the permit or the sign permit will expire. No sign may be erected if a sign permit has expired.

Section 11. **AMEND.** The City Council of the City of Lake Forest Park hereby amends section 18.52.100, Violations, as follows:

18.52.100 EnforcementViolations.

A violation of LFPMP 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof, \$25.00 a day or portion thereof, and subject to code enforcement pursuant to Chapter 1.25 LFPMP.

Section 12. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 13. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 14. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date December 14, 2023

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 23-1933/Authorizing the Mayor to Sign the Agreement for 2024-2025 Federal Advocacy Services with the Johnston Group

Legislative History

- First Presentation/Action – December 14, 2023

Attachments:

1. Resolution 23-1933/Authorizing the Mayor to Sign the Agreement for 2024-2025 Federal Legislative Advocacy Services with The Johnston Group
2. Consultant Contract (Exhibit A)

Executive Summary

The City needs the support of the federal government as a funding partner for its future transportation and infrastructure projects. A federal government affairs advocate provides the City with a better opportunity to receive federal support for projects that will benefit Lake Forest Park. The City has worked with a federal government affairs advocate for several years and has been successful in obtaining funding for a variety of projects. The Administration has negotiated a contract with The Johnston Group for federal advocacy services in 2024-2025.

Jake Johnston will serve as the consultant and will be on a retainer of \$3,925/month plus expenses (\$47,100/year), the same amount as during the 2022/2023 contract period. Mr. Johnston brings a wealth of experience. His current client list includes the cities of Mountlake Terrace and Shoreline.

Background

This will be the City's ninth and tenth years contracting with The Johnston Group. The consultant's efforts are focused on the City's legislative agenda including transportation projects. The City has developed a strong relationship with its federal delegation over the past several years. Working with Mr. Johnston in 2024 and 2025 will allow the City to continue to build and strengthen these relationships. The full scope of work is included in the packet. Highlights of the scope of work include:

- Identify funding needs and review capital improvement plans to identify funding eligibility
- Advise the City about which projects ought to be prioritized for federal grants or appropriations
- Review delegation legislative priorities and their impacts – both positive and negative
- Lobby the congressional delegation to support the City’s goals
- Help the City create materials to highlight projects for the delegation
- Draft correspondence from the City to the delegation
- Schedule meetings in Washington, D.C. for City representatives to discuss the City’s agenda with the delegation (up to two meetings)
- Issue monthly reports to the City
- Monitor all federal grant availability announcements

Fiscal & Policy Implications

The adopted budget provides funding for this contract in the Surface Water Utility and Transportation Fund. If the City does not wish to continue the contract at any time it may terminate the contract with 30 days’ notice in accordance with the contract language.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Authorize the Mayor to sign the agreement 	The City will continue working with the Johnston Group for Federal legislative advocacy in 2024/2025
<ul style="list-style-type: none"> • Do not authorize the Mayor to sign the agreement 	The City will not have a Federal legislative advocate

Staff Recommendation

Move to approve Resolution No. 23-1933 to authorize the Mayor to sign the agreement for 2024-2025 federal legislative advocacy services with The Johnston Group.

RESOLUTION NO. 23-1933

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN THE AGREEMENT FOR 2024- 2025
FEDERAL LEGISLATIVE ADVOCACY SERVICES WITH
THE JOHNSTON GROUP**

WHEREAS, the City desires to obtain federal government affairs services to support its legislative priorities; and

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

WHEREAS, the City Council desires to enter into a contract with the Johnston Group for federal government affairs support; and

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

Section 1. AUTHORIZATION . The Lake Forest Park City Council authorizes the Mayor to sign the contract with the Johnston Group for federal government affairs support attached as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1933

Exhibit A – The Johnston Group 2024-2025

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT

Agreement Title: Federal Government Affairs Consultant Contract – 2024 & 2025

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and The Johnston Group, (the "Consultant"), is entered into the last date signed below.

Consultant Business: The Johnston Group

Consultant Address: 2400 NW 80th Street, #191, Seattle, WA 98117

Consultant Phone: 206-240-3133

Consultant Fax:

Contact Name Jake Johnston

Consultant e-mail: jake@johnstongr.com

Federal Employee ID No.: 26-3481324

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

WHEREAS, the City desires to obtain federal government affairs services to support its legislative priorities for 2024 and 2025; and

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

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant.

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

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

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

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

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet

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

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed forty-seven thousand one hundred dollars (\$47,100) per year as shown on Exhibit A, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly based on the portion of the Work completed each month by the Consultant and sub-consultants.

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

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

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

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

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

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least thirty (30) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

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

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of

negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

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

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

The Johnston Group
Attn: Jake Johnston
2400 N.W. 80th St., #191
Seattle, WA 98117
Jake@johnstongr.com

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

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

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the last dated signed below.

	<i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF LAKE FOREST PARK WASHINGTON	The Johnston Group
By: _____ Jeff Johnson, Mayor	By _____ Jake Johnston
Date _____	Its _____ Date: _____
ATTEST:	
Matt McLean, City Clerk Date: _____	

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. SITUATION ASSESSMENT

The City of Lake Forest Park is seeking support to develop and augment its relationship with the federal government to bring critical funding and policy support for the City's goals. The City has identified infrastructure priorities connected to the development of its new Lakefront Park, traffic circles to enhance mobility and safety and the ongoing effort to replace failing fish culverts and seeks federal funding partnerships to bring these projects to completion.

Simultaneously, Congress and the Biden Administration are providing numerous funding opportunities for Lake Forest Park. After making funding available for cities through the American Rescue Plan Act (ARPA), Congress has restored its earmarking authority for its appropriations and authorization bills with strict parameters around the types of projects eligible for support. Finally, Congress and the Biden Administration enacted a bipartisan infrastructure bill and an inflation reduction act that are making historic investments into transportation and infrastructure programs.

This creates a wholly unique opportunity to bring federal funds to city priorities across several policy and project areas.

Our approach will be focused on reviewing the City's Capital Improvement Plan and identified infrastructure priorities and seeing where federal funding opportunities exist. More, we will be selecting a prioritized number of projects that will actively seek federal support via lobbying for directed federal funding through congressional appropriations bills and securing delegation support for federal grants.

Our 2024 federal agenda goals are:

1. Bring Federal Funding to the City of Lake Forest Park for Capital Projects through federal appropriations and federal grant programs.
2. Connect the City leadership with the congressional delegation both in Washington, D.C. and in the City of Lake Forest Park to build strong partnerships in support of the City's goals.
3. Lobby for policy changes and legislation that would positively benefit the City of Lake Forest Park.

II. WASHINGTON'S CONGRESSIONAL DELEGATION

With a variety of leadership roles, seniority in both the House and Senate and bipartisan strength in the House, our delegation is extremely well-positioned to be a partner to the City of Lake Forest Park across any number of funding and policy areas.

Our delegation is well positioned on every committee of jurisdiction over transportation and infrastructure in both the House and Senate and has a powerful three members on the Appropriations Committee, including the Chair of the Senate Appropriations Committee. In addition, the Washington State delegation has a former member of House Republican leadership as well as the Caucus Chairs of the progressives, the conservatives and the moderates in the House Democratic Caucus.

With a variety of leadership roles, seniority in both the House and Senate and bipartisan strength in the House, our delegation is extremely well-positioned to bring funding to Lake Forest Park or solve other problems that arise. The Washington State delegation is poised to be one of the strongest in the country – and this strength can be levied to assist the City with its needs and goals.

- **Senator Patty Murray (WA)**
 - President Pro Tem of the Senate, 3rd in line for the Presidency.
 - Chair of the Senate Appropriations Committee.
 - Member of the Senate Committee on Veterans Affairs.
 - Former Chair of the Transportation Appropriations Subcommittee with jurisdiction over transportation spending.
- **Senator Maria Cantwell (WA)**
 - Chair of the Commerce, Science and Transportation Committee in the Senate.
 - Third most senior Democrat on the Senate Finance Committee.
- **Congresswoman Pramila Jayapal (WA)**
 - Chair of the House Progressive Caucus with 103 members (2023).
 - Member of the House judiciary Committee and the House Education and Labor Committee.
- **Congresswoman Suzan DelBene (WA)**
 - Chair of the New Democratic Coalition in the House (the coalition of moderate Democrats) with 97 members (2023).
 - Chair of the political arm of the House Democratic Caucus.
- **Congressman Rick Larsen (WA)**
 - Ranking Member of the Transportation Committee.
 - Former Member of the House Armed Services Committee with jurisdiction over defense policy, including military installations.
- **Congresswoman Cathy McMorris Rodgers (WA)**
 - Former Member of the House Republican Leadership.
 - Chair of the House Energy and Commerce Committee with jurisdiction over health policy, telecommunications, energy and environment and climate change.
- **Congressman Dan Newhouse (WA)**
 - Co-Chair of the House Rural Caucus.
 - Member of the House Appropriations Committee.
- **Congressman Adam Smith (WA)**
 - Ranking Member of the House Armed Services Committee.
- **Congressman Derek Kilmer (WA)**
 - Member of the House Appropriations Committee.
 - Member of the House Ways and Means Committee with jurisdiction over tax policy and entitlement health programs like Medicare and Medicaid.
- **Congresswoman Marilyn Strickland (WA)**
 - Member of the House Transportation and Infrastructure Committee.
- **Congresswoman Kim Schrier, MD (WA)**
 - Member of the House Energy and Commerce Committee.
- **Congresswoman Marie Gluesenkamp-Perez (WA)**
 - Co-Chair of the House Blue Dog Caucus (Conservative Democrat Caucus).

III. DRAFT 2024 Federal Agenda

A brief summary of anticipated opportunities is included below based on our work together over the past years.

1. Bring Federal Funding to the City of Lake Forest Park for Capital Projects

There are multiple funding opportunities for Lake Forest Park on the short- and long-term basis. A sustained effort is strongly recommended to be successful in these approaches.

1. **Earmarks.** Also known as Congressionally directed spending, these specific project funding opportunities have returned to Congress and are available for Lake Forest Park to pursue. Earmarks have strict project criteria attached to them:
 - Available only to public agencies and certain eligible nonprofits;
 - Requires a non-federal match of at least 25-50% depending on the type of project and the corresponding federal account, and;
 - Must be one-time costs and not operational funding.

The City of Lake Forest Park attempted to win funding via this mechanism in 2023 for the replacement of the L70 and L110 culverts along Lyon Creek. Though our project was recommended for funding by Congresswoman Pramila Jayapal, we were not included for funding in the House appropriations bill. The Congresswoman's office has encouraged us to resubmit the request or replace it with a more pressing priority for the City so we can make another attempt in 2024.

Our work in 2024 will be to resubmit the Culvert Replacement request or another municipal priority for earmark funding.

A successful earmark strategy involves building strong community support for our project and meeting the strict eligibility criteria in place for the opportunity. The formal applications will be due to Congress towards the end of Q1 2024. The Johnston Group will work in collaboration with Lake Forest Park on the development of materials, identification of potential projects for support and will handle all the submittal requirements. Additionally, we'll need to build community support for the request and brief the delegation before the projects are submitted.

The range of earmarks is between \$750,000 and \$5 million with the most competitive projects falling in the \$2.5-3 million range with a 25% match requirement and transportation, infrastructure and energy projects falling in the upper half of the range with a 50% non-federal match requirement.

2. **Consider a Future RAISE Planning Grant for the Town Center Area.** Now that the RAISE grant program appears to be a viable source of infrastructure funding for small and medium sized cities, the City should evaluate if it is a viable federal grant program for the City's infrastructure and transportation needs connected to the broad Town Center area. With the prevalence of non-motorized capacity on the Burke Gillman Trail and the development of Bus Rapid Transit service along SR-522, the appropriate elements are in place for this program to be a potential source of substantial funding for the City. The City expects to be

at 30% engineering for the pedestrian crossing of SR 522 in 2024 and will evaluate if the RAISE grant is a potential fit for 2025 or beyond, depending on Council direction for the project.

3. **Infrastructure Programs funded through the Bipartisan Infrastructure Law (BIF) and the Inflation Reduction Act.** Congress and President Biden enacted the Bipartisan Infrastructure Bill in December 2021 and the Inflation Reduction Act in August 2022. These two bills provide dozens of grant and program funding opportunities for the City of Lake Forest Park. The Johnston Group and the City of Lake Forest Park will evaluate these programs to determine if they are viable funding sources for the City's needs and priorities. There are substantial concerns that national grant programs disadvantage medium sized cities without a specific set aside so that cities of similar size compete on equal ground. We also recognize the limited staff capacity to take on new substantial federal grant applications.

Several proposals in both House and Senate bills have new programs identified for competitive grant funding (see below for a selected list). Influencing how these programs are implemented by the agencies and ensuring they are set up in ways that make Lake Forest Park's projects accessible and competitive will be a top priority. Each of these new programs has gone through at least one full funding cycle so far so we will have experience with the specific criteria to evaluate good fits for Lake Forest Park as well as to make recommendations for program modifications to congress. Some of the recent grant programs include:

- Climate Pollution Reduction Grants
- Environmental and Climate Justice Block Grants
- Neighborhood Access and Equity Grant Program
- Latest and Zero Building Energy Code Adoption
- Safe Streets and Roads for All Program
- Reconnecting Communities Pilot Grant Program
- Culvert Removal, Replacement and Restoration Program
- Broadband Development and Deployment
- Charging and Fueling Infrastructure
- Bridge Investment Program
- Clean Heavy Duty Vehicles
- Carbon Reduction Program
- Local and Regional Project Assistance Grants

4. **Preparing for the next Transportation Authorization Bill.** Following the above section, the next reauthorization of the Transportation bill is less than three years away. Starting the process now to identify policy changes necessary for the City to compete for funding and preparing any earmark requests for the next bill will be a long-term part of this scope of work. Starting to prep the delegation now for a large funding request in the next transportation bill is a key strategic objective of this engagement. Especially with Washington's Member of Congress, Rick Larsen, being the top Democrat on the House Transportation Committee.
5. **Emergency Services.** Cities are a key part of regional disaster mitigation preparedness. The State of Washington gets annual funding from the Department of Homeland Security to

cover costs identified in County-adopted Emergency Management Plans. Lake Forest Park should review the County's workplan to see what is listed and what could be added.

Examples of projects that have received federal funding via this strategy include backup emergency generators, municipally operated emergency operations centers, emergency communication systems and community shelters, etc. The Johnston Group will coordinate with the city's liaison to the regional Emergency Services planning group and help identify projects for funding.

6. **Water Resources Development Act (WRDA).** The Army Corps of Engineers has a relatively new authority from Congress to partner with local governments on projects that fall within the Corps' authorities but are too small for the Corps to act as a project lead. The Johnston Group helped the City of Mountlake Terrace utilize this project for the first time in Washington State. The result was federal funding of more than \$5 million for the city's Ballinger Park project including the re-channelization of a stream and restoration of local ecosystem for threatened species. Last year, the City of Lake Forest Park partnered with the City of Shoreline and secured \$100,000 in initial project scoping from the Army Corps of Engineers to start work on Ballinger Creek. Supporting this work with the anticipation of additional capital dollars being directed to construction will be a key priority for this engagement.

More, the City could consider additional projects within its scope for potential partnerships with the Corps. These projects could include additional culvert replacement projects as well as elements of the new Lakefront Park property.

7. **Grant Support.** Once we analyze the projects and goals of the City of Lake Forest Park, we expect to have a number of potential grant programs for the City to consider. If the City elects to pursue grant programs given its internal capacity, the Johnston Group will work with the city to ensure that the application meets the political and policy goals of the program, assist with the drafting of the narrative components of the application, develop materials for community outreach and support and seek congressional support for any submitted grant.

For each of these funding opportunities, the Johnston Group will manage the workflow, coordinate with the Lake Forest Park team, build support for specific requests and projects and lobby for funding.

2. Delegation Meetings

A key part of our engagement moving forward will be to build on the relationships already in place between the City of Lake Forest Park and its Congressional Delegation. This may include meetings in Washington, D.C. between the city and its delegation as well as other federal agencies and offices. We will also meet locally with district-based congressional staff and elected officials. It is possible that some of these meetings take place via videoconference as well as in person.

The Johnston Group will manage these meetings, set up the schedule, work with the city to develop background materials for the meetings, prepare briefing documents for the city in advance of the

meetings and handle any follow up. We will also prep city officials for the meetings and develop backgrounders and talking points as needed.

These delegation relationships will be key to the success of many of our strategies this year and in the years ahead.

3. Additional Policy Areas

We will refine and develop this section in more detail as we continue to work together but below are the preliminary keystones of the 2024 federal agenda.

1. Lobby for new Transportation and Infrastructure Grant program set asides for Medium Sized Cities.

Most federal infrastructure spending has a rural set aside which is critical for smaller communities to be able to access federal dollars. There is no comparable medium sized city set aside. Instead, medium sized cities compete against large cities like Seattle, Portland and Los Angeles for limited resources. Medium sized cities need a defined pool to compete within so as to make federal funds available in a way that simply aren't in their current status.

The RAISE program is the key federal funding program for local infrastructure investments. Yet, nearly all cities compete within the same funding pool, putting smaller and medium sized cities at a competitive disadvantage for funding even as the challenges are similar to those of larger communities. There are efforts in Congress to create funding tiers so that cities of similar size can compete for federal funds. The City has led efforts to designate a portion of federal transportation spending for cities between 10,000 and 75,000 in population size. In 2020, due to work supported by the City of Lake Forest Park and supported by our congressional delegation, the RAISE grant criteria was changed so that half of all funding in the program went to cities below 200,000 in population size. While we appreciate and support this action, it puts all but three cities in Washington State in the same competitive pool and is not a true medium sized city set aside.

The issue applies beyond the RAISE program. With dozens of new and augmented federal grant programs for cities funded in the Infrastructure and Climate bills, ensuring these funds are accessible to medium sized cities is a top priority.

The City will lobby for a portion of federal infrastructure dollars be set aside for medium sized cities between 10,000 and 75,000 in population size. This policy position is consistent with the work that other Washington State cities have been doing for years and is supported broadly by similar sized cities throughout the state. As for proof as to why this set aside is needed, since the RAISE program, formerly known as the BUILD or TIGER, was created in 2009 through 2021, not a single award was made to a city in Washington State between 10,000 and 75,000 in population size.

After the RAISE program criteria was changed in 2021 so that half of all awards had to go to communities below 200,000 in population size, there was an immediate impact in Washington State. In 2022, two awards went to medium sized cities (Lynnwood and Bothell) and in 2023, the City of Shoreline was awarded \$20 million through the RAISE program.

In 2024, the City will continue to partner with other Northwest cities to increase the set asides in additional transportation programs and climate infrastructure funding opportunities so that Lake Forest Park has competitive access moving forward.

2. **Lobby for CDBG and HOME funding.** Funding in the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) programs increased by 30% in 2018 after falling to a decade low in 2017 and has been holding steady at that rate since then. The City should support the CDBG and HOME program at the federal level and lobby for increased funding that could be put to use in Lake Forest Park via King County's regional authority.
3. **Lobby for Municipal Tax Policy.** Congress has adjusted various tax policies that have a direct impact on the City of Lake Forest Park, including the New Markets Tax Credit, the Affordable Housing Tax Credit and the State and Local Sales Tax Deduction. These policies, in addition to policies that would negatively value municipal bonding authority, remain under debate in Congress and the City should advocate for strong municipal authority and tax credits that facilitate economic development and meet our region's critical housing needs.
4. **Lobby for Environmental and Climate Policies that Impact the Lake Forest Park community.**
 - Culvert Replacement Program

Senator Cantwell and Congressman Kilmer led an effort to create a new Culvert Removal, Replacement and Restoration Grant program in the infrastructure bill enacted in December of 2021. This new program is authorized for \$1 billion over 5 years and creates a new grant program administered by the U.S. Department of Transportation to enable the recovery of salmon passage and habitats. This is the first competitive grant program for culvert replacements that is available to cities and Lake Forest Park is perfectly poised to compete for funds.

- Army Corps of Engineers Section 206 Funding

The City is working with the Army Corps of Engineers on its Ballinger Creek project in partnership with the City of Shoreline and the Corps is using funds from its Section 206 Habitat Conservation program authority. Section 206 funding for the Corps has been able to meet between a third and half of the grants that have been submitted to it and increasing the overall budget for this account allows the Corps to further partner on additional projects that fall within this authority.

The City should support increasing funding for the Corps' Section 206 Authority so that future projects within the Lake Ballinger Forum and the City have access to increased resources.

- Tax Credits for Stormwater Retrofits and New Development

The City has supported a proposal from Congressman Derek Kilmer that would create a tax credit program for stormwater retrofits and new development. If enacted, this program would provide a 50% tax credit for individuals and developers that incorporate stormwater projects

such as rain gardens, bioswales and similar projects. The City should continue to support this proposal moving forward.

5. **Lobby for Continuing Congressional Earmarking Authority.** Since Congress restored earmarking in 2021, communities and non-profit organizations have seen renewed partnerships with the federal government to fund critical community initiatives. With so many changes in House leadership in 2023, there is concern that earmarking may not continue beyond 2024. Keeping this critical federal funding tool in place is a priority for the City of Lake Forest Park.

**City of Lake Forest Park
Proposed 2024 Federal Agenda
Short Summary**

1. Bring Federal Funding to the City of Lake Forest Park for Capital Projects

- Submit an earmark request for key city priorities that could potentially include:
 - Resubmittal of a culvert replacement project
 - Lakefront Park
 - Traffic circles to enhance mobility and safety – the City has an approximately \$2 million funding gap for its SR 104 traffic circle that could be an excellent candidate for earmark funding.
- Evaluate a RAISE Grant for the Town Center Area in 2025 depending on Council direction.
- Explore Infrastructure Programs funded through the Bipartisan Infrastructure Law (BIF) and the Inflation Reduction Act.
- Prepare for the next Transportation Authorization Bill – specific projects requests and policy changes.
- Connect City Emergency Services funding programs to Funding Opportunities.
- Highlight the work in Ballinger Creek in partnership with the City of Shoreline during the next Water Resources Development Act (WRDA).
- Review Grant Opportunities and Support City Applications.

2. Delegation Meetings

A key part of our engagement moving forward will be to build on the relationships already in place between the City of Lake Forest Park and its Congressional Delegation. This may include meetings in Washington, D.C. between the city and its delegation as well as other federal agencies and offices. We will also meet locally with district-based congressional staff and elected officials. It is possible that some of these meetings take place via videoconference as well as in person.

3. Lobby for Policies of Importance to the Lake Forest Park Community

- Lobby for new Transportation and Infrastructure Grant program set asides for Medium Sized Cities.
- Support increased CDBG and HOME funding.
- Advocate for Tax Policies that benefit Lake Forest Park:
 - New Markets Tax Credit
 - Affordable Housing Tax Credit
 - State and Local Sales Tax Deduction
 - Preserving Municipal Bonding Authority
- Lobby for Environmental and Climate Policies that Impact the Lake Forest Park community.
 - Culvert Replacement Program Funding
 - Army Corps of Engineers Section 206 Funding
 - Tax Credits for Stormwater Retrofits and New Development
- Support for Continuing Congressional Earmarking Authority.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Public Works
Contact Person	Andrew Silvia, Senior Project Manager
Title	Resolution 23-1939/Authorizing the Mayor to sign Amendment No. 2 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for Design and Construction Management Services for the SR104 and 40 th Place NE Roundabout Project

Legislative History

- First Presentation – November 9, 2023, Work Session
- Second Presentation/Action – December 14, 2023 – Regular Meeting

Attachments:

1. Resolution 23-1939/Authorizing the Mayor to Sign Amendment No. 2 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for Design and Construction Management Services for the SR104 and 40th Place NE Roundabout Project
 2. Amendment No. 2 to Professional Services Agreement 21-002 with Transportation Solutions, Inc.
-

Executive Summary

The Department of Public Works (“DPW”) recommends amending the professional services agreement with Transportation Solutions, Inc. (“Consultant”) to support additional services necessary to complete the design of the SR104 and 40th Place NE Roundabout project (“Project”). These services are not included in the Consultant’s contract scope of work. Amending the contract scope of work to include these additional services would increase the contract price by \$163,304.00. Funding to support this additional cost is available in the City’s Transportation Capital Fund; however, a capital budget amendment will be necessary, as described in the “Fiscal & Policy Implications” below.

