

CITY OF LAKE FOREST PARK CITY COUNCIL WORK SESSION

Thursday, September 12, 2024 at 6:00 PM

Meeting Location: In Person and Virtual / Zoom 17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

Join Zoom Webinar: https://us06web.zoom.us/j/82939518103
Call into Webinar: 253-215-8782 | Webinar ID: 829 3951 8103

Public Comment is not taken during the Work Session.

As allowed by law, the Council may add items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at www.cityoflfp.gov.

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

AGENDA

- 1. CALL TO ORDER: 6:00 PM
- 2. ADOPTION OF AGENDA
- 3. COUNCIL DISCUSSION TOPICS
 - A. Police Pursuit Policy
 - B. Resolution 24-1963/Authorizing the Mayor to sign an Agreement for Consultant Services with Cascadia Consulting Group, Inc. for Climate Planning Support
 - C. Continued discussion regarding Multimodal Healthy Streets Pilot Proposal

4. ADJOURN

FUTURE SCHEDULE

- Thursday, September 12, 2024 7:00 p.m. City Council Regular Meeting *hybrid meeting (City Hall and Zoom)*
- Thursday, September 19, 2024 6:00 p.m. City Council Budget & Finance Committee Meeting *hybrid meeting (City Hall and Zoom)*

- Monday, September 23, 2024 6:00 p.m. Committee of the Whole Meeting *hybrid meeting (City Hall and Zoom)*
- Thursday, September 26, 2024 6:00 p.m. City Council Special Work Session *hybrid meeting (City Hall and Zoom)*
- Thursday, September 26, 2024 7:00 p.m. City Council Regular Meeting *hybrid meeting (City Hall and Zoom)*
- Monday, September 30, 2024 6:00 p.m. City Council Special Meeting *hybrid meeting (City Hall and Zoom)*

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 12, 2024

Originating Department Community Development Department

Contact Person Mark Hofman, AICP, Community Development Director

Title Resolution 24-1963/Authorizing the Mayor to sign an Agreement for

Consultant Services with Cascadia Consulting Group, Inc. for Climate

Planning Support

Legislative History

First Presentation
 September 12, 2024, City Council Work Session

Second Presentation
 September 12, 2024, Regular City Council Meeting

Attachments:

- 1. Resolution 24-1963 authorizing the Mayor to sign an Agreement for Consulting Services with Cascadia Consulting Group, Inc. for Climate Planning Support.
- 2. Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for Climate Planning Support, including Exhibit A- Scope of Work, Climate Element with Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element.
- 3. Cascadia Consulting Group, Inc. Statement of Qualifications, dated May 14, 2024.
- 4. Washington State Department of Commerce, Growth Management Services, Climate Planning Grant Interagency Agreement with the City of Lake Forest Park, Contract No. 24-63610-213 dated April 15, 2024.

Executive Summary

In May 2024, City staff solicited for consultant Statement of Qualifications (SOQ) for climate planning consulting support services to assist with performing the scope of work in the approved Interagency Agreement (Attachment 4) with the Washington State Department of Commerce, Growth Management Services, to amend the city's Comprehensive Plan to include a stand-alone Climate Element, with Greenhouse Gas Emissions Reduction and Climate Resilience Sub Elements.

The selection committee for the solicited SOQ comprised City Councilmember Furutani, Environmental and Sustainability Specialist Roche, and Community Development Director Hofman. The city received a total of seven responsive, qualified SOQ submittals and the committee selected four of those for interview/presentations in July. The committee's consensus was to recommend Cascadia Consulting Group, Inc. to the Mayor and Council for these services. City staff recommends contracting Cascadia Consulting Group, Inc. to complete the Climate Planning scope of work. The total contract (Attachment 2) for the work is not to exceed \$422,617.00.

Background

The city has been awarded a grant by the Washington State Department of Commerce in an amount not to exceed \$500,000 to assist with the climate planning policies and development regulations work needed to comply with the climate planning requirements of legislation passed in 2023 (HB 1181). The legislation adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements.

This climate planning work is distinct and separate from the ongoing periodic update of the Comprehensive Plan, due by December 2024. Under GMA, Lake Forest Park is required to complete the climate planning work by 2029. However, due to grant funding award and opportunity, Lake Forest Park can move forward its obligation and begin the climate planning work at this time, through June 2025. The funds provided by this grant will complement the city's limited funds available for this effort in the Community Development Department professional services budget. The grant is effective from the date of execution through June 30, 2025, on a reimbursement basis.

The Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for climate planning support will provide staff with the additional consulting services needed to complete the required planning work. As part of the climate planning policies and development regulations update, several required deliverables were identified that fit within the timeline of the grant. Included in the scope of work for the grant, and now covered within the scope of work in the Professional Services Agreement, are:

- Form a Climate Policy Advisory Team and engagement strategy that supports environmental justice;
- Explore climate impacts, identify community assets, and consider environmental justice;
- Audit existing plans and policies for climate gaps and opportunities;
- Assess vulnerability and risk;
- Pursue pathways to adapt/expand existing goals and identify policy co-benefits;
- Gather local greenhouse gas (GHG) emission and planning data;
- Inventory and estimate GHG emissions;
- Perform a vehicle mile travel (VMT) study;
- Establish emission reduction targets;
- Produce a final review draft of a climate element with resilience and greenhouse gas emissions goals and policies.

Fiscal & Policy Implications

The Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for climate planning support will be completed on a time and materials basis, not to exceed \$422,617.00. The Climate Planning work is separate and distinct from the periodic update scope of work under way. The City's adopted/amended budget includes the Climate Planning support effort in Planning Department Professional Services.