Background

The City retained the Consultant to provide engineering design, permitting, and right-of-way acquisition services supporting the Project in January 2021. The City amended the Consultant's contract in January 2023 to include additional design, permitting, and right-of-way acquisition services, the necessity of which was primarily driven by increases in the project size. As project design advanced in 2023, several new project requirements emerged that have required or will require the Consultant's support to address. A complete list and description of these changes and their associated, proposed changes in the Consultant's contract scope of work are provided in Attachment 2. Generally, these changes include:

- New Code Requirements (31% of additional cost)
Two new ordinances (23-1271 and 23-1272) enacted by Council have modified permitting requirements related to tree removal and installation of retaining walls. The Project scope of work includes both activities and is therefore subject to the new code requirements. Addressing new tree code requirements will require the Consultant to complete a canopy coverage study and canopy replacement plan, update project site plans to reflect additional tree planting, and complete other, ancillary tasks. Addressing new retaining wall code requirements will require the Consultant to complete a noise study, complete the City's permitting process including a neighborhood meeting, update retaining wall design and other site plans to meet code and permitting requirements, and complete other ancillary tasks.
- Seattle City Light (SCL) Utility Relocation Requirements (48% of additional cost)
Where SCL's electric distribution infrastructure are to be installed through or near private property, SCL requires the establishment of easements that preserve their ability to maintain their assets as needed. The final design for relocation of SCL's facilities triggers this requirement, resulting in the addition of several new easements affecting three additional private properties. The Consultant must provide additional right of way acquisition negotiation support to address this new requirement. The Consultant has also provided outsized and reasonably unanticipated design coordination effort to obtain SCL's approval of the utility relocation design.
- Other Utility Relocation Support (21% of additional cost)
At DPW's request, the Consultant has provided additional support to coordinate the planned relocation of several utility facilities during construction, including developing a relocation sequencing plan and working to obtain utility purveyors' acceptance thereof, and supporting DPW's efforts to integrate the relocation of potable water facilities into the scope of the City's project and develop an associated interlocal agreement with the Lake Forest Park Water District. This additional coordination effort is intended to reduce risk of delays that may arise from disparate, uncoordinated utility relocation processes during construction.

DPW staff have reviewed the Consultant's request to amend the Project design contract and have found the proposed fees to be appropriate for the related services and agree that the services are necessary to complete the Project design.

Fiscal & Policy Implications

The approved 2023-2024 capital budget includes \$633,700 for the Project's estimated soft costs including design, right-of-way acquisition support, construction engineering, permitting fees, and other miscellaneous soft costs. The approval of design contract amendment #1 increased this budget to \$997,588. The proposed contract amendment would increase this budget to \$1,160,892. Funding sufficient to support this increased budget is available to transfer from the Transportation Capital Fund (302) balance to this Project's account.

As described in the 2023-2024 capital budget, there is currently a funding deficit to support the Project's total estimated cost. The \$1.2M± deficit cited in the capital budget increased by \$363K± following approval of the first design contract amendment and would increase an additional \$163K± if the

proposed, second design contract amendment is approved. City staff are pursuing numerous external funding opportunities to close this funding gap.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt Resolution 	The City will execute Amendment No. 2 to the PSA AG 21-002 with Transportation Solutions, Inc. and advance the Project by completing the work described in the amendment.
<ul style="list-style-type: none"> • No Action 	The City will not execute Amendment No. 2 to PSA AG 21-002. The Project's future is uncertain in this scenario, given the necessity of completing the proposed additional services for the completion of the Project as currently defined.

Staff Recommendation

Approve Resolution 23-1939 authorizing the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Transportation Solutions, Inc. for the roundabout project.

RESOLUTION NO. 23-1939**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT AG 21-002 WITH TRANSPORTATION SOLUTIONS, INC. FOR THE SR 104 AND 40TH PLACE NE ROUNDABOUT PROJECT.**

WHEREAS, the City has retained Transportation Solutions, Inc. (Consultant) to provide professional engineering design services for the SR 104 and 40th Place NE Roundabout Project; and

WHEREAS, additional professional engineering and other design support services not included in the Consultant's initial contract scope of work are required to complete the Project, including additional civil engineering design, right-of-way acquisition support, arborist and noise consulting support, and permitting support services; and

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

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 2 to the professional services agreement AG 21-002 with Transportation Solutions, Inc. in substantially the form included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

Amendment No. 2 to the
Professional Services Agreement between the
City of Lake Forest Park and Transportation Solutions, Inc.
Dated January 21, 2021

This second Amendment to the Professional Services Agreement between the City of Lake Forest Park and Transportation Solutions, Inc., AG 21-002 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

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

Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ~~eight hundred eighty thousand two hundred sixteen dollars and seventy-five cents (\$880,216.75)~~ **one million, forty-three thousand, five hundred, twenty dollars and seventy-five cents (\$1,043,520.75)** as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

3. Exhibit B of the Agreement is hereby amended to include the attached "Exhibit B – Addendum 2".

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

CITY OF LAKE FOREST PARK

TRANSPORTATION SOLUTIONS, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A - Addendum 2

Scope of Services SR 104/40th PI SE Roundabout Plans, Specifications, and Estimates

INTRODUCTION

A. Project Description

The work included within this supplemental Scope of Services is to provide additional design and consulting services to the City of Lake Forest Park (CITY) for the SR 104/40th PI SE Roundabout project (PROJECT). The additional design and consulting services by Transportation Solutions, Inc. (CONSULTANT) and its SUBCONSULTANTS are associated with the relocation of existing utility facilities and addressing permitting requirements resulting from City ordinances adopted since the execution of previous agreements.

Work within this supplemental Scope of Services includes development of design concepts for required relocations of overhead electrical power lines for Seattle City Light (SCL) on behalf of the CITY to correlate with the layout of the roundabout. Design concepts of relocated overhead facilities (utility lines, utility poles, guy anchors, and associated clearances to relocated overhead lines) are needed for updating exhibits associated with acquiring property rights for the PROJECT. Property rights acquisition exhibits are developed to identify locations for new right-of-way, permanent utility easements, and temporary construction easements. Work also includes coordination with other franchise utility providers of utility facilities including Lumen, Comcast, University of Washington, WSDOT, and PSE gas. Work also includes coordination with the Lake Forest Park Water District (LFPWD) for relocation of their facilities through the intersection area. Coordination of utility facility relocations is necessary for the sequencing and locations of construction activities, and development of contract specifications and temporary traffic control plans.

Work within this supplemental Scope of Services also includes providing design and consulting services associated with updated permitting requirements for revised LFPWC 16.14 Tree Canopy Preservation and Enhancement as detailed in Ordinance No. 23-1271, and for revised LFPWC 12.50 Retaining Walls as detailed in Ordinance No. 23-1272. Work involves providing a canopy coverage study, a canopy replacement plan, a noise analysis, and participation in a public meeting.

Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

The CONSULTANT shall provide additional Project Management and Quality Control services that correspond to the services described in the following sections of this supplemental Scope of Services as required for the completion of the PROJECT.

Task 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT and SUBCONSULTANTS shall work with the CITY to provide design and consulting services associated with updated permitting requirements for revised LFPMC 16.14 Tree Canopy Preservation and Enhancement as detailed in Ordinance No. 23-1271. Work associated with LFPMC 16.14 involves providing a canopy coverage study and a canopy replacement plan.

Detailed scope of services and corresponding budget for the canopy related work prepared by the arborist SUBCONSULTANT is included as an attachment to this scope of services.

The work also involves revised LFPMC 12.50 Retaining Walls as detailed in Ordinance No. 23-1272, which requires a noise study and participation in a public meeting.

Detailed scope of services and corresponding budget for the noise analysis work prepared by the noise SUBCONSULTANT is included as an attachment to this scope of services.

4.3 SEPA

The CONSULTANT and environmental SUBCONSULTANT shall provide assistance to the PROJECT by preparing updates to SEPA documentation as part of additional CITY required environmental documents for permitting. A budget allowance to update the SEPA, Critical Areas Report and other related environmental documentation for the PROJECT is set aside for the environmental SUBCONSULTANT to provide additional services.

4.6 Canopy Replacement

The CONSULTANT and arborist SUBCONSULTANT shall provide assistance to the PROJECT by preparing CITY required canopy replacement plans. Coordination between the CONSULTANTS and the CITY is required for the locations proposed canopy improvements.

4.7 Noise Analysis

The CONSULTANT and noise analysis SUBCONSULTANT shall provide assistance to the PROJECT by preparing a CITY required noise analysis for permitting associated with the proposed walls. Coordination between the CONSULTANTS and the CITY is required for the work.

Task 5.0 RIGHT-OF-WAY ACQUISITION

The CONSULTANT and SUBCONSULTANT shall provide additional Right-of-Way Acquisition services that correspond to the services described in the following sections of this supplemental Scope of Services as required for the completion of the PROJECT.

5.10 Right-of-Way Plan Adjustments

The CONSULTANT shall develop revised right-of-way plans in coordination with SCL and the CITY. The revised right-of-way plans shall be developed in accordance with communications with, and design concepts approved by SCL of relocated overhead facilities (utility lines, utility poles, guy anchors, and associated clearances to relocated overhead lines).

The original scope of services identified that acquisition for permanent right-of-way and temporary construction easements (TCE) for five (5) parcels. Two (2) additional parcels require TCE acquisitions to accommodate the construction of a retaining wall and the connection of a private driveway to the new grade of the roadway. One (1) additional parcel requires the acquisition of a permanent utility easement associated with the relocation of SCL overhead lines. Four (4) of the originally estimated five (5) parcels also require permanent utility easements associated with the relocation of SCL overhead lines. The additional parcels and property rights sought for the PROJECT, including the relocation of SCL overhead lines, require additional effort on behalf of the CONSULTANT and right-of-way SUBCONSULTANT.

A budget allowance proportionate to the increase in parcels and property rights sought for the PROJECT is set aside for the right-of-way SUBCONSULTANT to provide additional services.

Task 6.0 DESIGN (90%)

The 90% Design Submittal requires additional effort, preparation and submittal of design not included in previous agreements. The CONSULTANT and civil SUBCONSULTANT shall prepare additional plans as outlined below, as applicable, and in accordance with the detailed scope of services included as attachments to this scope of services. This additional effort includes:

6.10 Utility Relocation Plans

The CONSULTANT and SUBCONSULTANT shall prepare additional design concept exhibits for, and provide additional design coordination with, the utility companies that have overhead and underground facilities within the project limits in coordination with CITY staff.

Work includes additional and refined development of design concepts for required relocations of overhead electrical power lines for Seattle City Light (SCL) on behalf of the CITY to correlate with the layout of the roundabout. Design concepts of relocated overhead facilities (utility lines, utility poles, guy anchors, and associated clearances to relocated overhead lines) are needed for updating exhibits associated with acquiring property rights for the PROJECT.

Work also includes coordination with other overhead utility providers of utility facilities including Lumen, Comcast, University of Washington, WSDOT. Work also includes coordination with underground utility providers including PSE gas and the Lake Forest Park Water District (LFPWD) for relocation of their facilities through the intersection area.

Coordination of utility facility relocations is necessary for the sequencing and locations of construction activities, development of contract specifications and temporary traffic control plans.

Task 7.0 FINAL DESIGN AND PS&E (100%)

The 100% Design Submittal requires additional effort, preparation and submittal of design not included in the original agreement. This additional effort is related to the same sets of design efforts and coordination as identified in Task 6.0 Design (90%).

**Amendment No. 2
Fee Estimate
SR 104/40TH PL SE ROUNABOUT
Plans, Specifications, and Estimates**

Anticipated Work Tasks	KAH PM \$289.00	MJS Sr. Engr Tech CADD \$179.00	JAB Admin \$167.00	Task Hours	Task Cost
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	48	0	8	56	\$15,208.00
Task 1.1 Project Management	32		2	34	\$9,582.00
Task 1.2 Monthly Progress Reports and Invoices	4		6	10	\$2,158.00
Task 1.3 Progress Meetings	12			12	\$3,468.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	28	14	0	42	\$10,598.00
Task 4.3 SEPA / Permitting Updates	12	4		16	\$4,184.00
Task 4.6 Canopy Replacement Plan Coordination	12	8		20	\$4,900.00
Task 4.7 Noise Analysis Coordination	4	2		6	\$1,514.00
Task 5.0 RIGHT-OF-WAY ACQUISITION	12	8	0	0	\$4,900.00
Task 5.10 Revise Right-of-Way Plans	12	8		20	\$4,900.00
Task 6.0 DESIGN (90%)	26	8	0	34	\$8,946.00
Task 6.10a Utility Relocation Plans (SCL/Dry Utilities)	16	8		24	\$6,056.00
Task 6.10b Utility Relocation Coordination/Specs/Est (LFPWD)	10			10	\$2,890.00
Task 7.0 FINAL DESIGN AND PS&E (100%)	14	4	0	18	\$4,762.00
Task 7.10a Utility Relocation Plans (SCL/Dry Utilities)	8	4		12	\$3,028.00
Task 7.10b Utility Relocation Coordination/Specs/Est (LFPWD)	6			6	\$1,734.00
Totals	128	34	8	150	\$44,414.00
				Hours Total	Labor Total

Direct Expenses

Terra Vista, Civil Subconsultant	\$49,091.00
ESA, Environmental Subconsultant (allowance)	\$8,000.00
DCG/Watershed, Arborist Subconsultant	\$16,465.00
Michael Minor & Associates Subconsultant	\$3,334.00
Subtotal Subconsultants	\$76,890.00

Amendment #1 Design Services Subtotal Total **\$121,304.00**

Amendment #2 Management Reserve Fund	\$0.00
Amendment #2 Subtotal with MRF	\$121,304.00

Right-of-Way Acquisition Services

Abeyta & Associates, Right-of-Way Subconsultant (allowance) \$42,000.00

Amendment #2 Total Not to Exceed **\$163,304.00**

Management Reserve Funds Remaining after Contract Modification #5	\$24,783.00
Management Reserve Funds Remaining after Amendment #2	\$24,783.00

Maximum Amount Payable after Amendment 1 \$880,216.75

New Maximum Amount Payable **\$1,043,520.75**

Amendment No. 2
Fee Estimate
SR 104/40TH PL SE ROUNDBABOUT
Plans, Specifications, and Estimates

Anticipated Work Tasks	TSI Prime	TerraVista NW Civil	ESA Environmental	DCG / Watershed Arborist	Michael Minor & Assoc. Noise	Abeyta & Assoc. Right-of-Way	Combined	Project Design	2023 Tree Ordinance	2023 Wall Ordinance	SCL Relo. Coordination	LFPWD Relo. Coordination
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	\$15,208	\$7,210					\$22,418	\$3,015	\$3,552	\$2,441	\$9,299	\$4,111
TASK 4.0 ENVIRONMENTAL DOCUMENTATION												
Task 4.3 SEPA / Permitting Updates	\$4,184	\$2,929					\$7,113	\$2,860	\$3,860	\$393		
Task 4.6 Canopy Replacement Plan Coordination	\$4,900	\$5,355	\$4,000	\$16,465			\$30,720		\$30,720			
Task 4.7 Noise Analysis Coordination	\$1,514	\$1,465	\$4,000		\$3,334		\$10,313			\$10,313		
Task 5.0 RIGHT-OF-WAY ACQUISITION												
Task 5.10 Revise Right-of-Way Plans	\$4,900	\$1,674				\$42,000	\$48,574	\$3,287			\$45,287	
Task 6.0 DESIGN (90%)												
Task 6.10a Utility Relocation Plans (SCL/Dry Utilities)	\$6,056	\$8,372					\$14,428	\$1,782			\$12,646	
Task 6.10b Utility Relocation Coordination/Specs/Est (LFPWD)	\$2,890	\$6,857					\$9,747					\$9,747
Task 7.0 FINAL DESIGN AND PS&E (100%)												
Task 7.10a Utility Relocation Plans (SCL/Dry Utilities)	\$3,028	\$8,372					\$11,400	\$891			\$10,509	
Task 7.10b Utility Relocation Coordination/Specs/Est (LFPWD)	\$1,734	\$6,857					\$8,591					\$8,591
Totals	\$44,414	\$49,091	\$8,000	\$16,465	\$3,334	\$42,000	\$163,304	\$11,835	\$38,132	\$13,147	\$77,741	\$22,449

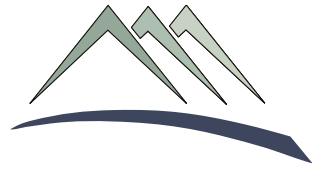


Exhibit A

Scope Description

Dry Utilities Coordination and Design Efforts

During the 90% Design Phase, complexities arose with coordination with the franchise utility purveyors, such as SCL, UW, Lumen, PSE, and so on, regarding the phasing and location of the associated dry utilities. Typically, dry utilities can be relocated by the purveyor ahead of the transportation project, or at least at a convenient time during construction that doesn't disrupt the project. However, it became an evolving level of effort during the roundabout design that the intricacy of the overhead and underground utilities needed a higher level of coordination between the design team, the City, and the utility purveyors to steer their relocation efforts to a positive outcome for the project. If left to their own internal planning efforts without adequate cross coordination of efforts, the project could be significantly delayed during construction as well as unnecessary impacts to the local residents utilizing their services.

TerraVista NW's original scope of services assumed that franchise utility relocations would be provided by the utility purveyors. This assumed a hands off approach by TerraVista NW, whereby we would be provided a utility relocation plan with minimal involvement by TerraVista NW. This also assumes that the purveyors simply work around the proposed roundabout design, however, due the complexity of the amount of utilities onsite, adjustments had to be made to the roundabout design to accommodate some of the utility relocations.

This added coordination helped facilitate a smooth construction process that could potentially avoid unnecessary change orders by the roundabout contractor.

Water District Coordination and Design Efforts

TerraVista NW's original contract assumed that the water and sewer mains would not need to be relocated. This is true for the sewer main, however, the existing water main needs to be relocated due to the placement of the drainage system in the roundabout. The water district has elected to provide the design of the water main relocation to the City to be included in the Contract Documents, in lieu of the design team providing it. For similar reasons as the dry utility coordination, additional effort has been expended by TerraVista NW to participate in meetings and other coordination associated with supporting the water district in relocating the water mains in a location that would not impact the design of the roundabout. The coordination effort became an evolving level of effort without a clear definition of the total amount of time required to coordinate with the water district.

Utility Sequencing Efforts

The design team facilitated ongoing meetings and follow up communication with the utility purveyors to discuss the logistics of relocating their respective utilities, and how this would integrate with the other utility purveyor relocation efforts. Due to the amount of regrading of the site as well as the size of the stormwater system, TerraVista NW needed to provide a supporting role in this effort to assist with development of a sequencing plan that would identify when the roundabout contractor needed to onsite and the windows of time when they shut down and allow each purveyor to access the site to relocate their utilities. Exhibits and other documents have been produced for clarity in the process, some of which will be included in the bid documents as well.

Canopy Replacement Plan Coordination

The City recently adopted a new tree ordinance that preserves tree canopies within the City. The project will remove several trees within the project limits, and the design team will need to provide additional

coordination with the City to evaluate the impacts of the proposed tree removal with regard to the new ordinance as well as review options for tree preservation.

Additional support for permitting

At the time TVNW's original scope was prepared, the full extent of permitting of the project was not outlined by the City. At this time more is known about the permitting and additional support will be needed from TVNW to support the permitting effort.

- Assistance to City staff for preparation of clearing and grading permit
- Assistance to City staff for preparation/update of SEPA checklist (ESA)
- Assistance to City staff for preparation Critical Areas Permit application (ESA)
- Work resulting from the City's new wall ordinance

Additional Right of Way Plan Assistance

Provide assistance with integrating additional Temporary Construction Easement (TCE) and Right of Way (ROW) boundaries into construction documents.

Assumptions

1. Extents of new or replaced impervious surfaces will not change as of the date of this contract amendment, which would require redesign of the drainage system.
2. Project grading will not significantly change as of the date of this contract amendment.
3. Site improvements shall utilize applicable published codes and regulations for reference. Any non-published requirements by the permit agency during permit review, may be considered an additional service and will be discussed at that time.
4. The permit agency will prepare a comprehensive list of comments with the 1st round review. Responding to additional comments received at subsequent reviews may be considered an additional service.
5. Significant changes to the design of the documents prepared by TerraVista NW will not occur after documents are issued by TerraVista NW for the 90% submittal. Minor adjustments will be accommodated.

Exhibit B

Task #	Description	PIC/PM ES \$206	Engineer III RP \$151	Total Hours
Task 1	Project Management and Coordination			
	Project Management	35		35
Task 2	Data Gathering and Engineering			
	Review additional technical information			
Task 3	Preliminary Design			
	Prepare 30% Plans			
	Prepare 30% Technical Specifications			
	Prepare 30% Opinion of Probable Cost			
Task 4	90% Design			
	Dry Utilities Coordination	30	20	50
	Water District Coordination	30	20	50
	Utility Sequencing Efforts	30	3	33
	Canopy Replacement Plan Coordination	13	10	23
	Additional support for permitting	12	8	20
	Add'l ROW Plan Assistance	3	7	10
Task 5	100% Design			
	Dry Utilities Coordination	7	5	12
	Water District Coordination	6	4	10
	Utility Sequencing Efforts	6	1	7
	Canopy Replacement Plan Coordination	2	5	7
	Additional support for permitting	2	2	4
	Subtotal Hours	176	85	261
	Subtotal Fee	\$ 36,256	\$ 12,835	
TOTAL FEE				\$ 49,091

August 30, 2023

Kirk Harris, PE, PMP
Principal
Transportation Solutions
425.375.2329
kirkh@tsinw.com

Re: Proposal for Arborist Services

DCG/Watershed Reference Number: 230120

Dear Kirk:

Thank you for requesting a proposal for arborist services. We would be pleased to assist you with a canopy coverage study and tree replacement plan for your ROW project along SR-104, 40th PI NE, and NE 184th St in the City of Lake Forest Park. Under this proposal, we will conduct the following Scope of Services.

Scope of Services:

Task 1. Canopy Coverage Study

Task	Scope of Work	Staff	Estimated Hours	Cost
1.0	Preliminary review, respond to prime consultant	LFW	2	\$250.00
1.1	Set up file and invoicing software	BT	1	\$115.00
1.2	A canopy coverage study will be conducted using tree inventory canopy radius data to determine the extent of canopy loss from significant trees proposed for removal and provide tree replacement calculations using LFPMC 16.14 – General Tree List for Lake Forest Park 15' to 30' Height.	LFW	18	\$2,250.00
1.3	Create GIS map for tree canopy coverage calculation.	NB	12	\$1,500.00
1.4	Respond to City/prime consultant review, comments, and questions	LFW	4	\$500.00
1.5	Internal review	JKB	2	\$450.00
Total	\$5,065.00			

Deliverables for Task 1:

- One canopy coverage study
- One map depicting calculated canopy coverage from removed trees

Task 2. ROW Planting Site Reconnaissance

Task	Scope of Work	Staff	Estimated Hours	Cost
2.0	Preliminary review, respond to prime consultant	LFW	2	\$250.00
2.1	Identify suitable tree replacement planting sites prioritizing first areas within the proposed project's ROW, followed by off-site replanting areas within other city ROWs. Request and review underground facility locations related to planting locations.	LFW	20	\$2,500.00
2.2	Create GIS map indicating proposed planting sites.	NB	8	\$1,000.00
2.3	Respond to City/prime consultant review, comments, and questions	LFW	4	\$500.00
2.4	Internal review	JKB	2	\$450.00
Total	\$4,700.00			

Deliverables for Task 2:

- One memo detailing proposed replanting site suitability
- One map depicting areas of proposed replanting

Task 3. Canopy Replacement Plan

Task	Scope of Work	Staff	Estimated Hours	Cost
3.0	Preliminary review, respond to prime consultant	LFW	2	\$250.00
3.1	Provide a canopy replacement plan which will document mitigation of significant tree canopy loss, a 3-year maintenance and monitoring plan for replanted trees, and a 3-year maintenance, monitoring and watering plan for at-	LFW	24	\$3,000.00

	risk trees including a replacement plan if an at-risk tree fails.			
3.2	Create GIS map for tree canopy replacement plan	NB	20	\$2,500.00
3.3	Respond to City/prime consultant review, comments, and questions	LFW	4	\$500.00
3.4	Internal review	JKB	2	\$450.00
Total	\$6,700.00			

Deliverables for Task 3:

- One canopy replacement plan
- One map of tree replacement plan

Project Management

Throughout the course of the project, we will coordinate with you and the design team regarding project planning, budget, progress, and timeline. Lars Freeman-Wood will be the project manager and primary point of contact for communication. Kenny Booth will be advising principal. We will provide project invoices on a monthly basis. Based on the project scope, we assume the project duration to be four to six weeks.

Project Assumptions:

1. *If the project alignment changes, any additional analysis required will be completed on a time and materials basis beyond the scope provided above, but only with client approval.*
2. *This proposal does not include critical areas reconnaissance or delineation.*
3. *This proposal does not include preparation of any deliverables other than those specified above (e.g. critical areas report, landscape plans).*
4. *Assessment of geologically hazardous areas is not included in this scope.*
5. *This proposal does not guarantee issuance of permits.*
6. *This proposal does not include permit submittals.*
7. *The assessment represents a snapshot at the time of the field work and may not necessarily remain accurate in the future.*
8. *Any required access permissions will be acquired by others.*

9. *No construction observation and monitoring are included with this proposal, but can be added on a time and materials basis or under an additional proposal.*
10. *This proposal assumes that an AutoCAD file of proposed project extents, existing conditions, and alignment will be provided following contract approval and/or when preliminary drawings become available.*
11. *Unless noted in the scope of services above, all deliverables will be provided in PDF format.*
12. *One day of site visits is included as reconnaissance for suitable replanting sites. If additional site visits are needed, these can be completed on a time and materials basis beyond the scope provided above, but only with client approval.*

Payment:

Our Services will be billed on a time and materials basis, with a not-to-exceed figure of \$15,965.00.

Please call if you have any questions or if we can provide you with any additional information.

Sincerely,



Lars Freeman-Wood
ISA Certified Arborist® WE-8769AU
Qualified Tree Risk Assessor (TRAQ)
ISA Certified Utility Specialist®

Proposal approved by:

Kenny Booth, AICP
Principal



4923 SE 36th Avenue

Portland, Oregon 97202

503.220.0495 ~ fax 866.847.0495

To: Katheryn Seckel, Environmental Planner

From: Michael Minor, Principal, MM&A

Date: April 6, 2023

Subject Scope and Fee for Noise:

SR-104 at 40th Place NE Roundabout Project Noise Analysis Review

Michael Minor & Associates (MM&A) will provide a noise memorandum for the SR-104 at 40th Place NE Roundabout Project. The level of analysis will be determined by reviewing the project to first determine if it meets the level of a Type 1 Project as defined in the current Federal-Aid Policy Guide, Subchapter H, Part 772, *Procedures for Abatement of Highway Traffic Noise and Construction Noise* (FHWA 2010) and the *2011 Traffic Noise Policy and Procedures* (WSDOT 2012).

If the project is not considered Type 1, a noise review of the proposed retaining walls will be performed under the Lake Forest Park Ordinance Number 23-1272, Section 12.50.020 C6. This section requires consideration of retaining wall design to minimize noise reflections. The analysis will not include any noise measurements or predicted noise levels using the FHWA TNM. The analysis will consist of a review of the noise wall design to verify it meets the applicable ordinance on retaining walls.

If the project meets FHWA Type 1 requirements, a complete noise analysis is normally required. However, because this project is not receiving federal funding, a detailed noise study is not required. At the request of the City of Lake Forest Park, a scope and fee for a detailed noise analysis meeting WSDOT standards can be provided.

The project will be reviewed to determine the level of noise analysis typically required under the FHWA and WSDOT policy for federal funded projects. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. For a project to be considered Type 1, the project must meet one or more of the following criteria:

- 1) The construction of a highway on a new location; or,
- 2) The physical alteration of an existing highway where there is either:
 - a. Substantial Horizontal Alteration. A project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition.
 - b. Substantial Vertical Alteration. A project that removes shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source. This is done by either

altering the vertical alignment of the highway or by altering the topography between the highway traffic noise source and the receptor; or

- 3) The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a HOV lane, High-Occupancy Toll (HOT) lane, bus lane, or truck climbing lane; or,
- 4) The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane; or,
- 5) The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange; or,
- 6) Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane; or,
- 7) The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot, or toll plaza.

If a project is determined to be a Type I project under this definition, then the entire project area as defined in the environmental document is a Type I.

The initial review of the project area indicates that the proposed project is not likely meet these criteria on any noise-sensitive properties as defined under FHWA and WSDOT policy. The project will not add any new through lanes and does not appear to change the vertical or horizontal alignment sufficiently to meet Type 1 requirements (half the distance to the travel lanes or expose a previously shielded receiver).

The noise technical memorandum will be submitted in MS Word format for review and comments. After revisions based on the comments are completed, a final memorandum will be produced in PDF electronic format.

Noise Analysis Assumptions:

- > A review of planned and permitted properties will be performed to identify any potential new noise sensitive land uses.
- > CAD files (MicroStation or Civil 3D) will be provided.
- > If it is determined that the project meets the Type 1 requirements, then additional noise analysis may be required that is outside of this scope of services.

Noise Analysis Deliverables:

- > Noise Memorandum (draft and final)

Noise Analysis Time Frame:

- > Typical time to complete the memorandum is typically two week from NTP and receipt of the most current project design.

Type 1 Screening and Retaining Wall Analysis Fee:

The cost estimate for the noise is \$3,334.08.

Details below.

SR-104 at 40th Place NE Roundabout Project Noise Analysis Review

Noise Analysis and Abatement						
Task #	Description	M. Minor Principal	Lead Noise Analyst	Noise/Air Technician	Noise Technician	Labor Cost by Task
		M. Minor	M. Cordasco	B. Bloom	R. Roy	
		\$75.00	\$37.00	\$35.00	\$33.00	
1	Project Introduction/Preparation	1	1	0	0	\$112.00
2	Type 1 noise analysis review	2	12	0	0	\$594.00
3	Review retaining walls	6	2	0	0	\$524.00
4	Meetings	2	0	0	0	\$150.00
5		0	0	0	0	\$0.00
6		0	0	0	0	\$0.00
7		0	0	0	0	\$0.00
8		0	0	0	0	\$0.00
Labor Cost by Personnel		\$825.00	\$555.00	\$0.00	\$0.00	\$1,380.00
Indirect Cost Calculations						
1.116	WSDOT approved Rate from 7/17/2023	920.70	619.38	0.00	0.00	1540.08
Fixed Fee Calculations						
0.3		247.50	166.50	0.00	0.00	414.00
Total Labor Costs						
		1993.20	1340.88	0.00	0.00	3334.08
Direct Expense						
Travel		Per-Diem	Hotel	Miles/Car	Air/Train/Cab	Count #
Depart (use First & Last Day rates)		\$0.00	\$0.00	\$0.00	\$0.00	
Overnight		\$0.00	\$0.00	\$0.00	\$0.00	
Return (use First & Last Day rates)		\$0.00	\$0.00	\$0.00	\$0.00	
Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other						
Item A						\$0.00
Item B						\$0.00
Item C						\$0.00
Direct Expense Total						
						\$0.00
Total not to Exceed Cost Estimate						
						\$3,334.08

**Amendment No. 2
Fee Estimate
SR 104/40TH PL SE ROUNABOUT
Plans, Specifications, and Estimates**

Anticipated Work Tasks	KAH	MJS	JAB	Task Hours	Task Cost
	PM	Sr. Engr Tech CADD	Admin		
	\$289.00	\$179.00	\$167.00		
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	48	0	8	56	\$15,208.00
Task 1.1 Project Management	32		2	34	\$9,582.00
Task 1.2 Monthly Progress Reports and Invoices	4		6	10	\$2,158.00
Task 1.3 Progress Meetings	12			12	\$3,468.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	28	14	0	42	\$10,598.00
Task 4.3 SEPA / Permitting Updates	12	4		16	\$4,184.00
Task 4.6 Canopy Replacement Plan Coordination	12	8		20	\$4,900.00
Task 4.7 Noise Analysis Coordination	4	2		6	\$1,514.00
Task 5.0 RIGHT-OF-WAY ACQUISITION	12	8	0	0	\$4,900.00
Task 5.10 Revise Right-of-Way Plans	12	8		20	\$4,900.00
Task 6.0 DESIGN (90%)	26	8	0	34	\$8,946.00
Task 6.10a Utility Relocation Plans (SCL/Dry Utilities)	16	8		24	\$6,056.00
Task 6.10b Utility Relocation Coordination/Specs/Est (LFPWD)	10			10	\$2,890.00
Task 7.0 FINAL DESIGN AND PS&E (100%)	14	4	0	18	\$4,762.00
Task 7.10a Utility Relocation Plans (SCL/Dry Utilities)	8	4		12	\$3,028.00
Task 7.10b Utility Relocation Coordination/Specs/Est (LFPWD)	6			6	\$1,734.00
Totals	128	34	8	150	\$44,414.00
				Hours Total	Labor Total

Direct Expenses

Terra Vista, Civil Subconsultant	\$49,091.00
ESA, Environmental Subconsultant (allowance)	\$8,000.00
DCG/Watershed, Arborist Subconsultant	\$16,465.00
Michael Minor & Associates Subconsultant	\$3,334.00
Subtotal Subconsultants	\$76,890.00

Amendment #1 Design Services Subtotal Total **\$121,304.00**

Amendment #2 Management Reserve Fund	\$0.00
Amendment #2 Subtotal with MRF	\$121,304.00

Right-of-Way Acquisition Services

Abeyta & Associates, Right-of-Way Subconsultant (allowance)	\$42,000.00
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Amendment #2 Total Not to Exceed **\$163,304.00**

Management Reserve Funds Remaining after Contract Modification #5	\$24,783.00
Management Reserve Funds Remaining after Amendment #2	\$24,783.00

Maximum Amount Payable after Amendment 1 **\$880,216.75**

New Maximum Amount Payable **\$1,043,520.75**

Fiscal & Policy Implications

None other than the publication of the ordinance.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt Ordinance No. 23-1284 	LFPMC will prohibit street racing and establish no racing zones.
<ul style="list-style-type: none"> Do not adopt Ordinance No. 23-1284 	The draft ordinance may be revised based on feedback from the Council.

Staff Recommendation

Adopt Ordinance No. 23-1284 creating a new chapter 9.35 Street Racing.

ORDINANCE NO. 23-1284**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING TITLE 9 OF THE LAKE FOREST PARK MUNICIPAL CODE ("LFPMC") PUBLIC PEACE, MORALS, AND WELFARE, ESTABLISHING A NEW CHAPTER, 9.35 LFPMC STREET RACING.**

WHEREAS, the City of Lake Forest Park is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW 35A.11.020; and

WHEREAS, the City has an interest in maintaining the safety and welfare of its citizens and to ensure City streets are used in a safe manner for their intended purpose; and

WHEREAS, street racing events have increased nationwide and within the Puget Sound area and can result in collisions, sometimes serious injury and fatalities (to both participants, spectators, and innocent bystanders), fights, drug use, or other crimes that can adversely impact the community; and

WHEREAS, in addition to traditional racing, these events include "speed exhibition" activities such as rapid acceleration, squealing of tires, engaging in "donuts," or other performance activities; and

WHEREAS, in addition to prohibiting and penalizing street racing and speed exhibition activities, it is also necessary to prohibit and penalize the organization of, and participation in, such activities, as these activities cause a disturbance to the peace of the community and a threat to public safety; and

WHEREAS, to establish regulations prohibiting and penalizing both street racing and speed exhibitions and the organization and participation of such events, would enable the Lake Forest Park Police to more effectively combat the occurrence of such events; and

WHEREAS, by designating certain streets that are frequented by illegal racers and authorizing the court to impose additional penalties for subsequent violations, it will serve as a further deterrent; and

WHEREAS, on September 25, 2023, November 30, 2023, and December 14, 2023, the City Council held public meetings on the proposed Lake Forest Park Municipal Code amendments; and

WHEREAS, the City Council has determined it is in the interest of public safety and the welfare of motorists and pedestrians using City streets to establish regulations addressing street racing and speed exhibitions within the City;

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

Section 1. AMENDMENT; ESTABLISHING NEW CHAPTER 9.35 STREET RACING. Title 9 of the Lake Forest Park Municipal Code ("LFPMC"), Public Peace, Morals and Welfare, is amended as set forth in Exhibit A to this Ordinance to establish Chapter 9.35 LFPMC, Street Racing.

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

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

DRAFT

EXHIBIT A

Chapter 9.35 - Street Racing

9.35.010 Purpose and Authority.

Street racing threatens the health and safety of the public, interferes with pedestrian and vehicular traffic, creates a public nuisance, interferes with the right of businesses and residents to enjoy the use of their property, and unnecessarily expends law enforcement resources.

This section is adopted to prohibit not only street racing itself but to prohibit spectators at street races. In prohibiting spectators, the act of organizing and participating in illegal street races will be discouraged.

The City has the authority to regulate the use of its streets under its constitutional police powers and state law, including but not limited to RCW 35.22.280.

Chapter 10.04 LFPMC sets forth the City's Traffic Regulations, adopting the State's Model Traffic Ordinance, which applies certain provisions of Chapter 46.61 RCW Rules of the Road throughout the City's jurisdiction.

RCW 46.61.530 provides that no person may race any motor vehicle upon any public highway. Racing occurs when any person or persons willfully compare or contest relative speeds by operation of one or more motor vehicles, whether or not such speed is in excess of the maximum speed prescribed by law. Racing constitutes reckless driving under RCW 46.61.500. Reckless driving is considered a gross misdemeanor, 30-day license suspension.

9.35.020 Definitions.

"Exhibition of speed" means the operation of a motor vehicle to present a display of speed, maneuverability, or power. Exhibition of speed or acceleration includes, but is not limited to, squealing the tires of a motor vehicle while it is stationary or in motion, rapid acceleration, rapid swerving or weaving, drifting, producing smoke from tire slippage, or leaving visible tire acceleration marks on the surface of a paved or unpaved area, that is done intentionally to draw the attention of persons in the vicinity.

"Illegal race event" means an event where street racing occurs using public highways, streets, or rights-of-way in violation of applicable motor vehicle and traffic laws, including RCW 46.61.500 and RCW 46.61.530, or within an off-street parking facility.

"Off-street parking facility" means a public or private off-street parking area open for use by the general public for parking motor vehicles.

"Preparations" means acts done to facilitate the racing event including, but not limited to, arrival of motor vehicles at a predetermined location; impeding the use of a city street by action, word, or physical barrier; the revving of motor vehicle engines or spinning of motor vehicle tires; the gathering of individuals with intent to actively take part in the event or to spectate; or the presence of a person acting as a race starter.

"Spectator" means any person who has actual or constructive knowledge that they are present at an illegal race event with intent to view, observe, watch, record, support, encourage, or witness the event as it progresses, whether on public or private property.

"Street" means land acquired or dedicated for public and private roads and thoroughfares for vehicle use.

"Street Racing" means an exhibition of speed; the action of a person(s) who willfully compare or contest of relative speeds by operation of one or more motor vehicles, whether or not such speed is in excess of the maximum speed prescribed by law, as provided in RCW 46.61.530, as amended, whether the comparison or contest is against another vehicle, clock, or other timing device. Street racing includes a contest or exhibition of speed whether in a parallel or circular direction and may occur both on streets and in off-street parking areas.

9.35.030 Street Racing Prohibited.

- A. No person shall knowingly engage or participate in street racing on a street or within an off-street parking facility within the city.
- B. Violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500 Reckless driving, as amended. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the Court may impound the person's vehicle for up to thirty (30) calendar days.

9.35.040 Spectating of Street Racing Prohibited.

- A. No person shall knowingly spectate at an illegal race event or, where preparations are being made for an illegal race event with the intent to be present at the illegal race event.
- B. For the purpose of this section, a person shall be considered present if within 200 feet of the location of the illegal race event or the location where preparations are being made for the illegal race event, whether on public or private property.
- C. Nothing in this section prohibits law enforcement officers from being spectators in the course of their official duties.
- D. Violations of this section shall be a misdemeanor punishable as provided in LFCMC 1.16.010.

9.35.050 Designation of No Racing Zones.

- A. Certain areas of the city are designated and identified as "No Racing Zones." These zones are frequented by illegal racers and those who attend illegal race events because of their characteristics, such as straight, wide, long, and with low traffic volumes during nighttime hours.
- B. The following described areas are identified and designated as No Racing Zones:
 1. State Route 522 from NE 145th Street to the Lake Forest Park/Kenmore City line
 2. State Route 104 from NE 195th Street to State Route 522
 3. NE 178th Street from 25th Avenue NE to State Route 104
 4. NE Perkins Way/NE 180th Street from 23rd Avenue NE to NE 178 Street
- C. No Racing Zones shall include the full width of streets and adjoining property areas, including sidewalks, planting strips, and parking areas if those areas are being use for racing or race attendance, regardless of whether such property is a public place or is private property.
- D. No Racing Zones shall be designated by the placement of clear and conspicuous signs at all street/highway entrances to the "No Racing Zone." At a minimum, these signs shall advise that the area is a "No Racing Zone"; that race

attendance is prohibited; and violators are subject to Chapter 9.35 LFPMC

DRAFT



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Executive
Contact Person	Councilmember Bodi Phillip Hill, City Administrator Kim Adams Pratt, City Attorney
Title	Ordinance 23-1285/Adding Chapter 10.24, Residential Parking Zones, to the Lake Forest Park Municipal Code

Legislative History

- First Presentation – August 22, 2022 Committee of the Whole Meeting
- Second Presentation - November 30, 2023, City Council Special Meeting
- Third Presentation – December 14, 2023, City Council Regular Meeting

Attachments:

1. Draft amendments creating Chapter 10.24 LFPMC

Executive Summary

The attached draft ordinance incorporates changes discussed at the November 30, 2023, City Council special meeting.

With the future development of the Stride ST3 Bus Rapid Transit project and the new lake front park, parking on city streets in adjacent neighborhoods by the public accessing those uses, may have negative impacts to surrounding neighborhoods. The attached draft ordinance would create a process for neighborhoods to apply to create a Residential Parking Zone.

Background

The proposed Bus Rapid Transit project does not include parking structures for transit riders. Depending on how this service is accessed by riders when service begins, parking in the surrounding residential neighborhoods may necessitate the need for restricted parking.

Although early in the planning process, limited parking located on site for the future lake front park is anticipated. Limiting parking in the surrounding neighborhoods for this use may also be necessary.

Fiscal & Policy Implications

Future costs associated with implementing, running, and enforcing implementation of Residential Parking Zones will need to be determined and budgeted in future biennial budgets.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt Ordinance 23-1285 creating chapter 10.24 LFPMC providing for establishment of residential parking zones. 	The administration will begin creating the necessary processes and fee structure to implement the program.
<ul style="list-style-type: none"> • Do not Adopt Ordinance 23-1285 creating chapter 10.24 LFPMC providing for establishment of residential parking zones. 	The administration will research and provide any requested information for further consideration at a future council meeting.

Staff Recommendation

Adopt Ordinance 23-1285 creating chapter 10.24 LFPMC providing for establishment of residential parking zones.

ORDINANCE NO. 23-1285

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADDING CHAPTER 10.24 TO THE LAKE FOREST PARK MUNICIPAL CODE ("LFPMC"), RESIDENTIAL PARKING ZONES; AMENDING CORRESPONDING SECTION 16.26.030 FOR MINISTERIAL DECISIONS; AMENDING CORRESPONDING SECTION 18.08.300, DWELLING UNIT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW 35A.11.020; and

WHEREAS, the City has an interest in mitigating adverse impacts on residential areas of the city that have limited on-street parking available for residents; and

WHEREAS, the City Council held public meetings regarding residential parking zones on August 22, 2022, November 30, 2023, and December 14, 2023; and

WHEREAS, the City Council has determined it is in the interest of public safety and the welfare to establish regulations for residential parking zones when application is made by residents and all criteria are met including support from 70% of the proposed zone; and

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

Section 1. ESTABLISHING NEW CHAPTER 10.24 RESIDENTIAL PARKING ZONES. Title 10 of the Lake Forest Park Municipal Code ("LFPMC"), VEHICLES AND TRAFFIC, is amended as set forth in Exhibit A to this Ordinance to establish Chapter 10.24 LFPMC, Residential Parking Zones.

Section 2. AMEND. Section 16.26.030 of the LFPMC, Classification of decisions, shall be amended to provide as follows:

16.26.030 Classification of decisions.

...

E. Ministerial Administrative Decisions.

1. Final decisions of the city for which notice will be given by posting the property as provided in this chapter and by posting notice at City Hall:

a. Building permits for new construction of either multifamily residential or commercial structures;

b. Land clearing, grading, excavating, and tree-cutting permits; and

2. Final decisions of the city which are not subject to the notice provisions of this chapter:

a. All other building permits and minor sensitive area, land clearing, grading, excavating and tree-cutting permits;

b. Boundary line adjustment;

c. Final plats;

d. Temporary use permits;

e. Home occupation permits; ~~and~~

f. Right-of-way permits; and

g. Residential Parking Zone creation or revision

3. Interpretations of LFPMC Titles 15, 16, 17, and 18, which are neither final decisions of the city nor subject to the notice provisions of this chapter.

Section 3. AMEND. Section 18.08.300 of the LFPMC, Dwelling unit, shall be amended to provide as follows:

18.08.300 Dwelling unit.

“Dwelling unit” means a single unit providing complete, independent living facilities for one or more persons, ~~not to exceed one family~~, and which includes permanent provisions for living, sleeping, eating, cooking and sanitation.

Section 4. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise

invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

EXHIBIT A

Chapter 10.24 - Residential Parking Zones

10.24.010 Purpose.

This chapter is adopted to mitigate in part adverse impacts on defined residential areas of the city which have limited on-street parking available for residents, due to the high demand for parking created by transit stops, park usage, and similar uses that place high demand on parking.

10.24.020 Applications and criteria for establishment or revision of Residential Parking Zones (RPZ) and boundaries.

The following requirements apply to applications for establishment or revision of residential parking zones (RPZ) and boundaries:

A. An application for creation or amendment to a RPZ shall be processed pursuant to the requirements in chapter 16.26 LFPMC for a Ministerial administrative decision. Applications must be made in writing to the Community Development Department, including an explanation of the rationale, need, and proposed provisions (times, days, etc.) for an RPZ; and including a description and depiction of the geographic area of the proposed RPZ.

B. The applicant shall satisfy the following criteria necessary for the creation or revision of an RPZ:

1. A RPZ or revision is needed because of limited on-street parking available for residents due to the high demand for parking in the proposed RPZ;

2. A RPZ or revision to RPZ shall be a minimum one-block segments on one side of roadway.

3. RPZ boundaries must be contiguous, and no revision shall create pockets of non-RPZ parking areas within the boundaries of the overall RPZ zones;

4. There is support for the application from at least 70 percent of the lots within the proposed RPZ. Written support shall be in the form of either a signed letter or petition.

E. The Community Development Director shall review the application and determine whether the materials satisfy the criteria for creation or revision of an RPZ.

10.24.030 Residential Parking Zones authorized.

The approval of an application to create or modify a RPZ, may be conditioned on the following, and such other conditions that the Director deems appropriate to mitigate impacts:

- A. Parking on the street block(s) is reserved for the exclusive use by the owners of abutting properties and/or residents in a prescribed vicinity; vehicles used by their visitors; and service vehicles having business in the street or with the residents; and/or
- B. Parking on the street is reserved during certain posted hours and/or days for such exclusive use and available at all other times and/or days without additional restriction; and/or
- C. Time limits are established for parking on the street which apply to all vehicles except vehicles owned by or used by such residents, their visitors or service vehicles of persons having business on the street or with the residents.