Alternatives

Options	Results					
 Authorize the Mayor to sign the agreement for consultant services with Cascadia Consulting Group, Inc. 	The consultant will work with the city to complete the Climate Planning scope of work prior to the June 2025 deadline, supported by the \$500,000 grant.					
Do not authorize the Mayor to sign the agreement for consultant services with Cascadia Consulting Group, Inc.	The city will not contract with the consultant to complete the Climate Planning scope of work prior to the June 2025 deadline.					

Staff Recommendation

Following a review of the attached documents, staff recommends that the Council pass Resolution 24-1963, authorizing the Mayor to sign the Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for climate planning support.

RESOLUTION NO. 24-1963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK AND CASCADIA CONSULTING GROUP, INC. FOR CLIMATE PLANNING SUPPORT

WHEREAS, under the Growth Management Act (GMA), the City of Lake Forest Park is required to perform a periodic update of its comprehensive plan by the end of 2024; and

WHEREAS, separate but related to the effort for the periodic update of the Comprehensive Plan, the City of Lake Forest Park is required to comply with the additional climate planning requirements of WA State legislation passed in 2023 (HB 1181). The legislation adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements; and

WHEREAS, to assist with the climate planning policies and development regulations work needed to comply with GMA legislation, the State Legislature has provided essential funding available to local jurisdictions to help offset the burden and cost of compliance; and

WHEREAS, the Washington State Department of Commerce has awarded, and the City has accepted, a grant of \$500,000 to assist with climate planning comprehensive plan policies and development regulations as required by the GMA; and

WHEREAS, in May 2024, City staff solicited for consultant Statement of Qualifications (SOQ) for climate planning consulting support services to assist with performing the scope of work in the approved Interagency Agreement with the Washington State Department of Commerce, Growth Management Services, to amend the city's Comprehensive Plan to include a stand-alone Climate Element, with Greenhouse Gas Emissions Reduction and Climate Resilience Sub Elements: and

WHEREAS, a selection committee consisting of a Councilmember, the City's Environmental and Sustainability Specialist, and the Community Development Director recommended Cascadia Consulting Group, Inc. to assist with completing the climate planning policies and development regulations work needed to comply with GMA legislation.

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

<u>Section 1. AGREEMENT</u>. Authorizes the Mayor to sign the Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for Climate Planning Support, included herein as Attachment 1, including Exhibit A-Scope of Work, Climate Element with Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element.

<u>Section 2. CORRECTIONS.</u> 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 12th day of September, 2024.

	APPROVED:	
	Tom French Mayor	
ATTEST/AUTHENTICATED:		
Matthew McLean City Clerk	-	
FII ED WITH THE CITY CLERK:		

FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: RESOLUTION NO.: 24-1963

and

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT Agreement Title: Consultant Services with Cascadia Consulting Group, Inc. for Climate Planning Support

THIS AGREEMENT made and entered into by and between the CITY OF LAKE FOREST PARK, a Washington municipal corporation (the "City"), and Cascadia Consulting Group, Inc. (the "Consultant"), a Washington corporation, dated this XX day of September, 2024.

Consultant Business: Cascadia Consulting Group Inc.

Consultant Address: 1109 First Avenue, Suite 400. Seattle, WA, 98101

Consultant Phone: (206) 343-9759

Contact Name: Gretchen Muller and Alexandra Doty

Consultant e-mail: gretchen@cascadiaconsulting.com

adoty@cascadiaconsulting.com

Federal Employee ID No.: 911589555

Authorized City Representative Mark Hofman, Community Development Director

for this contract:

WHEREAS, the City desires to develop a greenhouse gas emissions reduction sub-element and climate resilience sub-element to the comprehensive plan, as directed by Department of Commerce 2023-2025 Climate Planning Grant; and

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

WHEREAS, the City finds that Cascadia Consulting Group, Inc. is qualified and experienced in developing greenhouse gas emissions reductions sub-elements and climate resilience sub-elements to comprehensive plans.

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for Climate Planning Support ("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 Gretchen Muller and Alexandra Doty. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 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 four hundred twenty two thousand six hundred and seventeen dollars (\$422,617) as shown on Exhibit A, Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element Scope of Work, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

- B. Consultant shall be paid in such amounts and in such manner as described in Exhibit 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 ap@cityoflfp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.
- **4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk. Subject to the City's rights in the deliverables, any pre-existing work product, trade secrets, know-how, methodologies, and processes related to Consultant's services shall remain the sole and exclusive property of Consultant, and Consultant shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Consultant Materials"). If, in the course of Consultant's engagement with the City, Consultant uses, provides, or incorporates into any deliverables or work any Consultant Materials, Consultant will grant the City a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. The Consultant shall be paid or reimbursed for all hours

satisfactorily worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

- **6. Assignment of Contract Subcontractors**. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.
- **7. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, caused by the negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

Limitation of Liability: Neither party shall be liable for any special, indirect, consequential (including, without limitation, lost profits), incidental, exemplary, or punitive damages arising out of or relating to this Agreement or any work order, however caused and under any theory of liability, even if such party has been advised of the possibility of such damages. Consultant's total liability for damages arising out of any cause whatsoever related to this Agreement or any work order (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) will be limited to the total price paid to consultant for the work giving rise to the liability.

- A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.
- B. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:
 - 1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 2. <u>Commercial General Liability</u> insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using a form acceptable to the City.

- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.
- C. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
 - 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. <u>Professional Liability</u> insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - F. Verification of Coverage.

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. Public Entity Full Availability of Consultant Limits.

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

- **9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.
- **10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.
- **11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.
- **12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.
- 13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.
- **14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- **15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
- **16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.
- 17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and voice, 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: Mark Hofman 17425 Ballinger Way NE Lake Forest Park, WA 98155

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

Cascadia Consulting Group, Inc.