10.24.040 Residential Parking Zones signage and temporary suspension.

All RPZ authorized under this chapter shall be appropriately signed or marked as instructed by the City. The City may, upon notice to affected residents, temporarily suspend the parking limitations imposed by this chapter for public events, such as concerts, fairs, and fireworks displays.

10.24.050 Parking Permits required in Residential Parking Zones.

A permit or visitors' permit must be displayed on the dashboard or hanging from the rearview mirror on all vehicles parked within an RPZ and at the times identified by the RPZ approved under this chapter.

No person shall park a vehicle in violation of the posted or marked restrictions or when a permit or other authorization issued by the city is required as a condition for parking.

10.24.060 Residential parking permits defined.

When properly issued and displayed, a residential parking permit ("RPZ permit") shall exempt a vehicle, while parked on a street or alley within a specific RPZ for which the permit was issued, from citation for parking longer than the posted time limit for that particular zone. The permit does not guarantee a parking space, nor does it exempt the vehicle or operator from observing zones where parking is prohibited at all times, including but not limited to no parking zones, load zones, and fire zones.

10.24.070 Eligibility for residential parking permits.

A. Permits may be issued only to persons who reside within a RPZ; provided that, one permit may be issued to the occupants of any residential property located outside of and directly contiguous to a RPZ.

B. For purposes of this chapter, in order to qualify as a residence, a dwelling unit as defined in LFP MC 18.08.300 must be legally approved. Additionally, residence location shall be determined by the street address of the structure in which the applicant resides as determined by the U.S. Postal Service, or such other street upon which the residence fronts and for which the applicant can present adequate evidence that the proposed alternative frontage adequately reflects the actual orientation and location of the structure in which the applicant resides.

C. Proof of residence shall be established by:

1. A valid driver's license reflecting a current address within the area for which the RPZ permit is issued; and
2. A deed, lease, rental agreement, utility account or other official document showing residency.

10.24.080 Applications for permits.

A. The Community Development Department is authorized to issue permits to qualified residents which shall be valid for a period of up to one year. The Department shall provide online application forms for this purpose and charge the fees established by the City then current fee resolution.

B. Application Form. Application forms shall include:

1. The name, address, telephone number and vehicle license number(s) of the applicant;
2. The license plate and state, make, model, color and year of the vehicle or vehicles for which the permit is sought;
3. The number of resident and temporary visitor permits requested; as well as a certification that the resident and visitor permits requested are for limited time personal, visitor, and service vehicle use only and will not be sold or transferred.
4. A statement immediately above where the applicant is to sign, certifying that the applicant has reviewed this chapter, is familiar with its requirements, and certifies that they will at all times comply with these requirements. All applications shall be signed by the applicant and certified as true and correct under penalty of law.

C. No more than two RPZ permits shall be issued to any one dwelling unit; provided, however, the Department may issue additional permits per dwelling unit if an applicant demonstrates they occupy a dwelling unit, there are more than three motor vehicles owned or controlled by the occupants of that dwelling unit, and there is insufficient off-street parking available to accommodate the additional vehicle or vehicles.

D. The issued permit(s) shall contain the following information: the residential parking zone for which the permit is issued; a number corresponding to the applicant information on file with the City, and the expiration date of the permit.

10.24.090 Use and validity of permits.

A. Display. Permits shall be displayed visibly in the windshield or on the dashboard where they can be readily observed.

B. Validity. Permits shall be valid only in the zone designated, and only for so long as the permit holder retains the vehicle and resides at the address specified in his or her application. Permits are nontransferable.

C. Expiration. All RPZ permits issued by the Department shall be valid for the same one-year period, which shall be set by the Department.

10.24.100 Temporary visitors' permits.

A. The Community Development Department is authorized to issue temporary visitors' permits which shall be valid for a period of up to one year, for *bona fide* transient use for visitors to the residence. Two temporary visitors' permits shall be issued upon request for each residential address. It shall be the responsibility of the resident to control the use of the permit. The following are prohibited:

- (1) Parking in excess of seven days within any thirty-day period; or
- (2) Use of visitor permits by residents for the residents' vehicles.

B. Visitors' permits may be temporarily lent or borrowed between residents within the same RPZ.

C. Temporary visitor permits shall be issued in conjunction with the issuance or renewal of a RPZ permit to those individuals entitled to a RPZ permit.

10.24.110 Service vehicles, childcare pickup, and disabled parking exemptions.

A. Service vehicles (including yard, housecleaning, and utility services) parked in a RPZ are not required to display a RPZ permit while making service calls to

residential dwellings within the zone and are exempt from posted time limits. Such service vehicles shall display a sign or other means to indicate the vehicle is a service vehicle.

B. Vehicles being used for childcare pick-ups and drop-off are not required to display a RPZ permit while picking up or dropping off children, but shall display a sign or other means to indicate it is a childcare pick-up vehicle.

C. The Director shall make available online a standard form for print out and posting for A and B above (although this specific form is not required).

D. The parking restrictions established for a RPZ shall not limit the parking of vehicles displaying a card or decal issued pursuant to RCW 46.19.030, relating to disabled persons' parking privileges.

10.24.120 Penalties.

The basic penalty for parking in violation of this chapter shall be a \$75.00 fine per day of violation; provided, however, upon a second violation in any 12-month period the penalty shall be \$125.00 per day. Upon a third or succeeding violation in any 12-month period the penalty shall be \$150.00 per day. Warning citations shall be issued for such violations during the first 15 calendar days after the creation of a RPZ zone or change in enforcement hours of an existing residential parking zone. For the purpose of determining increased penalties under this section, the notices of infraction shall have been issued on the same vehicle under the same ownership during the 12-month period. An additional monetary penalty of \$50.00 shall be imposed for failure to respond to a notice of traffic infraction relating to parking.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director
Title	Ordinance No. 23-1286/Amending Chapter 5.05 of LFPMC, Business Taxes, Licenses and Regulations, by Amending Section 5.05.100

Legislative History

- First Presentation Regular City Council Meeting 12/14/23
- Action Regular City Council Meeting 12/14/23

Attachments:

1. Ordinance No. 23-1286 Amending Chapter 5.05 of LFPMC Business Taxes, Licenses and Regulations, by Amending section 5.05.100
2. Engrossed Second Substitute Senate Bill 5199

Executive Summary

The proposed change to Lake Forest Park's Municipal Code is due to a technical change to Senate Bill 5199's changes to RCW 35.102.150, which was passed in the 2023 legislative session. The proposed changes provide tax relief for newspaper publishers and provide that printing and publishing income shall be allocated to the city where the business is directed or managed.

Background

This revision to RCW 35.102.150 defines the sourcing of gross income arising from the activities of printing, and publishing newspapers, periodicals, or magazines. The changes, effective January 1, 2024, modify only the definition of printing, and of publishing newspapers and periodicals or newspapers in accordance with ESS2B 5199 that was passed during the 2023 legislative session. This section does not constitute an adoption of the State of Washington business and occupation tax exemption for gross income arising from the activities of printing, and of publishing newspapers, or the tax rate that applies to the activities of printing and of publishing periodicals or magazines.

Fiscal & Policy Implications

There is not any fiscal impact expected for the City of Lake Forest Park.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt proposed updated model ordinance language 	Stay in compliance with the revised update to the model Business and Tax Ordinance
<ul style="list-style-type: none"> • Do not adopt proposed updated model ordinance language 	Are not in compliance with the current updated language that needs to be adopted on or before December 31, 2023.

Staff Recommendation

Staff is recommending to adopting ordinance 23-1286 Amending Chapter 5.05 of the LFPMC, Business Taxes, Licenses and Regulations, by Amending section 5.05.100.

ORDINANCE NO. 23-1286

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 5.05 OF THE LAKE FOREST PARK MUNICIPAL CODE, BUSINESS TAXES, LICENSES AND REGULATIONS, BY AMENDING SECTION 5.05.100; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Lake Forest Park ("City") imposes a business and occupation tax under Title 5 of the Lake Forest Park Municipal Code; and

WHEREAS, the Council adopted Ordinance 1204 adding Chapter 5.05, Business and Occupation Tax to the Lake Forest Park Municipal Code; and

WHEREAS, RCW 35.102.150 has been amended and requires an amendment to Section 5.05.100 of the LFPMC.

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

Section 1. AMENDMENT TO SECTION 5.05.100. The City Council of the City of Lake Forest Park hereby amends LFPMC 5.05.100, Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction, to read as follows:

5.05.100 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.

Notwithstanding RCW 35.102.150, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section until December 31, 2023, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW 82.04.280(1) by the Department of Revenue. Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers and periodicals or magazines are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply.

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

Section 4. SEVERABILITY. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. EFFECTIVE DATE. This ordinance shall take effect five days after publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5199

Chapter 286, Laws of 2023

68th Legislature
2023 Regular Session

NEWSPAPER AND DIGITAL CONTENT PUBLISHERS—BUSINESS AND OCCUPATION TAX
PREFERENCE

EFFECTIVE DATE: January 1, 2024

Passed by the Senate March 31, 2023
Yeas 47 Nays 1

DENNY HECK

President of the Senate

Passed by the House April 17, 2023
Yeas 89 Nays 7

LAURIE JINKINS

**Speaker of the House of
Representatives**

Approved May 4, 2023 3:10 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE SENATE BILL 5199** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

Secretary

FILED

May 5, 2023

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5199

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Senate Ways & Means (originally sponsored by Senators Mullet, Conway, Dozier, Holy, Keiser, Lovelett, Nguyen, Shewmake, and Valdez; by request of Attorney General)

READ FIRST TIME 02/21/23.

1 AN ACT Relating to tax relief for newspaper publishers; amending
2 RCW 82.04.260, 35.102.150, 82.04.460, and 82.08.806; adding a new
3 section to chapter 82.04 RCW; creating new sections; providing an
4 effective date; and providing an expiration date.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** The legislature finds that Washington
7 state's local newspapers and online digital news publishers are
8 important providers of journalism in their communities. Across the
9 state and the country, local newspapers are vanishing at an alarming
10 rate.

11 Since the advent of the internet, Washington state newspapers,
12 large and small, have experienced severe financial losses that caused
13 layoffs and reduced journalistic capacity. Between 2005 and 2020,
14 Washington state newspapers lost 67 percent of their newsroom
15 employees. Many print media organizations operate at a deficit due to
16 disruption of traditional revenue streams and even the surviving
17 legacy news organizations are cutting staff and circulation.
18 Washington state has lost more than two dozen weeklies and three
19 dailies since 2004. The decline of these journalistic institutions
20 represents a threat to democracy, government accountability, and
21 civic engagement.

1 A Portland State University study found that the loss
2 journalism is correlated to a decline in civic engagement, both
3 nationally and in Washington state, which includes contacting a
4 public office to express an opinion, participating in school groups,
5 community associations, or civic organizations, and serving on a
6 committee of any group or organization.

7 The legislature finds that local journalism can help keep watch
8 over health trends in the community by identifying and preventing
9 disease. The legislature finds that rural and underserved communities
10 are the hardest hit in the area of public health when newspapers
11 decline.

12 The legislature finds that local journalism helps combat
13 government corruption and holds powerful institutions accountable.

14 Newspapers in Washington state have lobbied and editorialized for
15 open public records, and fought attempts to rein in frivolous
16 requests, costing local and state governments millions of dollars
17 each year.

18 Without legislative action, the current business and occupation
19 tax preference for newspaper publishers will expire on July 1, 2024.

20 NEW SECTION. **Sec. 2.** A new section is added to chapter 82.04
21 RCW to read as follows:

22 (1) This chapter does not apply to amounts received by any person
23 for engaging in any of the following activities:

24 (a) Printing a newspaper, publishing a newspaper, or both; or

25 (b) Publishing eligible digital content by a person who reported
26 under the printing and publishing tax classification for the
27 reporting period that covers January 1, 2008, for engaging in
28 printing and/or publishing a newspaper, as defined on January 1,
29 2008.

30 (2) The exemption under this section must be reduced by an amount
31 equal to the value of any expenditure made by the person during the
32 tax reporting period. For purposes of this subsection, "expenditure"
33 has the meaning provided in RCW 42.17A.005.

34 (3) If a person who is primarily engaged in printing a newspaper,
35 publishing a newspaper, or publishing eligible digital content, or
36 any combination of these activities, charges a single, nonvariable
37 amount to advertise in, subscribe to, or access content in both a
38 publication identified in subsection (1) of this section and another
39 type of publication, the entire amount is exempt under this section.

(4) For purposes of this section, "eligible digital means a publication that:

(a) Is published at regularly stated intervals of at least once per month;

(b) Features written content, the largest category of which, as determined by word count, contains material that identifies the author or the original source of the material; and

(c) Is made available to readers exclusively in an electronic format.

(5) The exemption under this section applies only to persons primarily engaged in printing a newspaper, publishing a newspaper, or publishing eligible digital content, or any combination of these activities, unless these business activities were previously engaged in by an affiliated person and were not the affiliated person's primary business activity.

(6) For purposes of this section, the following definitions apply:

(a) "Affiliated" has the same meaning as provided in RCW 82.04.299.

(b) "Primarily" means, with respect to a business activity or combination of business activities of a taxpayer, more the 50 percent of the taxpayer's gross worldwide income from all business activities, whether subject to tax under this chapter or not, comes from such activity or activities.

Sec. 3. RCW 82.04.260 and 2022 c 16 s 140 are each amended to read as follows:

(1) Upon every person engaging within this state in the business of manufacturing:

(a) Wheat into flour, barley into pearl barley, soybeans into soybean oil, canola into canola oil, canola meal, or canola by-products, or sunflower seeds into sunflower oil; as to such persons the amount of tax with respect to such business is equal to the value of the flour, pearl barley, oil, canola meal, or canola by-product manufactured, multiplied by the rate of 0.138 percent;

(b) Beginning July 1, 2025, seafood products that remain in a raw, raw frozen, or raw salted state at the completion of the manufacturing by that person; or selling manufactured seafood products that remain in a raw, raw frozen, or raw salted state at the completion of the manufacturing, to purchasers who transport in the

1 ordinary course of business the goods out of this state; as
2 persons the amount of tax with respect to such business is equal to
3 the value of the products manufactured or the gross proceeds derived
4 from such sales, multiplied by the rate of 0.138 percent. Sellers
5 must keep and preserve records for the period required by RCW
6 82.32.070 establishing that the goods were transported by the
7 purchaser in the ordinary course of business out of this state;

8 (c)(i) Except as provided otherwise in (c)(iii) of this
9 subsection, from July 1, 2025, until January 1, 2036, dairy products;
10 or selling dairy products that the person has manufactured to
11 purchasers who either transport in the ordinary course of business
12 the goods out of state or purchasers who use such dairy products as
13 an ingredient or component in the manufacturing of a dairy product;
14 as to such persons the tax imposed is equal to the value of the
15 products manufactured or the gross proceeds derived from such sales
16 multiplied by the rate of 0.138 percent. Sellers must keep and
17 preserve records for the period required by RCW 82.32.070
18 establishing that the goods were transported by the purchaser in the
19 ordinary course of business out of this state or sold to a
20 manufacturer for use as an ingredient or component in the
21 manufacturing of a dairy product.

22 (ii) For the purposes of this subsection (1)(c), "dairy products"
23 means:

24 (A) Products, not including any cannabis-infused product, that as
25 of September 20, 2001, are identified in 21 C.F.R., chapter 1, parts
26 131, 133, and 135, including by-products from the manufacturing of
27 the dairy products, such as whey and casein; and

28 (B) Products comprised of not less than seventy percent dairy
29 products that qualify under (c)(ii)(A) of this subsection, measured
30 by weight or volume.

31 (iii) The preferential tax rate provided to taxpayers under this
32 subsection (1)(c) does not apply to sales of dairy products on or
33 after July 1, 2023, where a dairy product is used by the purchaser as
34 an ingredient or component in the manufacturing in Washington of a
35 dairy product;

36 (d)(i) Beginning July 1, 2025, fruits or vegetables by canning,
37 preserving, freezing, processing, or dehydrating fresh fruits or
38 vegetables, or selling at wholesale fruits or vegetables manufactured
39 by the seller by canning, preserving, freezing, processing, or
40 dehydrating fresh fruits or vegetables and sold to purchasers who

1 transport in the ordinary course of business the goods out
2 state; as to such persons the amount of tax with respect to such
3 business is equal to the value of the products manufactured or the
4 gross proceeds derived from such sales multiplied by the rate of
5 0.138 percent. Sellers must keep and preserve records for the period
6 required by RCW 82.32.070 establishing that the goods were
7 transported by the purchaser in the ordinary course of business out
8 of this state.

9 (ii) For purposes of this subsection (1)(d), "fruits" and
10 "vegetables" do not include cannabis, useable cannabis, or cannabis-
11 infused products; and

12 (e) Wood biomass fuel; as to such persons the amount of tax with
13 respect to the business is equal to the value of wood biomass fuel
14 manufactured, multiplied by the rate of 0.138 percent. For the
15 purposes of this section, "wood biomass fuel" means a liquid or
16 gaseous fuel that is produced from lignocellulosic feedstocks,
17 including wood, forest, or field residue and dedicated energy crops,
18 and that does not include wood treated with chemical preservations
19 such as creosote, pentachlorophenol, or copper-chrome-arsenic.

20 (2) Upon every person engaging within this state in the business
21 of splitting or processing dried peas; as to such persons the amount
22 of tax with respect to such business is equal to the value of the
23 peas split or processed, multiplied by the rate of 0.138 percent.

24 (3) Upon every nonprofit corporation and nonprofit association
25 engaging within this state in research and development, as to such
26 corporations and associations, the amount of tax with respect to such
27 activities is equal to the gross income derived from such activities
28 multiplied by the rate of 0.484 percent.

29 (4) Upon every person engaging within this state in the business
30 of slaughtering, breaking and/or processing perishable meat products
31 and/or selling the same at wholesale only and not at retail; as to
32 such persons the tax imposed is equal to the gross proceeds derived
33 from such sales multiplied by the rate of 0.138 percent.

34 (5)(a) Upon every person engaging within this state in the
35 business of acting as a travel agent or tour operator and whose
36 annual taxable amount for the prior calendar year from such business
37 was two hundred fifty thousand dollars or less; as to such persons
38 the amount of the tax with respect to such activities is equal to the
39 gross income derived from such activities multiplied by the rate of
40 0.275 percent.

(b) Upon every person engaging within this state in the of acting as a travel agent or tour operator and whose annual taxable amount for the prior calendar year from such business was more than two hundred fifty thousand dollars; as to such persons the amount of the tax with respect to such activities is equal to the gross income derived from such activities multiplied by the rate of 0.275 percent through June 30, 2019, and 0.9 percent beginning July 1, 2019.

(6) Upon every person engaging within this state in business as an international steamship agent, international customs house broker, international freight forwarder, vessel and/or cargo charter broker in foreign commerce, and/or international air cargo agent; as to such persons the amount of the tax with respect to only international activities is equal to the gross income derived from such activities multiplied by the rate of 0.275 percent.

(7) Upon every person engaging within this state in the business of stevedoring and associated activities pertinent to the movement of goods and commodities in waterborne interstate or foreign commerce; as to such persons the amount of tax with respect to such business is equal to the gross proceeds derived from such activities multiplied by the rate of 0.275 percent. Persons subject to taxation under this subsection are exempt from payment of taxes imposed by chapter 82.16 RCW for that portion of their business subject to taxation under this subsection. Stevedoring and associated activities pertinent to the conduct of goods and commodities in waterborne interstate or foreign commerce are defined as all activities of a labor, service or transportation nature whereby cargo may be loaded or unloaded to or from vessels or barges, passing over, onto or under a wharf, pier, or similar structure; cargo may be moved to a warehouse or similar holding or storage yard or area to await further movement in import or export or may move to a consolidation freight station and be stuffed, unstuffed, containerized, separated or otherwise segregated or aggregated for delivery or loaded on any mode of transportation for delivery to its consignee. Specific activities included in this definition are: Wharfage, handling, loading, unloading, moving of cargo to a convenient place of delivery to the consignee or a convenient place for further movement to export mode; documentation services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo; imported automobile handling prior to delivery to consignee; terminal stevedoring and incidental vessel services, including but not limited

1 to plugging and unplugging refrigerator service to co
2 trailers, and other refrigerated cargo receptacles, and securing ship
3 hatch covers.

4 (8)(a) Upon every person engaging within this state in the
5 business of disposing of low-level waste, as defined in RCW
6 70A.380.010; as to such persons the amount of the tax with respect to
7 such business is equal to the gross income of the business, excluding
8 any fees imposed under chapter 70A.384 RCW, multiplied by the rate of
9 3.3 percent.

10 (b) If the gross income of the taxpayer is attributable to
11 activities both within and without this state, the gross income
12 attributable to this state must be determined in accordance with the
13 methods of apportionment required under RCW 82.04.460.

14 (9) Upon every person engaging within this state as an insurance
15 producer or title insurance agent licensed under chapter 48.17 RCW or
16 a surplus line broker licensed under chapter 48.15 RCW; as to such
17 persons, the amount of the tax with respect to such licensed
18 activities is equal to the gross income of such business multiplied
19 by the rate of 0.484 percent.

20 (10) Upon every person engaging within this state in business as
21 a hospital, as defined in chapter 70.41 RCW, that is operated as a
22 nonprofit corporation or by the state or any of its political
23 subdivisions, as to such persons, the amount of tax with respect to
24 such activities is equal to the gross income of the business
25 multiplied by the rate of 0.75 percent through June 30, 1995, and 1.5
26 percent thereafter.

27 (11)(a) Beginning October 1, 2005, upon every person engaging
28 within this state in the business of manufacturing commercial
29 airplanes, or components of such airplanes, or making sales, at
30 retail or wholesale, of commercial airplanes or components of such
31 airplanes, manufactured by the seller, as to such persons the amount
32 of tax with respect to such business is, in the case of
33 manufacturers, equal to the value of the product manufactured and the
34 gross proceeds of sales of the product manufactured, or in the case
35 of processors for hire, equal to the gross income of the business,
36 multiplied by the rate of:

37 (i) 0.4235 percent from October 1, 2005, through June 30, 2007;

38 (ii) 0.2904 percent beginning July 1, 2007, through March 31,
39 2020; and

(iii) Beginning April 1, 2020, 0.484 percent, subject to any reduction required under (e) of this subsection (11). The tax rate in this subsection (11)(a)(iii) applies to all business activities described in this subsection (11)(a).

(b) Beginning July 1, 2008, upon every person who is not eligible to report under the provisions of (a) of this subsection (11) and is engaging within this state in the business of manufacturing tooling specifically designed for use in manufacturing commercial airplanes or components of such airplanes, or making sales, at retail or wholesale, of such tooling manufactured by the seller, as to such persons the amount of tax with respect to such business is, in the case of manufacturers, equal to the value of the product manufactured and the gross proceeds of sales of the product manufactured, or in the case of processors for hire, be equal to the gross income of the business, multiplied by the rate of:

(i) 0.2904 percent through March 31, 2020; and

(ii) Beginning April 1, 2020, the following rates, which are subject to any reduction required under (e) of this subsection (11):

(A) The rate under RCW 82.04.250(1) on the business of making retail sales of tooling specifically designed for use in manufacturing commercial airplanes or components of such airplanes; and

(B) 0.484 percent on all other business activities described in this subsection (11)(b).

(c) For the purposes of this subsection (11), "commercial airplane" and "component" have the same meanings as provided in RCW 82.32.550.

(d)(i) In addition to all other requirements under this title, a person reporting under the tax rate provided in this subsection (11) must file a complete annual tax performance report with the department under RCW 82.32.534. However, this requirement does not apply to persons reporting under the tax rate in (a)(iii) of this subsection (11), so long as that rate remains 0.484 percent, or under any of the tax rates in (b)(ii)(A) and (B) of this subsection (11), so long as those tax rates remain the rate imposed pursuant to RCW 82.04.250(1) and 0.484 percent, respectively.

(ii) Nothing in (d)(i) of this subsection (11) may be construed as affecting the obligation of a person reporting under a tax rate provided in this subsection (11) to file a complete annual tax performance report with the department under RCW 82.32.534: (A)

Pursuant to another provision of this title as a result of c. tax credit or exemption; or (B) pursuant to (d)(i) of this subsection (11) as a result of claiming the tax rates in (a)(ii) or (b)(i) of this subsection (11) for periods ending before April 1, 2020.

(e)(i) After March 31, 2021, the tax rates under (a)(iii) and (b)(ii) of this subsection (11) must be reduced to 0.357 percent provided the conditions in RCW 82.04.2602 are met. The effective date of the rates authorized under this subsection (11)(e) must occur on the first day of the next calendar quarter that is at least sixty days after the department receives the last of the two written notices pursuant to RCW 82.04.2602 (3) and (4).

(ii) Both a significant commercial airplane manufacturer separately and the rest of the aerospace industry as a whole, receiving the rate of 0.357 percent under this subsection (11)(e) are subject to the aerospace apprenticeship utilization rates required under RCW 49.04.220 by April 1, 2026, or five years after the effective date of the 0.357 percent rate authorized under this subsection (11)(e), whichever is later, as determined by the department of labor and industries.

(iii) The provisions of RCW 82.32.805 and 82.32.808 do not apply to this subsection (11)(e).

(f)(i) Except as provided in (f)(ii) of this subsection (11), this subsection (11) does not apply on and after July 1, 2040.

(ii) With respect to the manufacturing of commercial airplanes or making sales, at retail or wholesale, of commercial airplanes, this subsection (11) does not apply on and after July 1st of the year in which the department makes a determination that any final assembly or wing assembly of any version or variant of a commercial airplane that is the basis of a siting of a significant commercial airplane manufacturing program in the state under RCW 82.32.850 has been sited outside the state of Washington. This subsection (11)(f)(ii) only applies to the manufacturing or sale of commercial airplanes that are the basis of a siting of a significant commercial airplane manufacturing program in the state under RCW 82.32.850. This subsection (11)(f)(ii) continues to apply during the time that a person is subject to the tax rate in (a)(iii) of this subsection (11).

(g) For the purposes of this subsection, "a significant commercial airplane manufacturer" means a manufacturer of commercial

airplanes with at least fifty thousand full-time employees in Washington as of January 1, 2021.

(12)(a) Until July 1, 2045, upon every person engaging within this state in the business of extracting timber or extracting for hire timber; as to such persons the amount of tax with respect to the business is, in the case of extractors, equal to the value of products, including by-products, extracted, or in the case of extractors for hire, equal to the gross income of the business, multiplied by the rate of 0.4235 percent from July 1, 2006, through June 30, 2007, and 0.2904 percent from July 1, 2007, through June 30, 2045.

(b) Until July 1, 2045, upon every person engaging within this state in the business of manufacturing or processing for hire: (i) Timber into timber products or wood products; (ii) timber products into other timber products or wood products; or (iii) products defined in RCW 19.27.570(1); as to such persons the amount of the tax with respect to the business is, in the case of manufacturers, equal to the value of products, including by-products, manufactured, or in the case of processors for hire, equal to the gross income of the business, multiplied by the rate of 0.4235 percent from July 1, 2006, through June 30, 2007, and 0.2904 percent from July 1, 2007, through June 30, 2045.

(c) Until July 1, 2045, upon every person engaging within this state in the business of selling at wholesale: (i) Timber extracted by that person; (ii) timber products manufactured by that person from timber or other timber products; (iii) wood products manufactured by that person from timber or timber products; or (iv) products defined in RCW 19.27.570(1) manufactured by that person; as to such persons the amount of the tax with respect to the business is equal to the gross proceeds of sales of the timber, timber products, wood products, or products defined in RCW 19.27.570(1) multiplied by the rate of 0.4235 percent from July 1, 2006, through June 30, 2007, and 0.2904 percent from July 1, 2007, through June 30, 2045.

(d) Until July 1, 2045, upon every person engaging within this state in the business of selling standing timber; as to such persons the amount of the tax with respect to the business is equal to the gross income of the business multiplied by the rate of 0.2904 percent. For purposes of this subsection (12)(d), "selling standing timber" means the sale of timber apart from the land, where the buyer is required to sever the timber within thirty months from the date of

1 the original contract, regardless of the method of payment
2 timber and whether title to the timber transfers before, upon, or
3 after severance.

4 (e) For purposes of this subsection, the following definitions
5 apply:

6 (i) "Biocomposite surface products" means surface material
7 products containing, by weight or volume, more than fifty percent
8 recycled paper and that also use nonpetroleum-based phenolic resin as
9 a bonding agent.

10 (ii) "Paper and paper products" means products made of interwoven
11 cellulosic fibers held together largely by hydrogen bonding. "Paper
12 and paper products" includes newsprint; office, printing, fine, and
13 pressure-sensitive papers; paper napkins, towels, and toilet tissue;
14 kraft bag, construction, and other kraft industrial papers;
15 paperboard, liquid packaging containers, containerboard, corrugated,
16 and solid-fiber containers including linerboard and corrugated
17 medium; and related types of cellulosic products containing
18 primarily, by weight or volume, cellulosic materials. "Paper and
19 paper products" does not include books, newspapers, magazines,
20 periodicals, and other printed publications, advertising materials,
21 calendars, and similar types of printed materials.

22 (iii) "Recycled paper" means paper and paper products having
23 fifty percent or more of their fiber content that comes from
24 postconsumer waste. For purposes of this subsection (12)(e)(iii),
25 "postconsumer waste" means a finished material that would normally be
26 disposed of as solid waste, having completed its life cycle as a
27 consumer item.

28 (iv) "Timber" means forest trees, standing or down, on privately
29 or publicly owned land. "Timber" does not include Christmas trees
30 that are cultivated by agricultural methods or short-rotation
31 hardwoods as defined in RCW 84.33.035.

32 (v) "Timber products" means:

33 (A) Logs, wood chips, sawdust, wood waste, and similar products
34 obtained wholly from the processing of timber, short-rotation
35 hardwoods as defined in RCW 84.33.035, or both;

36 (B) Pulp, including market pulp and pulp derived from recovered
37 paper or paper products; and

38 (C) Recycled paper, but only when used in the manufacture of
39 biocomposite surface products.

(vi) "Wood products" means paper and paper products; dimensioned lumber; engineered wood products such as particleboard, oriented strand board, medium density fiberboard, and plywood; wood doors; wood windows; and biocomposite surface products.

(f) Except for small harvesters as defined in RCW 84.33.035, a person reporting under the tax rate provided in this subsection (12) must file a complete annual tax performance report with the department under RCW 82.32.534.

(g) Nothing in this subsection (12) may be construed to affect the taxation of any activity defined as a retail sale in RCW 82.04.050(2) (b) or (c), defined as a wholesale sale in RCW 82.04.060(2), or taxed under RCW 82.04.280(1) (g).

(13) Upon every person engaging within this state in inspecting, testing, labeling, and storing canned salmon owned by another person, as to such persons, the amount of tax with respect to such activities is equal to the gross income derived from such activities multiplied by the rate of 0.484 percent.

~~((14) (a) Upon every person engaging within this state in the business of printing a newspaper, publishing a newspaper, or both, the amount of tax on such business is equal to the gross income of the business multiplied by the rate of 0.35 percent until July 1, 2024, and 0.484 percent thereafter.~~

~~(b) A person reporting under the tax rate provided in this subsection (14) must file a complete annual tax performance report with the department under RCW 82.32.534.))~~

Sec. 4. RCW 35.102.150 and 2011 c 174 s 201 are each amended to read as follows:

Notwithstanding RCW 35.102.130, a city that imposes a business and occupation tax must allocate a person's gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section, the activities of printing, and of publishing newspapers, periodicals, or magazines are those activities to which the exemption in section 2 of this act and the tax rate((s)) in RCW ((82.04.260(13) and)) 82.04.280(1) (a) apply.

Sec. 5. RCW 82.04.460 and 2014 c 97 s 304 are each amended to read as follows:

(1) Except as otherwise provided in this section, an earning apportionable income taxable under this chapter and also taxable in another state must, for the purpose of computing tax liability under this chapter, apportion to this state, in accordance with RCW 82.04.462, that portion of the person's apportionable income derived from business activities performed within this state.

(2) The department must by rule provide a method of apportioning the apportionable income of financial institutions, where such apportionable income is taxable under RCW 82.04.290. The rule adopted by the department must, to the extent feasible, be consistent with the multistate tax commission's recommended formula for the apportionment and allocation of net income of financial institutions as existing on June 1, 2010, or such subsequent date as may be provided by the department by rule, consistent with the purposes of this section, except that:

(a) The department's rule must provide for a single factor apportionment method based on the receipts factor; and

(b) The definition of "financial institution" contained in appendix A to the multistate tax commission's recommended formula for the apportionment and allocation of net income of financial institutions is advisory only.

(3) The department may by rule provide a method or methods of apportioning or allocating gross income derived from sales of telecommunications service and competitive telephone service taxed under this chapter, if the gross proceeds of sales subject to tax under this chapter do not fairly represent the extent of the taxpayer's income attributable to this state. The rule must provide for an equitable and constitutionally permissible division of the tax base.

(4) For purposes of this section, the following definitions apply unless the context clearly requires otherwise:

(a) "Apportionable income" means gross income of the business generated from engaging in apportionable activities, including income received from apportionable activities performed outside this state if the income would be taxable under this chapter if received from activities in this state, less the exemptions and deductions allowable under this chapter. For purposes of this subsection, "apportionable activities" means only those activities taxed under:

(i) RCW 82.04.255;

(ii) RCW 82.04.260 (3), (5), (6), (7), (8), (9), (10), and (13);

(iii) RCW 82.04.280(1)(e);

(iv) RCW 82.04.285;

(v) RCW 82.04.286;

(vi) RCW 82.04.290;

(vii) RCW 82.04.2907;

(viii) RCW 82.04.2908;

(ix) RCW 82.04.263, but only to the extent of any activity that would be taxable under any of the provisions enumerated under (a)(i) through (viii) of this subsection (4) if the tax classification in RCW 82.04.263 did not exist; and

(x) RCW ~~((82.04.260(14) and))~~ 82.04.280(1)(a) or exempted under section 2 of this act, but only with respect to advertising.

(b)(i) "Taxable in another state" means that the taxpayer is subject to a business activities tax by another state on its income received from engaging in apportionable activities; or the taxpayer is not subject to a business activities tax by another state on its income received from engaging in apportionable activities, but any other state has jurisdiction to subject the taxpayer to a business activities tax on such income under the substantial nexus standards in RCW 82.04.067(1).

(ii) For purposes of this subsection (4)(b), "business activities tax" and "state" have the same meaning as in RCW 82.04.462.

Sec. 6. RCW 82.08.806 and 2020 c 139 s 16 are each amended to read as follows:

(1) The tax levied by RCW 82.08.020 does not apply to sales, to a printer or publisher, of computer equipment, including repair parts and replacement parts for such equipment, when the computer equipment is used primarily in the printing or publishing of any printed material, or to sales of or charges made for labor and services rendered in respect to installing, repairing, cleaning, altering, or improving the computer equipment. This exemption applies only to computer equipment not otherwise exempt under RCW 82.08.02565.

(2) A person taking the exemption under this section must keep records necessary for the department to verify eligibility under this section. This exemption is available only when the purchaser provides the seller with an exemption certificate in a form and manner prescribed by the department. The seller must retain a copy of the certificate for the seller's files.

(3) The definitions in this subsection (3) apply through section, unless the context clearly requires otherwise.

(a) "Computer" has the same meaning as in RCW 82.04.215.

(b) "Computer equipment" means a computer and the associated physical components that constitute a computer system, including monitors, keyboards, printers, modems, scanners, pointing devices, and other computer peripheral equipment, cables, servers, and routers. "Computer equipment" also includes digital cameras and computer software.

(c) "Computer software" has the same meaning as in RCW 82.04.215.

(d) "Primarily" means greater than fifty percent as measured by time.

(e) "Printer or publisher" means a person, as defined in RCW 82.04.030, who is subject to tax under RCW ((82.04.260(14) or)) 82.04.280(1)(a) or is eligible for the exemption under section 2 of this act.

(4) "Computer equipment" does not include computer equipment that is used primarily for administrative purposes including but not limited to payroll processing, accounting, customer service, telemarketing, and collection. If computer equipment is used simultaneously for administrative and nonadministrative purposes, the administrative use must be disregarded during the period of simultaneous use for purposes of determining whether the computer equipment is used primarily for administrative purposes.

NEW SECTION. **Sec. 7.** (1) This section is the tax preference performance statement for the tax preference contained in section 2, chapter . . ., Laws of 2023 (section 2 of this act). This performance statement is only intended to be used for subsequent evaluation of the tax preference. It is not intended to create a private right of action by any party or to be used to determine eligibility for preferential tax treatment.

(2) The legislature categorizes this tax preference as one intended to provide tax relief for certain businesses or individuals and to create or retain jobs, as indicated in RCW 82.32.808(2) (c) and (e).

(3) It is the legislature's specific public policy objective to protect and support local journalism.

(4) If a review finds that the tax preference accomplishes its goal of supporting local journalism across the state, measured by

1 retaining 75 percent of the journalism jobs, local newspaper
2 community-focused online news outlets based in Washington as of
3 December 31, 2022, or if a review finds that the tax preference
4 enables locally based journalism outlets to continue to exist when
5 compared to states that did not provide similar tax incentives, then
6 the legislature intends to extend the expiration date of this tax
7 preference.

8 (5) In order to obtain the data necessary to perform the review
9 in subsection (4) of this section, the joint legislative audit and
10 review committee may refer to any data collected by the state.

11 (6) RCW 82.32.808(6) does not apply to the tax preference created
12 in section 2 of this act.

13 NEW SECTION. **Sec. 8.** This act takes effect January 1, 2024.

14 NEW SECTION. **Sec. 9.** This act expires January 1, 2034.

Passed by the Senate March 31, 2023.

Passed by the House April 17, 2023.

Approved by the Governor May 4, 2023.

Filed in Office of Secretary of State May 5, 2023.

--- END ---



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	December 14, 2023
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Resolution 23-1936/Appointing Mark Hofman as the Community Development Director

Legislative History

- First Presentation/Proposed Action: December 14, 2023, City Council Regular Meeting

Attachments:

1. Mark Hofman Cover letter & Resume
2. Resolution No. 23-1936 confirming appointment

Executive Summary

On November 28, 2023, the administration conducted interviews for the vacant Community Development Director position. Two applicants were interviewed, and Mark Hofman was the unanimous pick of the three interview panels.

Background

With the retirement of Director Steve Bennett, the administration has been recruiting to fill the Community Development Director position. During this second round of interviews, two candidates were interviewed by three panels consisting of city staff, the city attorney, the planning commission chair, four councilmembers and the mayor. The three panels recommended hiring Mark Hofman as the city's new Community Development Director.

Section 2.08.130 establishes the position and allows for the mayor to appoint an individual to the position subject to confirmation by a majority of the city council.

Fiscal & Policy Implications

The 2023/2024 biennial budget provides sufficient budget for this position.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt Resolution 23-1936 authorizing the Mayor to appoint Mark Hofman as the Community Development Director.	Mr. Hofman will begin working for the city on January 8, 2024.
<ul style="list-style-type: none">• Do not adopt Resolution 23-1936 authorizing the Mayor to appoint Mark Hofman as the Community Development Director.	The administration would continue recruiting for the position.

Staff Recommendation

Adopt Resolution 23-1936 authorizing the Mayor to appoint Mark Hofman as the Community Development Director.

Mark R. Hofman, AICP

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

November 9, 2023

City of Lake Forest Park, Washington
Attn: Shannon Moore
Human Resources Director
smoore@cityoflfp.gov
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Lake Forest Park Representatives,

It is a pleasure to submit this cover letter of interest and my current resume for an application toward consideration in the active recruitment for Community Development Director with the City of Lake Forest Park. The open leadership team position offers a challenging and exciting opportunity to work collaboratively to serve the community. Blessed with a productive career in municipal government, I offer extensive community development professional experience, responsiveness, and a commitment to public service in a fast-evolving time of increasing economic disruption with difficult fiscal and social policy challenges.

The Community Development Director position with Lake Forest Park is comparative to the department head/leadership team roles I've held in Newcastle, Bainbridge Island, and Snoqualmie, WA, as well as Sun Valley, ID. It has been a public service privilege to serve these special, high-service communities in a senior management role, as was my staff planning work for the coastal cities of Encinitas and Half Moon Bay, CA early in my career progression.

My 27 years in local governance (18 years as a department head/director), Master's Degree in Urban & Regional Planning, Bachelor's Degree in Economics, long-term commitment to AICP mentoring and training, direct WA planning and growth management experience, and a closely held guiding ethos of ethics and integrity all combine to uniquely qualify me for consideration. If you have any questions or require additional information, please contact me at your convenience via email at hmark83353@gmail.com or directly by phone at (208) 721-8548. I look forward to discussing the opportunity with you and other City representatives.

Sincerely,

/s/ Mark Hofman, AICP

MARK R. HOFMAN, AICP

OBJECTIVE

Community development professional, interested in new opportunities for challenging work in the region.

EXPERIENCE

Diverse and detailed experience in community development, all with high-service local government agencies, ensuring positive outcomes locally and regionally in: public service; long-range comprehensive (advance) planning; development services (current) planning; building permitting and inspections oversight; economic development; code enforcement; environmental review and climate sustainability; urban design; floodplain administration; management, budgeting, and training; public outreach and participation; intra and inter-departmental coordination in service delivery; and, public communication. My mission with others is to serve accountably and inclusively with integrity, ethics, and transparency.

- **Community Development Director**

City of Newcastle, WA September 2022 – Present

Department head responsible for advance and current planning, building permitting and inspections, code enforcement, and economic development.

- **Planning Consulting Services Contract to the City Manager/Community Development Director**

City of Sequim, WA July 2022 – October 2023

Professional services consulting contract to serve as technical advisor to the City of Sequim's Director of Community Development regarding Washington State planning and land use law.

- **Interim Planning & Community Development Director**

City of Bainbridge Island, WA November 2021 – May 2022

Interim department head responsible for advance and current planning, building permitting and inspections, code enforcement, and economic development.

- **Community Development Director**

City of Snoqualmie, WA March 2015 – September 2021

Department head responsible for advance and current planning, building permitting and inspections, code enforcement, and economic development. Served as SEPA Responsible Official, Floodplain Administrator, Zoning Official and provided primary support to the Mayor, City Council, Community Development Council Committee, Planning Commission, Lodging Tax Advisory Committee, and Economic Development Commission.

- **Community Development Director**

City of Sun Valley, ID August 2005 – February 2015

Department head responsible for advance and current planning, building permitting and inspections, code enforcement, economic development, and tourism. Provided primary support to the Mayor, City Council, Planning Commission, and Sun Valley Economic Development.

- **Associate Planner**
City of Encinitas, CA August 1999 – August 2005
Community Development Department staff land use planner in advance and current planning, urban design, building permitting, code enforcement, and support to the City Council and Planning Commission.
- **Assistant Planner**
City of Half Moon Bay, CA May 1998 – August 1999
Community development staff land use planner in advance and current planning.
- **Advance Planning Intern to Planning Technician**
City of Encinitas, CA September 1996 – April 1998
Community development analyst and land use planner in advance and current planning. The employment started as a paid advance planning intern position while attending graduate school and then became a full-time planning technician position, focused on: administrative planning permits; front counter coverage; and building permit review and processing.

EDUCATION

- Master's Degree in Urban and Regional Planning – 1997
San Diego State University, San Diego, CA.
- Bachelor's Degree in Economics – 1995
California State University Sacramento, Sacramento, CA.

COMMUNICATION

Twenty-seven years of direct public communications, outreach and presentations to local and regional councils, commissions, agencies, public groups and citizens.

LEADERSHIP

Eighteen years of department head, management level responsibility with local government agencies, taking responsibility for department performance while fostering and encouraging independent staff work.

CERTIFICATIONS

- AICP American Institute of Certified Planners, American Planning Association – 2012
- CFM Certified Floodplain Manager, Association of State Floodplain Managers – 2018 (Expired in 2023)
- CEcD Working towards Certified Economic Developer, International Economic Development Council – required prerequisites and associated coursework completed; exam and interview potentially in 2023 if opportunity arises.

REFERENCES

Available upon request.

RELEVANT SUBJECT MATTER EXPERTISE

Comprehensive plan periodic updates and annual docketing, specific and master plans, design standards, municipal and development code amendments.

Project review, development, leadership/management, contract administration, budgeting and scheduling.

Grant writing, administration, and reporting.

Growth Management Act (GMA), Urban Growth Areas, Zoning Official.

Puget Sound Regional Council (PSRC), Multi-County Planning Policies, Vision 2050, Comprehensive Plan Certification.

Affordable Housing Policy/Strategy/Action Plans, Housing Development Consortium and A Regional Coalition for Housing (ARCH).

Metropolitan King County Council, King County Metro Transit, Urban Growth Capacity Report (Buildable Lands), Growth Targets, King County Countywide Planning Policies.

Washington State Environmental Policy Act, SEPA Responsible Official.

Floodplain Management, Community Rating System (CRS), Floodplain Administrator.

Shoreline Master Program (SMP), Shoreline Administrator.

Economic Development: Business Retention & Expansion, Business Attraction, Finance, Strategic Planning, Entrepreneurial and Small Business Development Strategies, Neighborhood Development Strategies, Management Economic Development Organizations, Technology-led Economic Development, Workforce Development.

Greater Seattle Partners (formerly EDC of Seattle & King County).

Seattle Metropolitan Chamber of Commerce (King County ADO and REACH).

VOLUNTEER & OTHER EXPERIENCE

Washington State Department of Commerce HB1110 Middle Housing Model Ordinance Technical Committee – 2023.

A Regional Coalition for Housing (ARCH) Strategic Plan Technical Committee – 2023.

King County-Cities Climate Collaboration (K4C), staff representative for City of Newcastle – 2023.

Puget Sound Regional Council (PSRC) – 2021 working group for updating the PSRC Comprehensive Plan Review and Reporting Tool.

Interjurisdictional Team (IJT) – 2018/2019 appointed Sound City's Association (SCA) representative providing staffing support to the King County Growth Management Planning Council (GMPC).

Meadowbrook Farm Preservation Association Board- City of Snoqualmie Staff Representative – 5 Years.

Wildland and Structural Firefighter, EMT, Engineer- City of Sun Valley Fire Department – 6 Years.

Winter Rescue Emergency Responder with Avalanche I and II training- City of Sun Valley – 4 Years.

Construction trades experience – 10+ years, prior to a career in community development.

RESOLUTION NO. 23-1936**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARK HOFMAN AS THE COMMUNITY DEVELOPMENT DIRECTOR**

WHEREAS, the retirement of the City's Planning Director created a vacancy in the position; and

WHEREAS, in an effort to more fully represent the duties of the position, the Planning Director was renamed to Community Development Director; and

WHEREAS, a selection committee consisting of the Mayor, City Administrator, Finance Director, Public Works Director, Police Chief, Human Resources Director, City Clerk, City Attorney, and four Council Members performed interviews for the position of Community Development Director; and

WHEREAS, section 2.08.130 of the Lake Forest Park Municipal Code requires the appointment of the Community Development Director by the Mayor and confirmation by the City Council; and

WHEREAS, the Mayor has extended an employment offer to Mark Hofman and he has accepted the Mayor's offer; and

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

Section 1. CONFIRMATION. The City Council confirms the appointment by the Mayor of Mark Hofman as the Community Development Director of Lake Forest Park.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

RESOLUTION NO. 23-1937

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKE FOREST PARK, WASHINGTON, AMENDING
THE MANUAL OF CITY GOVERNANCE POLICIES,
PROCEDURES, AND GUIDELINES**

WHEREAS, the City Council of Lake Forest Park has adopted City of Lake Forest Park Governance Manual (“Governance Manual”), a manual of city governance, policies, procedures and guidelines for the Mayor-Council form of government; and

WHEREAS, the Governance Manual was adopted by Resolution No. 1420 in 2014, and updated by Resolution No. 1503 in 2015 and Resolution No. 1555 in 2016; and

WHEREAS, the City Council has spent many months reviewing and updating the Governance Manual.