1109 First Ave, Suite 400

Seattle, WA 98101

Attn: Gretchen Muller and Alexandra Doty

- **19. Venue**. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.
- **20. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF LAKE FOREST PARK WASHINGTON	CASCADIA CONSULTING GROUP, INC.
By:	Ву
, Mayor	Typed/Printed Name:
Date	Its
ATTEST:	
Matthew McLean, City Clerk Date:	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	—
Date:	

Exhibit A: Scope of Work

Climate Element with Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element

Scope Details

Task 1. Project Management (Commerce Grant Section 2)

The overall project is anticipated to occur over an approximately 18-month period and be completed by December 2025. The Consultant will provide management, coordination, and direction to the project team and subconsultants for completing the project on time and on budget. This task includes providing assistance in the day-to-day management and decision-making for the project. The Consultant will prepare and administer subconsultant contracts and will track project costs and budgets on a monthly basis.

Kickoff Meeting

The Consultant team led by Cascadia Consulting Group ("Cascadia") and supported by SCJ Alliance and Fehr & Peers will convene an initial kick-off meeting with City staff to better understand the City's related efforts to date, explore the vision for this Climate Element, and begin outlining a detailed project roadmap. During this meeting, we will discuss ultimate project goals and outcomes (e.g., "what will success look like?"); strategies to dovetail this project with other City initiatives, including the Comprehensive Plan update and Climate Action Plan; engagement goals, activities, and lessons learned; the Climate Policy Advisory Team; opportunities to incorporate equity; and client/consulting team roles, responsibilities, and expectations, including logistics and timeline. We will capture these elements in a project workplan and detailed timeline of the entire planning process and submit both to the City for review and approval.

Ongoing Project Management and Coordination

The Consultant (Cascadia) will provide monthly progress reports and invoices to the City that review the budget, status of tasks, project schedule, upcoming work, and issues that need to be resolved. The Consultant Project Manager (PM) and/or Deputy Project Manager (DPM) and City Project Manager will also hold biweekly check-in meetings to support project momentum, identify early issues needing attention, and address concerns as they arise. Other team members may be invited to participate in the check-in meetings on an as-needed basis. The Consultant will coordinate all subconsultant activities including monthly invoices, progress reports, and deliverables.

Assumptions

- Timeline:
 - Kickoff in September 2024 (timelines of all tasks will be adjusted based on kickoff date)
 - Workplan and timeline in September 2024
 - Ongoing project management and coordination throughout the project until December 2025
- One 1-1.5-hour kickoff meeting

- One round of City review and consultant edits on the project workplan and detailed timeline
- City team will coordinate invitations and logistics of kickoff attendees from the City
- Biweekly check-in meetings will be 30 minutes in length.

Deliverables

- Kickoff meeting agenda, attendance and facilitation, and summary notes in email
- Monthly invoices and progress reports
- Biweekly check-in agendas, meeting attendance and facilitation, and summary notes in email
- Project workplan and detailed timeline

Task 2. Climate Policy Advisory Team and Engagement Strategy (Commerce Grant Sec. 2)

Support the Climate Policy Advisory Team: Drawing from the initial conversation during the kick-off meeting, and in consultation with City staff, the Consultant will work with City staff to formally establish the Climate Policy Advisory Team (CPAT) with selected members, including defining roles and responsibilities and clear engagement touchpoints. We will confirm CPAT responsibilities, a framework for decision-making, and a project charter during the first CPAT meeting. The Consultant team will provide climate data and plan information and facilitate discussions on key plan elements. For each meeting, our team's services will include:

- **Preparation:** We will develop an agenda and a discussion guide with clear CPAT decision points and input opportunities.
- **Meeting logistics:** We will lead in-person, hybrid, and virtual meeting management and equipment.
- **Agendas and facilitation:** Our approach includes having a clear agenda, staying on time, and building in opportunities to explore new questions that may surface. Having neutral facilitators and technical experts ensures meeting agendas run smoothly and we can address any issues that arise (e.g., specific technical questions).
- **Meeting documentation:** We will provide succinct summaries after each meeting that include discussion points and key takeaways.
- **Offline collaboration:** We will work with participants between full-group meetings to address plan elements that did not have support and develop materials for collaboration between meetings (e.g., fact sheets, ranking worksheets).

Establish Public Engagement Strategy: The Consultant team will draw from the kick-off meeting discussion to draft an Engagement Strategy including a "Community Snapshot" of key demographics; a description of engagement goals; key audiences such as City staff, the CPAT, the Climate Action Committee, and local community-based organizations; roles and approaches; detailed methods including specific events and outcomes; an equity strategy; and key performance indicators for evaluating engagement success. We will build on our experience working with communities in and around Lake Forest Park to identify priority audiences and effective engagement strategies. The Engagement Strategy will also outline the CPAT work plan. Cascadia will work with SCJ Alliance to synchronize Climate Element engagement activities with engagement for the broader Comprehensive Plan update to ensure alignment, improve

efficiency, and avoid participant burnout. While the final package of engagement activities will be decided in coordination with the City team in the development of the Engagement Strategy, activities may include:

- **Regular meetings with the CPAT (bimonthly)** at key points in the planning process where their input will be most valuable—such as ground-truthing climate impacts, prioritizing strategies, and reviewing the draft Climate Element. Our budget assumes planning and facilitation of up to seven (7) 2-hr CPAT meetings.
- Presentations at City Council and Planning Commission meetings to present draft strategies, gather feedback, and build support for adoption early in the planning process. Our budget assumes planning and presentation at up to 4 total meetings with City Council or Planning Commission.
- Broad public meetings and/or focus groups with specific stakeholders. Open public meetings serve as an opportunity to raise awareness and gather feedback on priorities, concerns, action ideas, and implementation considerations at key points in the planning process. Alternatively, focus groups with underrepresented and vulnerable communities or key implementation partners allow for more in-depth, personal conversations on specific topics, areas of concern, or priorities. We will track engagement closely and work with the City to determine gaps in engagement and which approach will be most helpful in filling those gaps. Our budget assumes planning and facilitation of one public open house and up to five (5) 1-hr focus groups or stakeholder interviews.
- A communitywide survey to gather broad input from as many Lake Forest Park residents as possible, including those interested in the planning process who are unable to attend in-person events. The survey would be short and direct, focused on encouraging general community input on the development of the Climate Element in support of the comprehensive plan. We will work City staff to confirm whether the survey should be included as part of the engagement plan.
- A project page on the City's website that outlines the Climate Element planning process and provides key updates and opportunities for public involvement. Our budget assumes up to 15 hours for Cascadia to develop key text and content for the City to review and publish.
- An **online sharing platform** (e.g., Konveio, Consider.it, Social Pinpoint, or other platform to be confirmed) for facilitating public input on the draft Climate Element. Our budget assumes use of one of these platforms for sharing and soliciting input on the draft Climate Element.

Assumptions

- Timeline:
 - o Draft Climate Element Engagement Strategy in September 2024
 - Final Climate Element Engagement Strategy in October 2024
 - Timeline for engagement activities will be specified in final Climate Element Engagement Strategy.
- The City has already identified CPAT members and confirmed with City Council.

- City staff will confirm and launch CPAT. Consultant team will plan and facilitate up to 7 bimonthly CPAT meetings that will be up to 2 hours in length.
- Engagement Strategy will specify activities and roles that can be accommodated within the planned budget will be finalized in the Engagement Strategy in collaboration with City staff.
- One round of City review and consultant edits on Engagement Strategy.
- Consultant will implement Engagement Strategy (more details and assumptions, including City's role in activities, will be specified in engagement strategy).
 - City staff will support Engagement Strategy implementation in accordance with final Engagement Strategy.
 - The budget will support travel for any in-person events/engagement for up to 7 staff over the course of the project.

Deliverables

- CPAT meeting agendas, materials, and meeting summaries (Supportive of Commerce Grant Deliverable 1)
- Draft and final Engagement Strategy, detailing activities included (Supportive of Commerce Grant Deliverable 1)
- Implementation of Engagement Strategy—current budget assumes:
 - Seven (7) 2-hr CPAT meetings, with Consultant providing one facilitator and one notetaker
 - Up to four (4) meetings with City Council or Planning Commission, with attendance by up to two Consultant staff
 - One (1) climate-focused public meeting
 - o Up to five (5) 1-hr climate-focused stakeholder interviews / focus groups
 - o One (1) climate-focused communitywide survey
 - One public comment management process to solicit input on the draft Climate Element

Task 3. Plan and Policy Audit (Commerce Grant Section 3, Step 2)

Review Existing Plans for Climate Gaps and Opportunities: To better understand and to characterize Lake Forest Park's current climate policy context, we will complete an audit of existing plans, policies, and regulations including the following: City of Lake Forest Park Comprehensive Plan, Shoreline Master Program, Lake Forest Park Hazard Mitigation Plan, and the Lake Forest Park Climate Action Plan. This initial list will be vetted by City Staff and the CPAT. The Consultant will also draw on recent work supporting updates to the City's CAP. The Consultant will complete the plan and policy audit in alignment with the Commerce guidance and templates.

It will be important to hear from staff that work across departments to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations; to that end, we will conduct interviews and meetings to augment our review. We will organize the review into a **comprehensive climate policy database** and summarize in a **Policy Gap and Opportunity Analysis memorandum**. The database and report will also collate key climate resilience considerations that existing measures address. The

database and report will be used to **identify policy trends and gaps in existing policies** and will include policy recommendations for the Climate Element.

Assumptions

- Timeline:
 - Review of plans, interviews, and draft memo in November 2024
 - o Final memo in December 2024
- Review of up to six (6) City planning documents
- Up to six (6) 1-hour interviews with key City staff
- City team will review and approve final list of documents to review
- One round of City review and consultant edits on memo
- Final memo of up to 15 pages

Deliverables

- Climate policy database in Excel (Supportive of Commerce Grant Deliverable 3)
- Draft and final Policy Gap and Opportunity Analysis Memorandum (Supportive of Commerce Grant Deliverable 3)

Task 4. Explore Climate Impacts (Commerce Grant Section 3, Step 1)

We will identify current and projected climate impacts across priority community assets and hazards. This will help determine priority sectors and approach for a more detailed and robust climate vulnerability and risk assessment (Task 5).

Identify Community Assets and Explore Hazards on Changes in Climate: Consistent with changes in the GMA (RCW 36.70A.070) and the Department of Commerce's Climate Element Planning Guidance, we will assess climate change impacts on key physical, social, and environmental assets, pulling from relevant plans, policies, and other resources. Drawing from our extensive experience working with jurisdictions to identify and evaluate climate impacts and hazards, our team will use the best available science and credible resources to identify observed and projected climate trends relevant to Lake Forest Park, focusing on stormwater flooding and slope stability, heat events, wildfire, smoke, drought, and other climate-related risks. We anticipate using resources from the University of Washington Climate Impacts Group and other sources, including Climate Mapping for a Resilient Washington, Northwest Climate Assessment Report, the National Climate Assessment, and other relevant studies and datasets.

Pair Assets and Hazards & Identify Priority Climate Hazards: We evaluate community assets (e.g., roads and bridges, critical infrastructure, etc.) with anticipated climate impact(s) and summarize our findings in a Climate Impacts memo in support of the Climate Element Workbook. Accompanying each asset-hazard set, we will identify climate impacts specific to the City of Lake Forest Park, assess exposure, consider any non-climate stressors, and summarize past, current, or projected consequences of the climate impacts to specific sectors (such as public health). Following the completion of the Climate Workbook asset and hazard pairing page, we will identify all hazards that are relevant to the City and justify the inclusion or exclusion of each specific hazard.

Determine Next Steps: We will present these findings to the City and the CPAT before beginning the full vulnerability assessment (Task 5). Vulnerability assessments build on the impacts assessment by identifying **key climate impacts on community infrastructure** while assessing **exposure**, **sensitivity**, **and adaptive capacity**. They provide a more robust picture of

climate impacts on which we can begin building specific climate policies for the Climate Resilience Sub-Element.

Assumptions

- Timeline:
 - o Draft memo in December 2024
 - o Final memo in January 2025
- One 1-hour meeting with City and CPAT to present findings
- One round of City review and consultant edits on workbook

Deliverables

• Draft and final Climate Impacts memo in alignment with the Climate Element Workbook (Supportive of Commerce Grant Deliverable 2)

Task 5. Assess Vulnerability and Risk (Commerce Grant Section 3, Step 3)

With the impact assessment completed, our team will support the City with a comprehensive climate vulnerability assessment. We will work with the City to determine a scale and approach to the vulnerability assessment that is appropriate for this project, though we expect to include the following steps, which draw on the framework developed by the Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*, and will also align with the WA Department of Commerce guidance:

- **Step 1: Define Terms and Focus Areas.** We will provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the City to set definitions for each of these terms and select focus areas (e.g., health and wellbeing, infrastructure, water).
- Step 2: Exposure Analysis. We will draw on the climate impacts summary to identify known climate conditions that impose stresses on built, natural, and social systems and use information gathered through engagement, review of City plans, and spatial data to determine which areas and assets are stressed by each climate condition.
- Step 3: Sensitivity and Adaptive Capacity Analyses. We will identify sectors, resources, and communities that are particularly susceptible to anticipated climate impacts and assess their ability to adapt to different climate hazards. We will gather input from staff on existing programs that build resilience and document gaps or impacts that are not addressed with current programs.
- **Step 4: Vulnerability Assessment.** The final step brings the three previous analyses together. While final outputs will be decided upon collaboratively with the client, we anticipate illustrating climate vulnerability using maps, tables and figures, and narrative text to explain the different determinants and considerations of climate vulnerability. We anticipate a final report being approximately 20-25 pages.

Meet with Partners, Stakeholders, and Decision-makers to Decide Course of Action: We will prepare a memo summarizing climate vulnerability and risks to community assets and include preliminary identification of necessary policies for each sector, presenting these findings to

partners, staff, and the CPAT. We will use easy-to-understand narratives and graphics that serve as a quick and clear references to the relative vulnerability of sectors, resources, and communities in Lake Forest Park. We will use our findings to support Climate Element goal and policy development and prioritization.

Assumptions

- Timeline:
 - o Research and staff engagement in November 2024–January 2025
 - o Draft vulnerability assessment in February 2025
 - o Final vulnerability assessment in March 2025
- Creation of focus areas and exposure maps or original figures, number to be confirmed with the City
- Up to three (3) 1-hour meetings or listening sessions to gather data and/or present results to partners, staff, and CPAT
- One round of City review and consultant edits on draft VA Deliverables
 - Draft and final Climate Change Vulnerability and Risk Assessment memo (Supportive of Commerce Grant Deliverable 4)

Task 6. Gather Greenhouse Gas Emissions Data (Commerce Grant Section 4; Steps 1, 2, 3, and 4)

Inventory and estimate GHG emissions: GHG inventories set the stage for developing high-impact climate strategies and serve as the key indicator for monitoring and assessing emissions reductions over time. We anticipate significant efficiencies through our leadership on Commerce's 11-County GHG emissions inventory and the Puget Sound Regional Emissions Analysis projects, and will build from this work—and Lake Forest Park's 2019 inventory—to ensure methodological consistency. We prepare our inventories in alignment with WA Department of Commerce guidance, the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (USCP), and the Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC).

King County is currently working with K4C cities and Cascadia to provide **updated 2022 and 2023 community-level GHG emissions inventories** for all K4C cities, including Lake Forest Park. This inventory—available by spring 2024—can be used to assess Lake Forest Park's climate action progress since its last GHG emissions inventory in 2019. Cascadia will **expand upon these currently available communitywide GHG inventories** to provide a more robust, comprehensive picture of GHG emissions through the following updates:

- Inclusion of community wastewater treatment emissions.
- Updating solid waste tonnage data to reflect more local-level information, if available (e.g., from haulers).

These updates will include any retroactive updates needed to the 2019 community inventory to maintain inventory comparability.

As part of this task, Cascadia will lead preparation and analysis of a 2023 **government operations GHG inventory** in accordance with the *Local Government Operations Protocol for*

the Quantification and Reporting of Greenhouse Gas Emissions Inventories (LGOP). Using these protocols, we will quantify scopes 1, 2, and 3 emissions for Lake Forest Park's municipal operations and reveal key emissions sources and reduction opportunities.

Findings from the communitywide and government operations GHG emissions inventories will be summarized in a brief **GHG emissions summary memorandum** that can be used to inform Climate Element policy development.