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

Section 1. City Governance Manual, Amended. The City Governance Manual is hereby amended as shown in Exhibit A attached to this Resolution.

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

PASSED BY A MAJORITY VOTE of the members of Lake Forest Park City Council this 14th day of December, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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



City of Lake Forest Park

Governance Manual

**Resolution No. 1420
Approved May 22, 2014
Ratified June 12, 2014**

**Updated August 13, 2015
By Resolution No. 1503**

**Updated April 28, 2016
By Resolution No. 1555**

**Updated December 14, 2023
By Resolution No. 23-1937**

Contents

Article 1: PRINCIPLES OF GOVERNMENT 5

1.1 Form of Government 5

1.2 Legislative Branch 5

1.3 Executive Branch 5

1.4 Judicial Branch 5

1.5 Guiding Principles 5

Article 2: LEGISLATIVE BRANCH 7

2.1 Organization of City Council 7

2.2 Duties of the Council Chair 7

2.3 The Council Chair May Embody Other Leadership Roles 7

2.4 Duties of the Vice Chair 7

2.5 Service on Regional Bodies 7

2.6 Council Commissions Liaisons 7

Article 3: FUNCTIONING OF CITY COUNCIL 8

3.1 Importance of Open Public Meetings 8

3.2 Representatives of the City Act in Accordance with City Policies 8

3.3 Council is Mindful of Limited Resources 8

3.4 Council Authorizes Certain Grant Applications Before Submittal 8

3.5 Volunteers Play an Important Role 8

3.6 Cell phones 8

3.7 Council E-mail Policy 9

Article 4: COUNCIL MEETINGS 10

4.1 The “Three-Touch” Rule 10

4.2 City Staff – Attendance at Meetings 10

4.3 Special Council Meetings 10

4.4 Public Notice 11

4.5 Remote Attendance a Council Meetings 11

4.6 Council Meetings Open to the Public 12

4.7 Council Committees 12

4.7.1 Council Committee of the Whole (COW): 12

4.7.2 Budget and Finance Committee: 13

4.7.3 Legislative Steering Committee 13

- 4.8 Council Work Sessions 13
 - 4.8.1 Schedule of Work Sessions 14
 - 4.8.2 Work Session Agendas..... 14
- 4.9 Regular Business Meetings..... 14
 - 4.9.1 Schedule of Regular Business Meetings..... 14
 - 4.9.2 Public Comment 15
 - 4.9.3 Public Hearings..... 15
 - 4.9.4 Business Meeting Agendas 15
 - 4.9.5 Councilmember Requested Agenda Items..... 16
 - 4.9.6 Council's Business Meetings Will Be Efficient and Businesslike 1817
 - 4.9.7 Inauguration..... 1817
 - 4.9.8 Organizational Meeting 1817
- 4.10 Goal Setting Retreats 1817
- 4.11 Public Meetings..... 1817
 - 4.11.1 Town Halls and other community forums 1817
- Article 5: COUNCIL DELIBERATIONS 1918
 - 5.1 Effective Decision-Making Requires Finality..... 1918
 - 5.2 Council Meeting Agendas Are Set by a Team 1918
 - 5.3 Council Actions 1918
 - 5.3.1 Motion..... 1918
 - 5.3.2 Resolution..... 1918
 - 5.3.3 Ordinance..... 2019
 - 5.3.4 Motion to “Lay on the Table” 2019
 - 5.3.5 Reconsideration-Mayor’s Veto 2019
 - 5.3.6 Dissents and Protests 2019
 - 5.3.7 Comprehensive Plan Amendment 2019
 - 5.3.8 Budget Adoption 2019
 - 5.3.9 Capital Facilities Plan (CFP) Adoption or Amendment 2120
 - 5.3.10 Quasi-judicial Ruling 2120
 - 5.3.11 Confirmation of City Officials..... 2120
 - 5.4 Voting..... 2221
 - 5.5 Ordinance and Resolution Drafting Standard 2221
 - 5.6 Amendments to Ordinances and Resolutions..... 2322
 - 5.7 Appointment to Fill Council Vacancy 2423

Article 6: THE EXECUTIVE BRANCH 2625

6.1 Mayor 2625

6.2 City Administrator 2625

6.2.1 Role of the City Administrator 2726

6.3 Communications to the Public are Essential..... 2726

6.4 Professional Standards are Respected 2726

6.5 Regular and Understandable Financial Reporting 2726

6.6 Mayor and Administration are Mindful of Risk Management..... 2726

6.7 Public Information is Enhanced by Audio, Video, and Website Access 2827

6.8 Correspondence..... 2827

6.9 City Clerk - Minutes - Public Information Access 2827

Article 7: PUBLIC PARTICIPATION IN CITY GOVERNMENT 2928

7.1 Public Comment Period at Business Meetings 2928

7.2 Other Meetings with the Public Outside of City Hall..... 2928

7.3 Additional Avenues for Public Participation 2928

7.4 Commissions, Committees, and Boards..... 2928

7.4.1 Alternates for Commissions, Committees, and Boards 2928

Article 8: RELATIONSHIP BETWEEN COUNCIL, MAYOR AND CITY ADMINISTRATOR, STAFF AND THE PUBLIC 3029

8.1 Council and Administration Roles and Responsibilities Differentiated 3029

8.2 Performance-Driven Management..... 3029

8.3 City Attorney Is Legal Counsel to the City and Its Officials Collectively 3029

8.4 Staff Communications Encouraged 3029

8.5 City Administrator – Interference by Councilmembers 3029

8.6 Complaints to Councilmembers..... 3130

8.7 Administrative Complaints - "Best Practice"..... 3130

8.8 Staff Provides Adequate Information for Council Legislative Policy-Setting..... 3130

8.9 Public Documents Ensure Open And Transparent Government 3130

Purpose

The purpose of this Governance Manual is to provide structure and guidance to the city council and administration and transparency to the citizens. The manual identifies the duties and roles played by elected council members, senior administrators, and citizen volunteers. The manual sets the expectations for civil conduct and clarifies the rules for council meetings.

The Governance Manual should be reviewed regularly and updated to adapt to changing circumstances.

Article 1: PRINCIPLES OF GOVERNMENT

1.1 Form of Government

The City of Lake Forest Park was incorporated in 1961 and operates as a non-charter code city with a Mayor-Council form of government. The Mayor and seven City Councilmembers are non-partisan elected officials who serve four-year terms. Municipal elections are held in November of odd-numbered years, and terms are staggered so that four positions are up for election every two years.

1.2 Legislative Branch

The City Council is the legislative body of the City. It enacts laws and regulations, establishes policy direction for the City, establishes tax and fee rates, adopts an Annual Budget, and approves payments of all City moneys.

1.3 Executive Branch

The Mayor is the chief executive and administrative officer and ceremonial head of the City. The Mayor is in charge of all departments and employees and has authority to designate assistants and department heads.

1.4 Judicial Branch

Lake Forest Park has its own Municipal Court, which is organized under [Revised Code of Washington \(RCW\) 3.50](#) as a limited jurisdiction court to hear misdemeanor crimes and civil infractions committed within its geographical boundaries. The Presiding Judge is appointed by the Mayor and confirmed by the City Council for a four-year term.

1.5 Guiding Principles

Guiding principles establish the values that Lake Forest Park elected officials, employees, and volunteers embody.

Collaboration

We achieve greater results through collaborative engagement of each other and the communities around us.

Equity

Our actions provide all people with access to a good quality of life.

Accountability

We are committed to addressing the concerns and priorities of Lake Forest Park through transparent community engagement, decisions and actions.

Stewardship

We are effective, efficient, financially prudent and innovative stewards of the public's resources, and strive to achieve sustainable results through continuous improvement.

Integrity

We uphold the high standards, skills, competencies, and integrity of our professions in doing the work of City government.

Article 2: LEGISLATIVE BRANCH

2.1 Organization of City Council

The Council shall, biennially in even years, elect a Chair and Vice Chair of the Council at its first regular Council meeting of the year.

2.2 Duties of the Council Chair

The Council Chair shall coordinate the business of the Council and is the primary liaison for the Council with the Mayor and City Administrator. The Chair's duties include, but are not limited to:

- A. Meet regularly with the Mayor and the City Administrator to review and approve Council agendas;
- B. Represent the Council at the Quarterly Commission Chairs meetings;
- C. Coordinate reporting on achievement of the Council's work plan;
- D. Serve as the Deputy Mayor and preside over meetings of the Council at which the Mayor is not present ([RCW 35A.12.110](#)); and
- E. Act as City's ceremonial head in the Mayor's absence.

2.3 The Council Chair May Embody Other Leadership Roles

By consensus of its members, the City Council may assign other roles and duties to the Council Chair pursuant to the authority granted to the Council in [RCW 35A.12.120](#) for the conduct of Council business. In doing so, the City Council is providing for its own efficiency and is not delegating or ceding its corporate legislative authority to the Chair of the Council.

2.4 Duties of the Vice Chair

The Vice Chair shall exercise the duties, powers and prerogatives of the Council Chair in the event of the Chair's absence.

2.5 Service on Regional Bodies

The Council designates by motion the individual(s) to serve in liaison roles based on the desire, qualifications and skills of those interested. Councilmembers and the Mayor are encouraged to reach out to Council leadership to express interest in serving on regional bodies.

Council should discuss regional body applications in early Fall to be prepared to respond to calls for volunteers and nominations.

2.6 Council Commissions Liaisons

The Council designates, by motion, members to serve as liaisons to each of the Commissions. See Section 7.4 for a list of commissions.

Article 3: FUNCTIONING OF CITY COUNCIL

3.1 Importance of Open Public Meetings

Open and transparent governance is critical. The City and citizen commissions shall comply with the Open Public Meetings Act under Washington law ([RCW 42.30](#)).

3.2 Representatives of the City Act in Accordance with City Policies

It is a duty of City Councilmembers, the Mayor and City staff who represent the City to advocate positions that are consistent with the City Council's adopted or approved policies, projects, and plans. Should the circumstance occur in which a staff member is in a position of leadership in a professional association, the staff member shall make it clear as to which entity (the City or the professional association) is being represented. On occasions that an elected official is expressing the official's personal interest or that of another organization, the identity of the interest being expressed shall be made clear.

3.3 Council is Mindful of Limited Resources

Council expense reimbursement is limited by policy to budget and requires receipts. An annual Council Budget is determined each year during the Budget process.

3.4 Council Authorizes Certain Grant Applications Before Submittal

The Administration is authorized to submit grant applications that align with the goals and priorities of the City and adopted policy. If a grant would require material matching dollars affecting the current budget, impact policy, or require conditions inconsistent with current operations, the Administration will seek Council approval prior to applying. The Council may also initiate the process of pursuing a grant.

3.5 Volunteers Play an Important Role

Mayor will propose appointments to advisory committees, boards, and commissions. The Council will then interview and choose to confirm those appointees.

3.6 Cell phones

Cell phones are allowed in the Council Chambers when they are on silent or meeting mode. Cell phone calls will be answered outside the Council Chambers during meetings. In order to avoid the appearance of private discussions, City staff and elected officials shall refrain from using cell phones, including texting, during public meetings.

3.7 Council E-mail Policy.

E-mail viewed by four or more Councilmembers is not an appropriate venue for discussions of policy. Any e-mails, whether from a member of the Council or from City staff, that are to be viewed by at least four Councilmembers shall include a copy to the City Clerk so that they may be included as part of the City's official record.

Councilmembers shall not reply to all other Councilmembers or a quorum of the Council by e-mail to discuss policy; and, in no case, shall Councilmembers make decisions by e-mail.

Article 4: COUNCIL MEETINGS

The Council is required to act as a corporate body in a very transparent manner. All Council and Committee meetings are open to the public and have established rules for notification and process.

4.1 The “Three-Touch” Rule

Decision makers and residents of the City should have adequate time to thoughtfully consider the issues prior to final decisions. It is the intent of the Council that the Council and Administration should abide by the “Three-Touch Rule” whenever possible (unless an exception applies). The following procedural guidelines are designed to avoid “surprises” to the Council, Administration and the public.

Any pending request or proposal for adopting or changing public policy, ordinances, resolutions or directives which will require a decision of the City Council or Administration should normally “touch” (oral, written or any combination thereof) the decision makers at least three separate times. Quasijudicial matters and any subject discussed in Executive Sessions are excluded from application of the “Three-Touch Rule.” Touches may generally include city council meetings, work sessions, and committees of the whole.

It is recognized that the hands of decision makers should not be tied unnecessarily. Unexpected circumstances may arise wherein observance of the “Three-Touch Rule” is impractical or unnecessary, for example, for noncontroversial or time-sensitive matters. However, when unusual circumstances arise which justify a “first discussion” decision, the persons requesting the expedited decision should also explain the timing need. The “Three-Touch Rule” excludes staff reports and other general communications not requiring a future Council decision.

4.2 City Staff – Attendance at Meetings

Attendance at meetings by City staff shall be at the discretion of the Mayor. It is the intent of the Council that the Mayor schedule adequate administrative support for the business at hand, while protecting the productive capability of department heads. When sound system or other monitoring capabilities exist, the City Administrator may allow personnel to utilize time in their offices or other areas while waiting for the item of business for which appearance before the Council is required. It is expected that business items at council meetings will be presented by a relevant staff member who will present the topic and take questions from the Council. Staff is encouraged to use visual tools when appropriate to present material in a clear fashion.

4.3 Special Council Meetings

Special meetings shall be called as provided in the Open Public Meetings Act and as otherwise required by RCW. Special meetings will be strictly limited to time-sensitive matters that cannot be accommodated within regular business meetings or work/study sessions. The notice of a special meeting shall identify the agenda item(s). The notice of meeting shall suffice as the meeting's agenda.

4.4 Public Notice

Notice of all meetings and hearings shall be provided as required by the Open Public Meetings Act and as otherwise required by the RCW and Lake Forest Park Municipal Code (LFPMC). Notice of regular, special and study session meetings, along with draft agendas, shall be posted on City bulletin boards designated for public notice, any public library located in the City, Third Place Commons and the City website.

4.5 Remote Attendance a Council Meetings

1. From time to time, a Councilmember may not be able to be physically present at a Council meeting but will want to be involved in the discussion and/or decision of all items on the agenda or only on particular agenda items. The procedure and guidelines for permitting a Councilmember to attend a Council meeting by speakerphone or audio/video equipment are as follows.

Absent extraordinary circumstances such as an emergency, remote attendance should be the rare exception, not the rule.

2. Procedure and Guidelines Related to Remote Attendance of In Person Council Meetings:

- A. The Councilmember should notify the Deputy Mayor or City Clerk no later than the business day prior to the Council meeting which the Councilmember wishes to attend remotely. If the Mayor attends remotely, he or she may participate in discussions, but the Deputy Mayor, if physically present at the Council meeting, shall be the presiding officer.
- B. A Council member may participate in some or all of the Council meeting remotely.
- C. The presiding officer shall confirm and announce that all present at the meeting and in the remote location can clearly hear all other parties and (as appropriate) access visual content that may be presented.
- D. With such confirmation, Councilmembers – whether they are physically at the meeting or at a remote location - constituting a majority may approve the use of remote communication for all or any specified portion of the meeting.
- E. Unless the Councilmember is participating remotely for the entire meeting, when the portion of the Council meeting for which remote attendance has been approved has concluded, the presiding officer shall announce the same and the attendance of the Councilmember communicating remotely shall end. The City Clerk shall record the beginning and ending times of the remote attendance.
- F. In the event that a remote communication link is broken or significantly degraded such that it no longer meets the full requirements of this section, the presiding officer shall confirm the loss of service and announce the close of the remote attendance. The attendance of the Councilmember communicating remotely shall end. The City Clerk shall record the time of the closure.

3. Requirements of the System. The Councilmember attending remotely must be able to hear the discussion on the agenda item taking place in the Council Chambers and must be able to be heard by all present in Council Chambers.

4. For purposes of voting, remote attendance at a Council meeting shall be considered equal to being physically present at the meeting.

4.6 Council Meetings Open to the Public

Council differentiates among five types of public meetings: (1) committee meetings; (2) work/study sessions (and single-issue workshops); (3) business meetings; (4) goal- setting retreats; and (5) public meetings, forums and town halls. All meetings of the Council and of any Committees thereof shall be open to the public, or available remotely except as provided for in [RCW 42.30.110](#) or [RCW 42.30.140](#).

4.7 Council Committees

Council Committees are a part of the governance structure that extends the reach of the Council and makes it effective between meetings. Council Committees are established to inform and educate the Council on existing City programs and issues, to provide an opportunity to explore the implications of policy alternatives as part of the policy development process, and to serve in an advisory capacity to the Council in reviewing policy matters referred to them by the Council, and such other matters as the Council, by simple majority vote, may direct. The Committees shall have no power or authority to commit the City or to take any binding action on their part without the express authorization of the Council. The Committees shall be concerned primarily with policy matters and matters vested in the legislative body of the City and shall not become involved in the administration of the City government.

- A. All Council Committee meetings shall be open to the public and posted at City Hall per the Open Public Meetings Act. Participation by Councilmembers not named to the Committee, the Mayor, other public officials and the public shall be at the discretion of the Chair of the Committee.
- B. It is the responsibility of the Chair of the Committee to notify the City Clerk of the date, time and place of any Council Committee meeting, and to provide a committee agenda at least seven calendar days prior to committee meeting. The City Clerk will arrange for notice to be conveyed to the public, the Mayor and all Councilmembers.
- C. The Mayor will work with the Chair of each committee to assign staff to support Committee deliberations. The Chair of each Committee will report on their deliberations and recommendations to the Council after each Committee meeting.
- D. Council may change membership of Committees by majority consent.
- E. The following Council Committees and Committee responsibilities are currently established.

4.7.1 Council Committee of the Whole (COW):

All seven Councilmembers serve on the Committee of the Whole. The Council Chair shall chair the Committee. The Committee considers policy issues of concern to the entire Council, with the exception of issues of specific concern to other Council Committees that are charged with specific responsibilities, such as the Budget and Finance Committee.

The COW is generally the first touch for new policies that are proposed by councilmembers. If a Councilmember is interested in introducing a policy matter, they should first ensure a second Councilmember supports the policy, then reach out to Council leadership to request time to present the matter at a future COW meeting.

The Committee of the Whole may send legislation and policy issues for final action by the Council during a Council business meeting.

The Committee is responsible for the Council's annual work program, rules procedures and organization for council operations and city governance, the City's state and federal legislative agenda, complex interdisciplinary issues that are beyond the scope of other policy committees and may host public meetings.

Public comment may be taken at the discretion of the Chair.

4.7.2 Budget and Finance Committee:

Three Councilmembers serve on the Committee. The Committee is responsible for the review and recommendations associated with current and projected financial conditions, supplemental budget considerations, finance, reserve and financial operational policies, audits, financial reports, the review and tracking of capital improvement projects, and salary schedules. The Chair is elected on a bi-annual basis at the Council Organizational meeting. The Chair of the committee or their designee on the committee will review and recommend approval of checks or warrants drawn on behalf of the City on a bi-weekly basis, or as needed, except for payroll.

The remaining councilmembers are welcome to attend the Committee, and their input will be solicited and welcomed, however, they will not be permitted to vote on Budget and Finance Committee related matters, with the exception of consideration of the Mayor's bi-annual budget.

The Committee is responsible for reviewing the Mayor's proposed biennial and interim budget and recommending a biennial and interim budget to the Council for consideration. For purposes of considering the Mayor's proposed biennial and interim budget and recommending a biennial and interim budget, all seven Councilmembers shall be members of the Committee. The Chair is responsible for notifying the City Clerk of any Committee agenda that will contain consideration of the Mayor's proposed biennial budget or recommendations related to a biennial budget.

4.7.3 Legislative Steering Committee

The Committee is responsible for interfacing with the City's State and Federal legislative delegation as well as the associated lobbyist(s). They will provide timely updates on meetings and interactions with the above. Its members are the Mayor, Deputy Mayor, Vice Chair of the Council and City Administrator.

4.8 Council Work Sessions

Council work sessions are meetings of the Council at which legislative proposals and proposals relating to city administration, inter-governmental relations, or other city business are studied, discussed and evaluated by the Councilmembers. Work sessions are chaired by the Mayor and will normally be held in an informal, collegial setting conducive to discussion. Council work sessions are the primary venue for briefings and presentations. Public comment will not be taken at the work session.

The key difference between Work Sessions and the Committee of the Whole is that Work Sessions are for policy proposals brought to the council by staff and the Administration, while the Committee of the Whole is for policy proposals brought to the council by fellow councilmembers.

4.8.1 Schedule of Work Sessions

Work sessions of the Council of the City of Lake Forest Park shall be held on the second Thursday of each month, immediately before the regular council meeting. Council work sessions shall be held at 6:00 p.m. at Lake Forest Park City Hall, located at 17425 Ballinger Way NE, Lake Forest Park, Washington, 98155.

4.8.2 Work Session Agendas

A. Work session agendas will include:

1. Call to Order
2. Adoption of Agenda
3. Staff presentations and Council Discussion
4. Council Discussion Topics
5. Adjourn

B. Agendas will list the following elements for each Council Discussion Topic:

1. Subject: The project designation or descriptive name for the item. The person requesting the item should use the same title in any subsequent business.
2. Identify the Discussion Leader: The person who will introduce the subject and give the background information; identify the discussion goal; and act as facilitator to keep the discussion focused toward the goal.
3. Activity: A brief description of the discussion necessary for the Council to speak to the question posed in the "Goal" column.
4. Goal: The reasonable outcome contemplated, whether a final action, advancement to a future agenda, just a "touch" according to the "Three-Touch Rule," or for general information.

C. Board, Commission and Youth Council Engagement

Boards, Commissions and the Youth Council may request a place on the agenda in advance of the meeting. The specific date shall be within three work session meetings and coordinated through the agenda preparation and review meeting.

D. Joint meetings

From time to time, Council may schedule joint meetings with bodies such as the School Board, Fire Commission, or neighboring City Councils.

4.9 Regular Business Meetings

A regular business meeting is a meeting convened on a regular series of dates (and at a time) stated in City ordinance. A regular or special meeting of the Council is primarily for the purpose of voting on the City's business, generally in the form of motions, resolutions or ordinances.

4.9.1 Schedule of Regular Business Meetings

Regular business meetings of the Council of the City of Lake Forest Park shall be held on the second and fourth Thursdays of each month, January through the second week of December each year. Regular business meetings shall be held at 7:00 p.m. at the City Hall Council Chambers, located at 17425 Ballinger Way N E, Lake Forest Park, Washington, 98155.

4.9.2 Public Comment

A business meeting typically includes public comment for a limited period of time stated in advance on the agenda, during which a member of the public may address the Council on any matter of public concern that the Council has purview, control or influence over (whether or not on the agenda) for up to three minutes. The actual time allowed for individual public comment shall be determined by the presiding officer and stated publicly at the beginning of the public comment period.

- A. Any member of the public wishing to address the Council will fill in the sign-in sheet provided for that purpose. Speakers must be recognized by the chair, come forward to the microphone and identify themselves by name and state the agenda item or topic they are addressing before proceeding. If the speaker makes disruptive, impertinent, slanderous or threatening remarks while addressing the Council shall be asked to leave the Council Chambers by the Mayor, or if the speaker is participating remotely, the Mayor will request the City Clerk to remove their permission to talk in the application. The speaker shall abide by the time limits established for the particular hearing or comment period. The Mayor shall announce this rule at the beginning of any meeting or hearing.
- B. Written comments may also be submitted by emailing the city clerk. These comments will be distributed to the whole Council. The City Administration will provide a written summary of all questions asked by citizens. The City Administrator or Mayor are responsible for providing a City response to the questions and will inform the Council of their follow-up actions.

4.9.3 Public Hearings

Public hearings required by State law shall be held before the Council, but legislative action shall not be taken during such a hearing. Public hearings may be scheduled during a regular meeting or a special meeting.