GHG Forecasting and Scenario Analysis: The Consultant team will project future communitywide GHG emissions and estimate GHG emission reductions associated with climate strategies out to 2050. The Consultant will build from the King County GHG forecasting and scenario analysis tool created for Commerce's 11-county GHG emissions inventory and a King County-specific action modeling tool (forthcoming) to customize an emissions model specific to Lake Forest Park that can be used to visualize and assess local climate strategies and actions and associated GHG emission reductions. This customization process will include incorporation of local growth projections used for the comprehensive plan update. This customization will also include modeling additional local strategies/actions to support GHG emission reduction subelement target setting and policy identification. Our budget assumes modeling of up to 8 additional local strategies/actions.

Perform Travel Market Assessment and VMT Study: Fehr & Peers will lead the VMT Analysis, drawing on decades of experience with analysis and modeling of transportation-related VMT and related greenhouse gas emissions. Fehr & Peers will lead the Vehicle-Miles-Traveled (VMT) study for Lake Forest Park to establish current VMT per capita for the city, understand future travel behavior, establish VMT reduction strategies, and set a VMT per capita reduction target. They will also perform a travel market assessment which builds a transportation profile for the City based on a set of data sources that may include: WSDOT VMT Data, census block-level VMT per capita data, recent household Travel Survey data from the Puget Sound Regional Council, census data, transit ridership, and electric vehicle registrations. Developing this profile will help break down the City's VMT into categories for residents, employees, and visitors; each category responds to different VMT strategies, so understanding these categories will help tailor strategies to maximize the impact of VMT reduction policies and programs.

Establish Emission Reduction Targets: Using the GHG emissions and VMT analyses as guides, the Consultant team will work with the City, partners, stakeholders, and decisionmakers to identify and confirm near- and long-term GHG emission reduction targets for inclusion in the Climate Element. To inform target setting, the Consultant Team will:

- Conduct a high-level analysis of VMT reduction potential of the top strategies elevated by the CPAT and community members to develop reasonable reduction targets. We will use models to explore reduction potential, including the PSRC Regional Travel Demand model or modeling based on elasticity evaluations of existing VMT market data, consistent with CAPCOA handbook guidance. Outcomes from this process will be summarized in a technical memorandum summarizing the selected VMT reduction strategies and targets.
- Provide sector-specific targets and scenarios using the customized GHG forecasting
 and scenario analysis tool, including targets related to building energy consumption,
 renewable energy use, VMT, and solid waste disposal.

Our team will use the results of these analyses to develop realistic options for targets for the planning period of 2025- 2045, considering the expected impact of several federal, state, and regional policies, the impact of the GHG policies identified for the sub-element, and input from stakeholders and staff. We will summarize the GHG analysis and target setting results in the **GHG emissions summary memorandum**. This memorandum will include a **monitoring plan and reporting mechanism** that can be used to Assumptions

- Timeline:
 - o Data collection and research in December 2024–February 2025
 - Data analysis in March-April 2025
 - o Final analyses and reports in May 2025
- City staff will lead data collection for the government operations GHG inventory (using Consultant-provided templates).
- City staff will assist in data collection as appropriate for the communitywide GHG inventory updates (e.g., reach out directly if Consultant has not been able to make contact with a data provider).
- One round of City review and consultant edits on memoranda.

Deliverables

- GHG inventory and wedge analysis Excel workbook (Supportive of Commerce Grant Deliverable 7)
- Technical memo summarizing travel market assessment (Supportive of Commerce Grant Deliverable 8)
- Technical memo summarizing the selected VMT reduction strategies and VMT reduction target (Supportive of Commerce Grant Deliverable 8)
- GHG summary memorandum (Supportive of Commerce Grant Deliverable 9), including a monitoring plan and reporting mechanism.

Task 7. Pursue Pathways and Identify Co-Benefits (Commerce Grant Section 3, Step 4)

Based on the results of the climate impacts and policy gaps and opportunities assessments, GHG emissions inventories and analyses, VMT analysis, and the vulnerability assessment, the Consultant Team will identify draft climate resilience and GHG emission reduction goals and policies. This process will include: 1) expanding and/or adapting existing goals and policies and 2) developing new goals and policies, where needed.

Develop Goals: The Consultant team will identify proposed goals for inclusion in the Climate Element, including **overarching goal statements** aligned with categories of key climate vulnerabilities and GHG emissions sources—as well as **implementation measures/strategies** (5-10 per climate risk category) to support goals, metrics, and long-term measurements. **Develop Policies**: The Consultant team will work together with City staff, the CPAT, and partners to identify and refine draft Climate Element policies, including for both the Climate Resilience and GHG Emission Reduction sub-elements. We will consider policies across sectors including transportation, infrastructure, agriculture, and energy. We will summarize the final policy list in a Climate Element Workbook, which will include documentation of co-benefits,

source hazards or GHG emission sources each policy addresses, equity considerations, and relevant planning sectors.

Identify and Assess Policy Co-Benefits: Co-benefits are the extent to which an action achieves multiple City objectives beyond its climate goals, such as improving quality of life/public health or benefitting local businesses. We will work with Lake Forest Park to determine which cobenefits they'd like to prioritize and assess potential strategies.

Equity Assessment: We will evaluate the potential impacts of goals and policies on people in overburdened communities. Our approach to this equity assessment assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Equity assessment findings will be summarized and provided to the City for feedback.

Assumptions

- Timeline:
 - o Policy development, equity assessment, and engagement in March–June 2024
- One round of City review and consultant edits on memorandum.