- A. The Chair shall open the hearing and state its subject, explain the rule governing public participation, limit the period for individual comments (3 to 5 minutes, depending on the subject), confirm the duration of the hearing, and, if necessary, arrange for continuation of the hearing. If appropriate, a City representative will provide background information, and then speakers will be recognized by the Chair in order according to the sign-in sheet. The public hearing typically occurs during a publicly noticed portion of a regular or special meeting of Council, where the time of the hearing has been stated in the prior public notice.
- B. The Council may request the Administration to respond to any question raised and not answered during the hearing.

4.9.4 Business Meeting Agendas

Proposed agendas shall state the date, time, and location of the Council meeting. Proposed agendas shall be delivered in electronic format to members of the Council no later than two days before the meeting date. The agenda will be posted at city hall, the Council Chambers and the library by 5:00 p.m. on the Friday preceding the meeting.

Updated agendas will be posted by 12:00 noon on the day of the meeting.

- A. Regular Meeting Agendas shall include:
 - 1. Call to Order: 7:00 p.m.
 - 2. Pledge of Allegiance
 - 3. Proclamations
 - 4. Adoption of Agenda

5. Public Hearings
 6. Presentations
 7. Public Comment
 8. Consent Calendar
 9. Final Confirmation
 10. Ordinances and Resolutions for Introduction/Referral
 11. Ordinances and Resolutions for Council Discussion
 12. Ordinances and Resolutions for Action
 13. Council Discussion and Action
 14. Council Committee Reports
 15. Council/Mayor/City Administrator Reports
 16. Other Business
 17. Executive Session
 18. Adjourn
 19. Future Schedule
- B. The Consent Calendar is used for Council action items that do not need further discussion at the Regular Business meeting either because they are routine, such as contract renewal, or have been thoroughly vetted as a function of the Work Session. Councilmembers may request that any item on the Consent Calendar be removed to Council Discussion and Action.
- C. Business items on the agenda shall be annotated with the expected work and action of the Council for that item at that meeting. There shall be a bold notice at the bottom of all agenda pages indicating that the council may take action on items not on the agenda or may take other actions on agenda items that are not annotated, as allowed by Washington State law and in the best interest of the City.
- D. Public Comments shall be held at or as close to the beginning of the meeting as possible. Public Comment may be moved to the beginning of the meeting at the discretion of the Council and Chair, particularly if there are a large number of citizens present.
- E. Each agenda item should be annotated with the requested Council action.
- F. Executive Sessions will be convened only for purposes allowed by the Open Public Meetings Act. The Mayor may convene Executive Sessions at any time during a Council meeting. The Mayor shall announce the general purpose of the session and the associated RCW reference, its anticipated duration, and if the Council may take action after returning to the regular meeting. The Mayor shall interrupt an Executive Session exceeding its announced duration and notify the public of an extension and its estimated duration. At the conclusion of the Executive Session, the Mayor shall reconvene the Council meeting and resume Council business. No action shall be taken in an Executive Session. Only those staff members whose presence is required for the topic currently under discussion should remain in the Council Chambers during an Executive Session.
- G. Confirmation Review may be placed at any time during the meeting.
- H. No less than five copies of proposed ordinances on the agenda shall be available to the public on the public information table before consideration of such ordinances by the Council during the meeting. Every effort shall be made to provide sufficient public copies in anticipation of the interest in specific issues at the meeting. A packet containing all ordinances will also be available electronically through the city's website.

4.9.5 Councilmember Requested Agenda Items

Members should notify the Deputy Mayor by noon on the preceding Tuesday of requested agenda items, particularly those requiring final action at the same meeting. These should only be items of an emergent nature.

4.9.6 Council's Business Meetings Will Be Efficient and Businesslike

The information exchange, review, deliberation, and vetting of issues during the prior Work Session enables Council business meetings to be expeditious. The Presiding Officer's role, especially at the business meeting, is to keep Council business focused and expeditious.

4.9.7 Inauguration

Prior to the end of November of odd numbered years, the Council shall set a day and time for the official City inauguration of newly elected officials, which shall occur prior to and apart from the first regular meeting. The inauguration purpose is a public celebration of community unity and pride in Lake Forest Park with the beginning of a new biennial period in the City's history.

4.9.8 Organizational Meeting

At the first regular meeting in January following an election, the Council shall begin the meeting with an organizational agenda as follows:

- A. Adoption of Governance Manual
- B. Election of Council Chair and Vice Chair
- C. Appointment of Committee Chairs and Vice Chairs

4.10 Goal Setting Retreats

A retreat is generally a Special Meeting called for the purpose of very informal discussion dealing with goals, objectives and guidelines for future activity of the organization. At a retreat, the Council may, for example, develop goals and objectives for its own organization for the year, consider priorities for the Council work plan, consider priorities and goals for the volunteer commissions, or set goals for the City.

These goals should be elements of annual performance evaluations. Although a detailed listing of the City's activity plan for a coming year may result from informal consensus, formal adoption should be made in a regular Council meeting by motion or resolution. Retreats are open to the public, but participation is limited to Councilmembers and others that are designated by the Council, such as a facilitator.

4.11 Public Meetings

The Council may organize other meetings with the public in various settings outside of City Hall, such as public forums, presentations to community organizations, town halls, and so on. In such settings, the meeting shall ideally include one or more Councilmembers and one or more members of the Administration.

4.11.1 Town Halls and other community forums

When major public policy development warrants, and after adequate preparation of issues and alternatives, from time to time, Council may schedule public forums to help develop a public consensus on the issues. The general procedure would be to provide basic information, to explore alternatives and options and to receive verbal and written public comments.

Article 5: COUNCIL DELIBERATIONS

5.1 Effective Decision-Making Requires Finality

Effective decision-making results in finality and “moving on.” The process for reconsideration is such that immediately following a vote, if a Councilmember feels she/he voted incorrectly, she/he may immediately request a revote, stating the reason. A revote will be taken upon a majority vote to approve by the Council, and such consent shall not be unreasonably withheld. The Council will generally not take another vote on a matter for the sake of prolonging the debate, unless significant events have transpired since the original vote.

5.2 Council Meeting Agendas Are Set by a Team

Agendas for Council Business Meetings and Work Sessions are routinely developed and refined by the Council Chair (Deputy Mayor), the Mayor, and City Administrator or designee. The agenda-setting team shall review the next three months’ meeting topics and coordinate other meetings to ensure staff work and public notices support the Council’s work schedule.

The Administration shall establish a 12-month prospective calendar of agenda items for Council Business Meetings and Work Sessions, which shall be reviewed in the Committee of the Whole quarterly. Councilmembers should inform the Council Chair with regard to topic requests for upcoming agendas. The agenda setting team shall make every effort to reasonably accommodate requests in a timely manner.

5.3 Council Actions

Council actions take the form of motions, resolutions and ordinances in accordance with Robert’s Rules of Order. All actions require a motion and a second for discussion and then a majority vote of a quorum of the Council for adoption.

5.3.1 Motion

Only Councilmembers may discuss a motion pending before the Council. Others may address the Council only at the request of a Councilmember with the consent of the Council.

An adopted motion is a form of action taken by the Council to direct that a specific course of action be taken or executed on behalf of the municipality. A motion is similar to a resolution, but is generally oral, much shorter and worded in a more informal manner than a resolution. An adopted motion is the administrative equivalent of a resolution.

5.3.2 Resolution

An adopted resolution is a statement of legislative policy or direction concerning matters of special or temporary character. Council action shall be taken by resolution when required by law or in those instances where a written expression of legislative policy that is lengthier or more meticulously worded than a motion is desired. While resolutions are often just a statement of policy, a resolution may also have the force of law (e.g., a resolution setting permit fees, or a resolution declaring certain City property to be surplus).

5.3.3 Ordinance

An enacted Ordinance is a local law (legislative act) prescribing general rules of conduct. Council action shall be taken by ordinance when required by law, or where prescribed conduct may be enforced by penalty. An ordinance is a legislative act within the City Council's law-making sphere, similar to the way in which a statute is a legislative act of the State Legislature. The general guiding principle is that actions relating to subjects of a permanent and general character are usually regarded as legislative and should be addressed through an ordinance, and those providing for subjects of a temporary and special character are regarded as administrative and should be addressed through a resolution.

5.3.4 Motion to "Lay on the Table"

The motion to "lay on the table" shall require that the main motion be brought back to the Council at that meeting immediately after the final action item or immediately after the City Administrator's report, whichever comes first. This motion shall not be used to end discussion on an item. The proper motion to end discussion is to either move the previous question or to move to postpone indefinitely or to a definite time. In the latter case, the item remains on the agenda for the next meeting.

5.3.5 Reconsideration-Mayor's Veto

The motion for reconsideration of an ordinance--Ordinance Veto Override--may be placed as the first item on the final action calendar at the next regular meeting or as an action item at a special meeting, following the filing of the Mayor's veto message. The motion may not be tabled or postponed. The Deputy Mayor will chair the meeting during this agenda item. The Mayor, if present, may have up to three minutes to address the Council. Council discussion on the motion will follow. At the conclusion of discussion, if any, the Deputy Mayor shall put the motion to a vote. Councilmembers present shall cast an "aye" or "nay" vote unless they are recused. The vetoed ordinance must receive five affirmative votes to be adopted. Fewer than five votes for the ordinance shall mean that the veto is sustained.

5.3.6 Dissents and Protests

Any Councilmember shall have the right to express dissent from, or protest, orally or in writing, any motion, resolution or ordinance of the Council and have the reason therefore entered or retained in the minutes.

5.3.7 Comprehensive Plan Amendment

Such an amendment is a legislative act in which the Council amends all or part of the Comprehensive Plan after the Planning Commission has deliberated, held public hearings and made recommendation(s) to the Council. The Council likewise holds a public hearing before passage.

5.3.8 Budget Adoption

The Council adopts or amends the budget document for the City on an annual or biennial basis. Although the budget is a maximum spending plan, it must be managed by the Mayor and City Administrator to operate within actual revenue received for each fund.

5.3.9 Capital Facilities Plan (CFP) Adoption or Amendment

The CFP is a 6-year capital facility and infrastructure development and financing plan that is required by the Growth Management Act, RCW 36.70A.070(3). It is required to be kept up to date on an annual basis, and may by law be amended outside the regular Comprehensive Plan update process if the amendment occurs concurrently with the adoption of the City's budget, RCW 36.70A.130(2)(a)(iv). It is done in Lake Forest Park as a companion to the budgeting process and establishes priorities for construction or replacement of capital facilities of the City. A full update is on a two-year cycle that coincides with the mid-biennial budget review. The biennial budget also includes any project additions or updates as needed, such as new projects for which grants have been received.

5.3.10 Quasi-judicial Ruling

A quasi-judicial ruling is an administrative ruling made by the Council, Hearing Examiner, or Planning Commission wherein the process and facts to be heard and judged are prescribed by regulatory laws or ordinances and, as such, are appealable to a higher authority or court of law. The role of the deciding authority is carried out as a legal duty in the manner prescribed by the facts and applicable laws or regulations. The deciding authority's role in this regard is separate from the more usual role of legislative preference, and Council and the Planning Commission should be mindful of this role on the limited occasions during which a quasi-judicial decision is before it.

5.3.11 Confirmation of City Officials

The following procedure shall apply to all confirmation proceedings:

- A. The Mayor will make nominations to the Council indicating the name and address of the nominee, commission or position of appointment, term expiration, and position number on the agenda for confirmation review.
- B. At the time of nomination, the Mayor will provide to each Councilmember a copy of the nominee's application and resume, and a letter from the nominee (if any).
- C. The confirmation agenda item at a regular meeting will be divided into two items:
 1. Confirmation Review; and
 2. Final Confirmation Calendar
- D. All nominees shall appear on the agenda for the first time for confirmation review preferably during study sessions. After completion of the review process, final confirmation of the nominee shall be placed on the Consent Calendar for final confirmation during the regular meeting. Upon consent of the Council, the nominee may be confirmed at the same meeting as the confirmation review.
- E. Confirmation review process shall include:
 1. Introduction of nominee by the Mayor.
 2. Three-minute statement by the nominee that should address the following issues:
 - a. Why does the nominee seek to serve the City as a commissioner or official?
 - b. What qualifications, skills, or abilities does the nominee bring to the commission or position?
 3. Questions from Councilmembers for the nominee.
- F. Final Confirmation Calendar: The list of nominees for final confirmation may be a separate addendum sheet to the regular agenda, provided it is posted with the agenda for the public. The entire list may be confirmed as part of the Consent Calendar, except any one Councilmember may remove any name from such a motion and that nominee shall thereafter be voted upon by separate motion.

- G. All nominees shall appear before the Council during confirmation review unless the nominee requests to be excused and such request is approved by the Council. An approved motion to suspend this rule and excuse the nominee from appearing shall allow the nominee to be scheduled for the final confirmation calendar. The confirmation review may be delayed no more than three consecutive meetings at the request of the Mayor, nominee or by majority consent of the Council.
- H. Final confirmation may be delayed for one regular meeting at the request of the nominee, the Mayor or by majority consent of the Council. The majority of the Council may approve a second delay. The nomination may be withdrawn prior to the call for the question for final confirmation. This action must be by the nominee in writing or verbally at a Council meeting or by the Mayor verbally at a Council meeting. Once a nomination is withdrawn, a subsequent nomination of the same individual must begin at the start of the process.
- I. Only Councilmembers and the Mayor may speak to a motion regarding final confirmation.

5.4 Voting

The votes during all meetings of the Council shall be transacted as follows:

- A. Unless otherwise provided by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call vote shall be taken and recorded by the City Clerk. The Presiding Officer shall determine the order of the roll call vote.
- B. In case of a tie vote on any proposal, the motion shall be considered lost. The Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
- C. Every Councilmember who was present for the meeting in person or remotely is eligible to vote. present for the meeting in person or remotely is eligible to vote. . If any Councilmember abstains (for example, due to a conflict of interest), the result shall be determined in accordance with Robert's Rules, which generally means that it shall be as if the individual who abstained from voting was not present for the vote.
- D. In the event that absences or abstentions reduce the number of voting councilmembers to five or fewer, it will be made clear whether a motion/ordinance requires a majority approval of those voting, or a majority approval of the total number of councilmembers.

5.5 Ordinance and Resolution Drafting Standard

A resolution shall be drafted using the same rules as an ordinance and shall be drafted as follows for consideration by the Council:

- A. The ordinance number shall be at the top, centered and in bold. On all pages the ordinance number shall be placed in the footer, on the same line as the page number, right justified.
- B. The title shall be centered below the number in bold, capitalized letters.
- C. A straight line shall be placed below the title.
- D. The body of the document shall use 0.6-inch margins on the top, right and bottom and 1-inch on the left. Indentation shall always be 5 spaces when used. Block justification should be used with continuous line numbering in the left-hand column. A line space should be used between paragraphs. Twelve-point font should be used.
- E. "Whereas" clauses shall be stated with only the first sentence indented and "Whereas" capitalized and in bold.
- F. The required ordaining clause is placed following the "Whereas" clause(s). The first sentence will be indented. The clause is in capitalized bold lettering.

- G. The section number and short title shall be bold lettering using sentence capitalization. The remaining section-amending or adding clause is to use normal lettering and capitalization. The words “new section,” when used, shall be stated in bold capital letters following the section number. The content section shall be at one indentation with hanging indentation after the section amending clauses.
- H. The words being deleted from law shall be struck through with a line. Words being added shall be underlined. Words being added in a “new section” shall be in regular type.
- I. Legislative history shall appear at the end of the ordinance, as follows:
 - 1. Introduced by: (must be a Councilmember or by Executive Request)
 - 2. Date Introduced:
 - 3. Date Work Session (first and last dates only):
 - 4. Date Redrafted (with Council-adopted amendments):
 - 5. Date Final Action:
 - 6. Date Posted:
 - 7. Date Published:
- J. All ordinances, except those adopting quasijudicial decisions, shall have an “Ordinance Information Summary.” This summary shall be formatted as the ordinance with the ordinance number and title immediately below the page heading of Ordinance Information Summary. The headings for the summary information will be: (1) Purpose; (2) Effect; (3) Estimated Financial Impact. The date and version shall be indicated at the end of the text of the summary. The summary should be updated upon adoption of major amendments to an ordinance.

5.6 Amendments to Ordinances and Resolutions

- A. Once an ordinance or resolution is introduced it may only be changed by action of the Council.
- B. A referral to the Ordinances and Resolutions calendar constitutes a main motion to adopt the ordinance. Amendments to an ordinance are in order during Ordinances and Resolutions. Adoption of the main motion (ordinance as amended) is in order only on the Council Action calendar.
- C. Amending the ordinance or resolution may be done in two ways: 1) line-by-line, etc., or 2) by striking the entire ordinance/resolution after the title and replacing it with another entire version (this is known as a striking amendment). Line-by-line method is normally in order prior to a striking amendment unless by consent of Council. If a striking amendment is approved, the ordinance/resolution is considered automatically engrossed upon approval of the striking motion.
- D. The format for line-by-line (can be section-by-section) amendments is the following:

Amendment to Ordinance XXX by Councilmember XXX

On page _____, line _____ after the word “_____” Strike “_____” and Insert “_____”

- E. Line numbering will be used on amendment pages.
- F. Words that will be struck will be typed exactly as presented in the ordinance. It is also proper to state: “Strike all language in this section and insert _____,” if appropriate. Insertions will be typed exactly as required in ordinance standards. Striking language is always stated before insertion.

- G. In order to simplify amendments, only one strike and one insert may be put together in one amendment paragraph. The above example is one amendment paragraph. More than one amendment paragraph may be listed on a page.
- H. Drafting and copying of amendments, resolutions or ordinances for the Council by City staff shall be provided only upon the request of a Councilmember, the Mayor or by formal commission or board action.

5.7 Appointment to Fill Council Vacancy

- A. The City Council, pursuant to RCW 35A.12.050 and RCW 42.12.070, is authorized to fill a vacancy on the City Council by appointing a qualified person to fill the vacant position. A Council position shall be considered vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. A Councilmember who is vacating his or her position may not participate in the appointment process. The position should be filled at the earliest opportunity, but no later than ninety (90) days from the vacancy occurring.
- B. The City Council shall ask the Mayor to direct City staff to begin the administrative processes needed to fill the vacancy as provided below:
 - 1. The City Clerk or designee ("City Clerk") shall advertise for the vacant Council position in the City's Official newspaper once each week for two consecutive weeks. Courtesy copies of the advertisement shall be provided to other local media outlets and current members of City commissions and task forces.
 - 2. The advertisement shall include the qualifications needed for appointment to the vacant Council position consistent with the requirements to hold public office in the City: be a registered voter of the City; and have at least one year of residency in the City. The advertisement shall include the time period to be served in the vacant position, a summary of Councilmember duties, salary information, the deadline for submitting an application, projected interview and appointment schedules as determined by the City Council, and such other information as the City Council deems appropriate.
 - 3. The City Clerk shall solicit input from all Councilmembers and prepare an application form. Applications shall be available at City Hall, the King County library located in the City, and other locations the City Council deems appropriate.
 - 4. Completed applications and supporting materials received from applicants by the deadline shall be electronically distributed by the City Clerk to the City Council within two business days of close of the application period.
 - 5. The City Clerk shall publish the required public notice for meetings at which Council will be interviewing applicants, deliberating, and voting to fill the vacancy. Interviews may take place at either a regularly scheduled business meeting of the Council or a special meeting of the Council Committee of the Whole.
 - 6. The City Clerk shall notify all applicants that the Council has decided to interview of the location, date and time of the interviews.
- C. The City Council shall use the following interview process for filling vacant Council positions:
 - 1. If the number of applications received by the deadlines is more than six (6), the Council may choose to interview less than all of the applicants. The decision regarding which applicants to interview shall be made by a vote of the Council.
 - 2. Prior to the interviews, the Council Chair shall accept one interview question from each Councilmember.
 - 3. The applicants' order of appearance for the interviews shall be determined by random drawing by the City Clerk prior to the meeting.
 - 4. Each interview shall last no longer than thirty (30) minutes, unless Council decides to reduce the allowed amount of time based on the number of applicants to be interviewed.

- a. The applicant shall have up to five minutes to present his or her credentials to the Council. (5 minutes)
 - b. The Council shall ask a predetermined set of questions to the applicants. Each applicant will be asked the same questions and will have up to two minutes to answer each question. (14-21 minutes)
 - c. After the predetermined questions, Councilmembers may ask and receive answer to miscellaneous questions from an applicant. (4- 11 minutes)
- D. The following shall govern the Council's process for voting on applicants to fill a vacant Council position:
- 1. Upon completion of the interviews, Council may convene an executive session to discuss the qualifications of the applicants interviewed pursuant to RCW 42.30.110(1)(h). All interviews, deliberations, and votes taken by the Council shall be in open public session.
 - 2. In open public session, the Council Chair shall call for motions from Councilmembers for the purpose of voting on an appointment to fill a vacant Council position.
 - 3. At any time during the appointment process, the City Council may postpone voting on the appointment if an affirmative majority vote has not been received for an applicant.
 - 4. Nothing in this policy shall prevent the Council from reconvening into executive session to further discuss applicant qualifications.
 - 5. The Council Chair shall declare the applicant receiving the affirmative majority vote as the new Councilmember who shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled Council meeting.

Article 6: THE EXECUTIVE BRANCH

6.1 Mayor

The Mayor shall be the chief executive and administrative officer of the City, in charge of all departments and employees, with authority to designate assistants and department heads. The Mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter. He or she shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of City government and all City interests (see RCW 35A.12.100). Other duties include:

- Faithful performance of contracts; bonds approved/disapproved; may file lawsuits (with Council confirmation);
- Make recommendations for Council consideration and action;
- Prepare and propose a budget; may veto ordinances passed by the Council; and
- Serve as the official and ceremonial head of the City and shall represent the City on ceremonial occasions.

6.2 City Administrator

The City Administrator is the chief operating officer for the City with administrative, executive and liaison functions under the direction and authority of the Mayor as chief executive officer. Duties, powers and responsibilities are: supervise, administer and coordinate the activities and functions of the various City offices and departments in carrying out the policies of the City Council, and administer and supervise the carrying out of the decisions, regulations and policies of the various City departments and commissions; regularly report to the Mayor and City Council concerning the status of all assignments, duties, projects and functions of the various City offices and departments; serve as personnel officer for the City, including, without necessary limitation:

- The hiring and discharging (subject to the approval of the Mayor) of all City employees except those employees and officers required by state law or City ordinance to be appointed by the Mayor or elected by the voters of the City, and subject to any applicable civil service laws, ordinances or regulations;
- Supervise all purchasing by the various City offices, departments and commissions;
- Supervise all expenditures by the various City offices, departments and commissions for the purpose of keeping the same within the limitations of the annual budget of the City;
- Assist the Mayor and City Council generally in conducting the City's business in all matters; and
- Perform such other duties and assume such other responsibilities as the Mayor or City Council may direct, and as by ordinances and resolutions of the City Council may be required. (See LFPMC 2.04).

6.2.1 Role of the City Administrator

The City Administrator shall attend all meetings of the City Council, unless excused by the Mayor. Under the direction of the Mayor, the City Administrator may recommend for adoption by the Council such measures as he/she may deem necessary or expedient, prepare and submit to the Council such reports or proposals as may be required by the body or as the City Administrator deems advisable to submit; keep the Council fully advised as to the business and finances of the City; and, when appropriate, shall take part in the Council's discussion on all matters concerning the welfare of the City. In the event that the City Administrator is unable to attend a Council meeting, the City Administrator, with the consent of the Mayor, shall appoint a key staff member to attend the meeting as the representative of City Administration.

During Council meetings, the Presiding Officer should rely on the City Administrator to introduce the administrative participation on agenda items and should offer opportunity for comment or recommendation of the City Administrator before final vote on important matters.

6.3 Communications to the Public are Essential

The Mayor and City Administrator shall be responsible for the City communications function, but important and/or controversial communications shall be promptly copied to Council and other responses sent to Council pursuant to Council rules of procedure.

The Mayor is responsible for accurately communicating Council legislative policies. Prior to a final policy decision by the Council, the Mayor may also express the Administration's view as regarding a specific legislative policy but must clearly identify the Administration's view as separate from Council's proposed policy. When a final policy decision has been made, the policy of the City shall be clearly communicated.

6.4 Professional Standards are Respected

Through its personnel handbook, the City of Lake Forest Park encourages its key employees to participate in professional and trade organizations. City leaders support professional government and respect the professional association standards and model documents.

6.5 Regular and Understandable Financial Reporting

The City's regular financial reports enable the Council and community to understand the City's financial condition, and are in harmony with accounting standards for governmental organizations, applicable law and municipal best practices, taking into account brevity, cogency, and clarity.

6.6 Mayor and Administration are Mindful of Risk Management

Mayor and Administration assure the Washington Cities Insurance Authority (WCIA) member compact is followed. There is an annual review of risk management with WCIA. The interlocal agreement for WCIA membership provides for WCIA settlement of claims and lawsuits in consultation with the member. The Council empowers the Mayor and City Administrator to represent the City in claims administration, and the Council should be consulted on major claims and lawsuits or settlements involving direct payment of City resources. The Council will not interfere with the claims adjudication process. The Council will conduct its business equally mindful of risk management.

6.7 Public Information is Enhanced by Audio, Video, and Website Access

The City will strive to make its proceedings as accessible to the public as possible within the budget and technology available. Video, audio and/or approved minutes of meetings are concise and are approved and posted online in as timely a manner as possible.

6.8 Correspondence

The Mayor and Council recognize the value of the City speaking with one voice and have agreed that, unless specifically otherwise determined, the Administration will prepare written responses to the public.

The Administration will make every reasonable effort to respond to all written correspondence addressed to the Mayor and Council and copy the Council within 14 days of receipt. Response to verbal testimony by the Administration will be at the specific request of the Council.

The City Administrator will report on correspondence from the Administration between Council meetings in their report. Copies of such responses should be provided to the Council in their next meeting packet.

In addition to an official response by the administration, individual Councilmembers are also welcome to respond to the public, so long as it is clear that their response does not represent the official position of the City.

6.9 City Clerk - Minutes - Public Information Access

The City Clerk shall adhere to the requirements of State law (RCW 35.23.121), and shall be the ex-officio Clerk-of-the-Council. The City Clerk shall keep minutes as required by law, and shall perform such other duties in the meeting as may be required by the Council, Presiding Officer or City Administrator. In the absence of the City Clerk, the City Clerk shall appoint a replacement to act as Clerk-of-the-Council. The Clerk-of-the-Council shall keep minutes, which identify the general discussion of the issue and complete detail of the official action or consensus reached, if any. The City Clerk shall make an audio recording of the proceedings of all public hearings, regular business meetings, study sessions and workshops, and quasi-judicial proceedings. The Clerk shall keep, and make available, an agenda and date for each video recording, which will facilitate location of the recorded proceedings. The video recordings shall be posted publicly on the City website, ideally within 48 hours after the meeting.

Article 7: PUBLIC PARTICIPATION IN CITY GOVERNMENT

7.1 Public Comment Period at Business Meetings

The agenda for Council Business Meetings shall generally include a period of time known as the Public Comment Period. Within that time period, any member of the public may be recognized by the Presiding Officer and may address the full Council on any public issue – whether or not on the agenda. Unless Council determines otherwise, the Public Comment Period at a Business Meeting is reserved for comments by the public, rather than responses from the Council or the Administration.

Public comment is limited to items listed on the agenda and/or items within the purview of the Council, e.g., speeding concerns or requesting street lights on a particular street.

7.2 Other Meetings with the Public Outside of City Hall

Work sessions, committee meetings and retreat meetings may provide opportunities for public comment. Opportunities for public comment will be noted on individual agendas.

7.3 Additional Avenues for Public Participation

Public process activities may also incorporate a range of tools such as press releases, newspaper columns, fact sheets, Q&As, etc., as described in the City's documents and guidelines pertaining to public participation in various projects and processes.

7.4 Commissions, Committees, and Boards

Lake Forest Park has adopted a volunteer commission system (detailed in LFPMC 2.22) that provides for appointed individuals to make policy, program, and budget recommendations in specific issue areas. The following Commissions, Committees, and Boards are currently established for public engagement and participation:

- A. Planning Commission
- B. Civil Service Commission
- C. Salary Commission
- D. Tree Board
- E. Parks and Recreation Board
- F. Climate Action Committee

7.4.1 Alternates for Commissions, Committees, and Boards

Recognizing the importance of the contributions of volunteers in our community, the Mayor shall interview and recommend to the City Council two alternates per commission, committee, or board, subject to the following conditions:

In the absence, resignation or expiration of term by a member of a commission, committee, or board member, an alternate, if able to be present, will become a voting member of the body. The seniority of the alternates is based upon their date of confirmation.

Article 8: RELATIONSHIP BETWEEN COUNCIL, MAYOR AND CITY ADMINISTRATOR, STAFF AND THE PUBLIC

Council sets public policy to be carried out by the Administration and establishes budgetary authority for departments and positions, and may determine the duties and compensation of each, but does not interfere with the Mayor's and the City Administrator's management of City employees or the setting of internal operating policy.

8.1 Council and Administration Roles and Responsibilities Differentiated

Leaders adhere to the separate and distinct public policy and management roles of the Council and Administration. Administrative policy and complaints are handled by the Mayor, City Administrator and Department Heads (RCW 35A.12.100); legislative policy is established by Council for enactment by City Administration (RCW 35A.11.020).

8.2 Performance-Driven Management

The Mayor reviews the City Administrator's performance annually. The City Administrator is responsible for performance reviews of subordinates.

8.3 City Attorney Is Legal Counsel to the City and Its Officials Collectively

The City Attorney is retained by the Mayor, subject to the confirmation by a majority of the City Council, and represents the City. In that capacity, they provide legal advice to the Mayor the Council, the City Administrator and staff to the extent their interests coincide with the City's.

8.4 Staff Communications Encouraged

Members of the Council are encouraged to interact with City staff designated by the administration for the purpose of gathering information, obtaining progress reports on policies and programs or providing information to staff relevant to their Council office. Councilmembers should avoid giving direction or advice to members of City staff.

Councilmembers should be mindful of limited resources, and understand that larger requests for information may require additional time to fulfill. City staff should provide their supervisor with the same information shared with the Councilmember. Should the information provided relate to an actionable item on an upcoming agenda, Councilmembers should share the information with the Council.

8.5 City Administrator – Interference by Councilmembers

As provided by RCW 35A.13.120, neither the Council, nor any of its committees or members, shall direct the appointment of any person to, or his or her removal from, office by the Mayor or any of his or her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Mayor and neither the Council nor any committee or member thereof shall give orders to any subordinate of the Mayor, either publicly or privately. The provisions of this section do not prohibit the Council, while in open session, from fully and freely discussing with the Mayor or the City Administrator anything pertaining to appointments and removals of City officers and employees and City affairs.

8.6 Complaints to Councilmembers

When performance complaints or complaints of non-action are made by members of the public about staff directly to an individual Councilmember or in a Council or committee meeting, the Council member or Council should then refer the matter directly to the Mayor for review and/or action. The individual Councilmember or the Council may request to be informed by the Administration of the action or response made to the complainant.

8.7 Administrative Complaints - "Best Practice"

Although public direct access to elected officials is to be encouraged to help develop public policy, City Councilmembers should not develop a "personal intervention" pattern in minor calls for service or administrative appeals which may actually delay a timely customer service response. The best policy is to get the member of the public into direct contact with the appropriate department or the City Administrator, unless an unsatisfactory result has occurred. In that case, refer to Section 8.6 above.

8.8 Staff Provides Adequate Information for Council Legislative Policy-Setting

Good information facilitates good decisions. Given the size of the City, the Council does not have its own separate research staff. Therefore, the Administration should assure that staff time is made available to the Council so that information provided to the Council is timely and sufficient for effective decision making.

- A. Information is adequate or sufficient when it provides a balanced background of the subject and gives the Council reasonable policy options and costs.
- B. Factual information requested by one member should be given to all members (within reason).
- C. Council will be notified in writing of delays in provision of information beyond one business meeting. This notification shall include a time line with regard to when and how a request will be handled.
- D. Subject to the foregoing, the Mayor, City Administrator and staff will work in good faith to respond to requests for information as thoroughly and as promptly as possible or refer the request to the Council for guidance.
- E. In the event that an information request is overly broad, the Mayor may request a narrowing of the scope of the request, and/or a reprioritization of current Council goals, which requires a majority vote of the Council.
- F. In addition to the foregoing procedures, each department head shall make a quarterly report to City Council on their department and outcomes of Council Legislation.

8.9 Public Documents Ensure Open And Transparent Government

The Council and Administration will adhere to laws on public access to documents.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date December 14, 2023

Originating Department City Council

Contact Person Tom French, Deputy Mayor

Title Extending the terms of Planning Commission Chair Maddy Larson and Planning Commission Vice Chair Lois Lee

Legislative History

- First Presentation December 14, 2023

Attachments:

1. None

Executive Summary

The current Planning Commission Chair and Vice Chair terms are scheduled to expire on February 28, 2024. With the city's current comprehensive plan update in 2024, it would be prudent to extend their terms to keep their knowledge of the comprehensive plan update and keep it on track for approval.

Background

Current Planning Commission Chair Maddy Larson is serving her second term, which is scheduled to expire on February 28, 2024. This would be Chair Larson's last allowed term on the Planning Commission.

Vice Chair Lois Lee's term is set to expire on February 28, 2024, but this is her first term, and is still eligible for a second full term.

With the work being done currently on the comprehensive plan update for 2024, it would be prudent to extend both terms to keep their knowledge on the Planning Commission. Commission Chair Larson's term could be extended for another 18 months and expire on August 28, 2025. Vice Chair Lee's could be extended for a full term, to expire on February 28, 2026.

The Council has the authority to extend a commissioner's term under Lake Forest Park Municipal Code 2.22.070 (D.):

D. Commissioners are limited to two consecutive full-term appointments, **except in extenuating circumstances where the city council finds it is in the best interest of the city to allow for reappointment for an additional term.** A one-year break in service must occur before a new appointment is made to the same commission after the expiration of any consecutive full-term appointments. If a commission seat is not filled by the first day of its term but is filled within 60 days of the term commencement date with confirmation of the council, the term shall be considered a full term for purposes of determining the term limit.

Both Commission Chair Larson and Vice Chair Lee have expressed interest in continuing to serve on the Planning Commission.

Fiscal & Policy Implications

Continuing the terms on the commissioners will keep the comprehensive plan on track for adoption in 2024.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the continuation of the terms of the Commissioners	The terms of the Commissioners will be extended.
<ul style="list-style-type: none">• Disapprove of the continuation of the terms	The terms will expire in 2024 and require a new commissioner appointment in February, 2024

Staff Recommendation

Extend Maddy Larson’s term on the Planning Commission to expire on August 28, 2025 (or alternatively February 28, 2026)

Extend Lois Lee’s term on the Planning Commission to expire on February 28, 2026

City Administrator Report
City of Lake Forest Park

Date: December 14, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

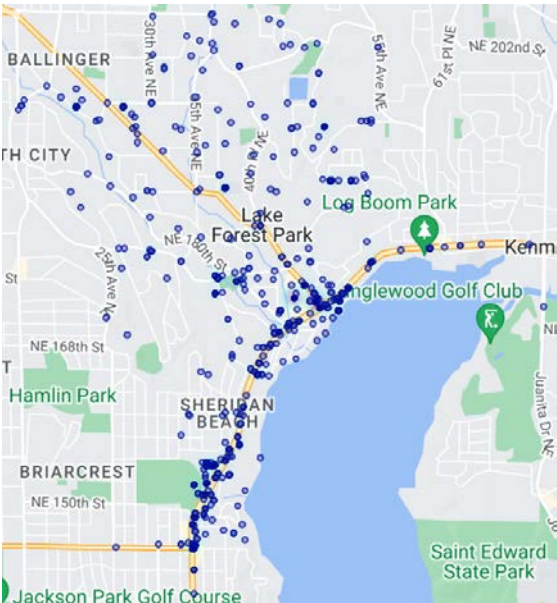
CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for

November 2023:
Each blue dot is an incident generated by dispatch or an officer. This map represents **XXX** incidents in **November**.

Traffic Events	226
Questionable Activity	56
Walk Through	56
Alarm	18
Theft	17
Traffic Collision	15
Welfare Check	11
Mental/Emotional	8
Disturbance	7
Noise Complaint	6
Violation of Order	5
MV Prowl	5

Notable Incidents:

Officers were dispatched to a subject who called 911 to report he had been driving drunk, crashed his car, and needed help getting his car “unstuck”. After failing field sobriety tests officers took the subject into custody for DUI and impounded his vehicle.

Over several days officers received multiple calls from a subject with severe mental health issues. The subject repeatedly called 911 making threats and attempting to report things that were not happening. The subject was referred to a crisis responder (RCR) for possible assistance. Subject has threatened to shoot officers in the past.

Officers responded to a welfare check request. The caller reported he was out of town and unable to reach her partner at home. The partner was reported to have a history of drug use and suicidal ideations. There were also 4 dogs inside the residence. Officers were able to observe a subject slumped over inside the residence, however they were unable to access the building due to the aggressive animals. The officers were able to see that the subject was obviously deceased. Animal control arrived and took custody of the dogs. The medical examiner determined the subject likely died from a drug overdose.

Officers were dispatched to a male subject walking down the middle of 178th yelling and blocking traffic. Officers located the described subject who was then walking on the sidewalk. The subject refused to stop and speak with officers.

Officers assisted the fire department with a subject at the Kidney Center who stated he had not taken his anti-psychotic medication and was hallucinating. The caller reported that the subject was also confused and combative. Officers stood by while the fire department assisted the subject.

Officers were dispatched to a shoplift report at Albertsons. Store employees reported a male subject stole a donut from the bakery case and a pack of powdered donuts from the aisle. The subject became angry when confronted after leaving the store without paying. When the officers arrived, the subject continued to yell that he had not stolen any donuts. Officers clearly observed a large amount of powdered sugar on the subject’s clothing. The subject was arrested for theft 3rd.

Officers responded to a strong-arm robbery at Taco Bell. A male subject drove up to the drive thru window, shoved the employee out of the way and grabbed the register. The victim was unable to provide a license plate or description.

Officers responded to an exposing at a condominium complex. The victim reported a male subject exposed himself to her outside her front window. The male (Amazon delivery driver) stated he did not see the subject observing him and he was only urinating. Case sent to prosecutor for review.

Subject called stating her family member was intoxicated, lying out on the front porch, and refusing to come inside. Officers arrived and were immediately cussed out by the extremely intoxicated subject. Aid was called to check on the subject and determine if she could stay home with her level of intoxication. The subject was cleared by aid and assisted into the residence by the officers she was then attempting to hug.

An employee at ARCO reported a male subject pulled a knife on him when told not to smoke on the property. The suspect fled prior to PD arrival. The employee did not want to press charges, only wanted the police to know.

Officers responded to three suspicious subjects at Ross. One suspect was observed attempting to shoplift, one subject was passed out after using narcotics and one subject was booked on a warrant. All subjects were trespassed from the mall property.

Officers received a call at approximately 6:30pm of a subject who had left the Lake Forest Bar & Grill after doing a "dine and dash." An employee later confirmed that a known suspect with a previous dine and dash history came to the business, then left after not paying an approximate \$50 charge. He was identified by the bartender as acting oddly and talking to himself. An officer conducted an area check and located the suspect inside Third Place Books after the suspect made threats to shoot employees with a firearm. As a precaution, the officer drew his duty handgun and requested assistance with a sergeant responding to the store. As both officers-maintained cover and contact with the suspect, the suspect made threats to get a gun and shoot the officers and staff. The suspect said he was going to leave and stood up. When the officers moved to make physical contact with the suspect to prevent flight to the main part of the store, the suspect was taken to the floor. The suspect began to actively resist, including drawing at least one hand under his torso and refusing to show it upon repeated commands to show it.

It took both LFP officers as well as three assisting Bothell PD officers to get the suspect into custody. Aid was requested to the station as a precaution, but the suspect cussed out the medics telling them they would die, including calling a female medic a "bitch". The suspect refused to identify himself and did not have an ID. He was later booked into KCJ for a felony charge for the harassment threats to kill. The suspect was later identified and found to have multiple warrants for his arrest, including a department of corrections escape warrant. The suspect was also identified as an officer safety flag due to a past event when he grabbed the gun on an officer during an arrest. Per the arresting officer, the suspect screamed racial slurs including the "N" word multiple times at the officer during the transport to KCJ.

That same shift, at 2:15 am, there was a call at 12 Degrees North regarding 8-10 people with guns, including a rifle. This started over a domestic incident, in which a threat of assault was made. This threat caused the involved male to call some friends for assistance, which caused several subjects to show up armed. One subject was wearing a gun belt with gun exposed (however, this is legal), he was also carrying a rifle which he pointed at 3 subjects (which is not legal). Another subject had a concealed gun without a permit (not legal) he also pulled his shirt

up and brandished it on others (not legal). Having only two of our LFP officers on duty, Bothell assisted by sending several officers. Eleven subjects were ultimately detained, two were arrested and booked.

Again, this same evening shift, at 4am (the 2 officers still working the above incident with the in-custodies) the Kushery (marijuana dispensary in the north end of city) was burglarized. The reporting party heard glass breaking and voices inside. Bothell officers backed us again. Turned out to be a good burglary but as the officers arrived, the suspect had just fled. They tried calling for K9 to track the subject but after contacting 6 agencies, none were available.

Albertsons staff observed three individuals entering, splitting up, and walked around the store. The manager witnessed them concealing items, prompting a call to the police. One subject, with an outstanding Mercer Island warrant, revealed felony convictions for residential burglary. Another initially gave a false name but later confessed to having a DOC Felony warrant, leading to his arrest for obstructing and drug possession. Notably, he was previously arrested for Organized Retail Theft on November 9th by Seattle PD. All three received Criminal Trespass Warning letters for the mall.

Two subjects were seen on video breaking the metal railing off the building and the glass on an exterior door to gain entry. The suspects had a backpack and stuffed as much merchandise as possible in the short time they were there. The inner security gate was not locked when the store employees closed the night before, which assisted the in the suspects gaining entry. AFIS processed the scene and evidence was collected for processing.

Police responded to a school lockdown triggered by an individual who entered Brookside Elementary School by tailing a parent through the main entrance, unbeknownst to the parent. School staff confronted the individual, who claimed to have a child at the school and provided a child and teacher's name. However, the provided names did not match any students or staff in the building. The situation escalated when the individual confessed his intention to harm the adult he had named. Subsequently, the individual exited the premises, returned to his vehicle, and departed. School staff immediately initiated a lockdown and called 911.

Despite the absence of visible weapons and no current evidence suggesting the individual possessed one, officers quickly arrived at the school and began a search of the campus and surrounding areas. All students and uninvolved staff were confirmed to be out of danger throughout the incident. Police maintained a presence at the school until the end of the school day, with extra patrols planned for the following day. Additional information revealed that the subject was experiencing mental or emotional distress and is seeking an individual associated with a massage clinic who owns a red vehicle. The detectives are collaborating with the Shoreline School District to obtain potential video footage. Officers and detectives will continue to follow up on any leads or information gathered in this ongoing investigation.

Public Works Department

Buidling permits for November were slightly lower than previous years. Year to date we remain close to last year's overall totals.

Nov-23		
Permit Type	Issued	Fees
New Single Family Home	0	\$0.00
New Multi-Family Home	0	\$0.00
Alteration, Remodel, Addition	7	\$7,824.31
Mechanical	26	\$5,324.55
Plumbing	7	\$2,039.40
Right of Way	6	\$2,999.70
Sewer	3	\$684.95
Clear & Grading	0	\$0.00
<i>Sound Transit ROWs - 0 permits - \$0</i>		
Total	49	\$18,872.91

A total of 90 heat pumps have been installed this year, and 12 solar installations were completed.

New Hire: Beginning Monday, December 11, Katie Phillips will be our new Project Manager. Katie has an engineering degree along with a variety of other varied work experience to bring to the city. Her focus will be navigating the NPDES (stormwater) Permit and assisting with our Capital Improvement Projects.

During a recent weather event, our Public Works crews removed woody debris from McAleer Creek.



Community



On December 7, Chabad of North Seattle hosted the inaugural Grand Menorah Lighting at the Town Center. The community came together to celebrate themes of light, miracles, and unity. Attendees enjoyed complimentary traditional donuts, music, and various activities at this free event. The Chabad and Rabbi expressed gratitude for the presence of the police department at the celebration. Officers actively interacted with the crowd,

distributing badge stickers to enthusiastic children who eagerly adorned them.





Development Director, Mark Hofman. Mark comes to the city with nearly 24 years experience. He will oversee the Planning, Building and Arborist functions. His first day is January 8, 2024.

- The draft Tree Inventory was presented to the Tree Board at their November meeting. The consultant team is working on final edits as recommended/requested by the Tree Board and the final report will be presented to the City Council in early 2024.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

Eight agreements were administratively approved during the reporting period: AG-23-067, term extension letter for Professional Services Agreement with Urban Forestry Services/Bartlett Tree for Certified Arborist Review Support; AG-23-068, Amendment 6 to Memorandum of Agreement with WA State Department of Corrections for Community Restitution; AG-23-071, Amendment 1 to Service Agreement for Court Currency Pickup (adds City Hall); AG-23-072, term extension letter for Professional Services Agreement with Gray & Osborne, Inc., for Design Replacement for Culverts L80 and L90; AG-23-073, term extension letter for Professional Services Agreement with Transportation Solutions, Inc., for Design of a Roundabout for SR 104/40th Place NE; AG-23-074, term extension letter for Professional Services Agreement with Gray & Osborne, Inc., for 35th Avenue NE Drainage Project; AG-23-075, term extension letter for Professional Services Agreement with Transpo Group USA, Inc., for Professional Services Agreement for Safe Speed Study; AG-23-076, In-person Parliamentary Training by Ann Macfarlane/Jurassic Parliament.

Lakefront Park Property Updates and Overview

Overview of the past month includes progress of feedback analysis and interpretation, design programming, and development of concept alternatives. Interpretive plan has been completed. Survey, arborist review, and cultural resource studies are close to completion. Presentation of design alternatives will take place at the Parks and Recreation Advisory Board January 23 meeting. After the Parks Board makes their recommendation, an open house will take place mid-February for full community input on alternatives.

VI. Legislative Update

- The Legislative Steering Committee will be meeting with the city's state delegation on December 13 to discuss legislative priorities and the upcoming session.

VII. Community Events**You're invited to the grand opening of the Shoreline Tool Library on Saturday, January 6 from 9 a.m.-noon.**

The Cities of Shoreline and Lake Forest Park have teamed up with nonprofit Seattle REconomy to create the **Shoreline Tool Library (tool library)**, which is like a book library but for tools and other useful items. Located at the Evergreen RV building (16610 Aurora Ave N), the library offers everything you don't want to buy or store: pressure washers, power tools, catering supplies, table, chairs, party tents, lawn mowers, board games, seeds, toys and thousands of other items. The tool library also offers discounted used building supplies such as lumber, flooring, hardware, and painting supplies as well as classes on topics like sewing basics, intro to power tools, and general home maintenance.

Learn more at www.SeattleREconomy.org or stop by the tool library during open hours (Monday, Wednesday, and Friday from 5-8 p.m., and Saturdays from 9 a.m.-noon) starting January 6.

Winter Porch Light Parade

All month long, experience the magic of lights this holiday season across four cities.

Check out homes and businesses in Lake Forest Park, Bothell, Kenmore, and Shoreline that have gone all out this holiday season with light displays. This self-guided tour of lights is the perfect outing to enjoy with your family or friends from the convenience of your car.

To plan your route, find more information, or register, go to: bit.ly/winterporchlightparade



VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

CANCELED City Council Budget & Finance Committee Meeting (hybrid meeting)
December 21, 2023, 6:00 PM - 7:30 PM

CANCELED - Parks and Recreation Advisory Board Meeting (hybrid meeting)
December 26, 2023, 7:00 PM

[Climate Action Committee Meeting \(hybrid meeting\)](#)
January 2, 2024, 7:00 PM

Please note: 2024 meetings will be added to the website calendar within the next two weeks.