Deliverables

- Draft and final Climate Element Workbook, including GHG emission reduction and resilience goals and policies, assessment of co-benefits, and equity assessment (Supportive of Commerce Grant Deliverable 5, 6, and 10)
- Policy pathways and co-benefits summary memorandum (Supportive of Commerce Grant Deliverable 5, 6, and 10)

Task 8. Integrate Goals and Policies (Commerce Grant Section 3, Step 5)

Review and Finalize Resilience Goals and Policies: The previous tasks will culminate in this final policy integration and finalization task. Cascadia will collaborate with SCJ Alliance to finalize and integrate the Climate Element into the Comprehensive Plan update, using existing styles and frameworks to align with other City documents and develop an accompanying monitoring plan for staff. We will develop a public draft document and incorporate feedback into the final Climate Element. Finally, we will consult with the Mayor, City Council, CPAT, and community partners to ensure final deliverables reflect all input.

Consult with Partners, Stakeholders, and Decision-makers: We will support the presentation to City Council for final adoption. As with all deliverables, the final versions will be independently reviewed by the Consultant's internal Editorial Board to ensure that they are clear, error free, and easy to understand. The Consultant's graphic design team will also be available to create custom graphics and presentation materials, if desired.

Assumptions

- Timeline:
 - o Review Draft Climate Element in June 2025
 - o Final Climate Element in December 2025
- One round of City and CPAT review and consultant edits on draft Climate Element.
- One public comment period on draft Climate Element, as noted in Task 2.
- One round of City review and consultant edits on final Climate Element.

Deliverables

• Draft and final Climate Element, including monitoring plan (Supportive of Commerce Grant Deliverable 6, 10, and 11)

Task 9. Additional Support (to be determined)

Recognizing the complexity and nuances in developing both a Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element, there may be additional tasks that arise during the project that the Consultant team could support. These Task 9 funds will be held as contingency funds, and will only be accessed with written consent from the City prior, that outlines the assumptions and key deliverables associated with Task 9 activities, yet to be determined through written agreement between the City and Consultant.

Budget Summary

Task	Budget
Task 1. Project Management	\$26,996
Task 2. Climate Policy Advisory Team and Engagement Strategy	\$74,246
Task 3. Plan and Policy Audit	\$25,950
Task 4. Explore Climate Impacts	\$19,410
Task 5. Assess Vulnerability and Risk	\$53,770
Task 6. Gather Greenhouse Gas Emissions Data	\$119,360
Task 7. Pursue Pathways and Identify Co-Benefits	\$48,010
Task 8. Integrate Goals and Policies	\$24,875
Task 9. Additional Support (to be determined)	\$20,000
Total	\$422,617

Rates

Company	Job Class	Rate					
Cascadia Consulting Group							
	Principle/Executive	\$325					
	Director	\$280					
	Senior Associate	\$235					
	Associate	\$170					
	Project Coordinator	\$135					
Fehr & Peers							
	Principle in Charge	\$300					
	Project Manager	\$220					
	Junior Planner/Engineer	\$145					
	Graphics	\$205					
	Admin	\$145					
SCJ Alliance							
	Senior Planner	\$192					

Timeline

·	2024						2025							
Tasks and Deliverables	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	//	Dec	
Task 1: Project Management	Kickoff	Monthly invoices, bi-weekly check-ins (to be adjusted based on project needs)												
Task 2: CPAT and Engagement		Draft Strategy	CPAT meetings & other engagement activities (to be specified in Engagement Strategy)											
Task 3: Plan and Policy Audit			conduct ir	plans, nterviews, memo	Final memo									
Task 4: Climate Impacts for Resilience Sub- Element				Draft wo	rkbook	Final workbook								
Task 5: Vulnerability Assessment				Research & engagement			Draft VA	Final VA						
Task 6: GHG Gas Emissions Data					Resear	Research & data collection Analysis & draft memo Final memo								
Task 7: Pursue Pathways and Identify Co- benefits							Policy development, equity assessment, co-benefits			Final memo				
Task 8: Integrate Goals & Policies											Draft Element		Final Element	
	•	Ongoing work & meetings					Delivera	ble						

Climate Element for 2025 Comprehensive Plan Amendment

PROPOSAL TO THE CITY OF LAKE FOREST PARK

MAY 14, 2024

SUBMITTED BY CASCADIA CONSULTING GROUP, FEHR & PEERS, AND SCJ ALLIANCE



Section 3, ItemB.

Executive our many

May 14, 2024

Dear Evaluation Team,

On behalf of our entire team at Cascadia Consulting Group, together with our partners at SCJ Alliance (SCJ) and Fehr & Peers (F&P), I am excited to submit this proposal to develop Lake Forest Park's Climate Element. Our team brings a unique and unparalleled combination of local climate resilience, community engagement, and comprehensive planning experience, allowing us to deliver technical, tailored support to the City with meaningful engagement along the way. Along with our technical expertise, our team's existing relationship with Lake Forest Park will allow us to build off of our previous climate action and comprehensive planning work and deliver a thoughtful, fully integrated Climate Element that meets HB1181 standards while advancing community and City priorities. Specifically, our team offers:

- Unmatched local climate planning experience and leadership. We've tackled climate change issues for dozens of local clients—including Lake Forest Park itself, peer cities including Kenmore, Shoreline, Edmonds, Woodinville, Redmond, Issaquah, and Mercer Island—and have led statewide efforts including Commerce's pilot program for refining Climate Element guidance and the eleven-county GHG inventory that will underpin county-level HB1181 planning efforts. We have experience leading Climate Elements for 10 Washington cities and eight counties. With both depth of climate expertise and breadth of experience with peer jurisdictions, we have the context, insights, and datasets needed to build on previous investments, respond to community needs, and develop tailored mitigation and resilience goals and policies.
- Cutting-edge knowledge and fresh perspectives. Our team brings local experience and best practices developed through some of the most advanced and innovative analyses in the country—including co-leading a pilot project with the Department of Commerce to test and refine their climate resilience sub-element guidance, authoring the Northwest Chapter of the 5th National Climate Assessment, and leading research efforts in collaboration with the University of Washington (UW) Climate Impacts Group and Northwest Climate Adaptation Center. We will draw from these efforts to efficiently and expertly develop goals and policies that will help Lake Forest Park achieve resilience and reduce GHG emissions while also complying with HB1181.
- A fully customized and well-managed process. We've had the pleasure of working repeatedly with clients through every phase of climate action and comprehensive planning processes. We know how to right-size our efforts while maintaining focus on the client's vision, and how our work will dovetail with other City and regional policies and planning efforts. We also understand how this project's analyses and deliverables will fit into Lake Forest Park's Comprehensive Plan and have designed our approach to seamlessly integrate with the broader plan.

Not only have we included staff with direct experience working in Lake Forest Park and on peer city climate elements, but our project team structure, outlined in the organization chart at the right, also reinforces our commitment to upholding the highest standards of quality. Our team is led by Gretchen Muller, one of Cascadia's most experienced senior project managers and facilitators, backed by a dedicated Deputy PM to support project coordination and a core team of task leads with direct experience developing Climate Elements—all backed by Cascadia's deep bench of support staff, from graphic designers and multilingual outreach teams to independent quality review boards for data analysis and writing.

Our team is fully prepared and eager to continue working with the City of Lake Forest Park to advance community resilience and climate action. Please contact me with any questions or to discuss our proposal in more detail.

Sincerely,

Gretchen Muller, Director & Proposed Project Manager (206) 449-1115 | gretchen@cascadiaconsulting.com Cascadia Consulting Group, Inc.





Section 3, ItemB.

Project Understanding

Project Understanding & Approach

Lake Forest Park is a unique and special place, situated on the wooded slopes just north of Lake Washington, with strong recreation opportunities, a thriving local business economy, and engaged community. With climate change already having a range of local impacts that threaten the city's unique attributes—from wildfire and smoke to flooding and landslides—the need to codify climate policy in its Comprehensive Plan is urgent. Guidance from the Washington Department of Commerce provides a framework, resources, and tools to support jurisdictions in their climate planning efforts, and Lake Forest Park now seeks to develop climate resilience strategies that align with these guidelines and comply with HB 1181 requirements, while also building on existing efforts such as the City's Climate Action Plan, King County's Comprehensive Plan and Shoreline Master Program, and peer cities' climate plans and policies—all while meeting the needs and incorporating the priorities of its community.

Our unparalleled experience with Climate Element development has given us a strong understanding of what works, and what doesn't, when it comes to developing meaningful climate policies. It's especially important that this project's deliverables dovetail with existing City policies, have strong buy-in from departments and implementation partners, and are ready to be rolled into the City's Comprehensive Plan. Furthermore, our team's expertise means we know exactly how to right-size this effort, help break down each new requirement, and tailor climate policies for the City's unique needs—all while equipping the City with the tools it needs to implement these policies. We've outlined our approach to developing a Climate Element for Lake Forest Park below, and will happily provide additional information on request.

Work Plan

Task 1. Project Management

Kickoff Meeting: We will begin by convening an initial kick-off meeting with City staff to better understand the City's related efforts to date, explore the vision for this Climate Element, and begin outlining a detailed project roadmap. During this meeting, we anticipate discussing ultimate project goals and outcomes (e.g., "what will success look like?"); strategies to dovetail this project with other City initiatives, including the Comprehensive Plan update and Climate Action Plan; engagement goals, activities, and lessons learned; the Climate Policy Advisory Team—including who should be represented on it; opportunities to incorporate equity; and client/consulting team roles, responsibilities, and expectations, including logistics and timeline. We will capture these elements in a project workplan and detailed timeline of the entire planning process and submit both to the City for review and approval.

Quality Assurance: Our approach to enforcing quality is built on multiple quality assurance checks: every deliverable we produce is reviewed by our in-house Editorial Board and a Cascadia Principal in Charge. The Editorial Board is a panel of senior writers charged with enforcing internal and client standards for readability/accessibility, voice, style, and grammar. We bring this commitment to consistent quality to every element of the work we support. Additionally, we've recently introduced a data quality control team, who will review any technical data, mapping, surveys, and infographics to ensure they're consistent and accurate. Data will be reviewed at each stage, from collection and analysis through presentation, to ensure that baseline data is accurate, formulas are consistent, and there are now data transcription errors. Our QA/QC process is supported by the use of workbooks and templates previously developed and vetted through peer jurisdiction Climate Element projects.

Ongoing Project Management: The project team will continue to coordinate closely with City Staff, including holding virtual biweekly coordination meetings and providing monthly invoices and progress reports. Using Deltek Vision project management software, we will also provide monthly invoices and activity reports that outline progress on key deliverables alongside spend-to-date and budget remaining. Our Project Manager will proactively elevate potential scope or budget issues to the client team. We believe in addressing potential issues early—before they become problems that could threaten the success of the project.

Deliverables: Kickoff meeting and work plan, biweekly check-in meetings, monthly progress reports and invoices



Project Understanding

Task 2. Climate Policy Advisory Team and Engagement Strategy

Form Climate Policy Advisory Team: Drawing from the initial conversation during the kick-off meeting, and in consultation with City staff, Cascadia will establish a Climate Policy Advisory Team (CPAT) with recommended members, roles and responsibilities, and clear engagement touchpoints. We know that Lake Forest Park has an existing Climate Action Committee and will likely build off this group's existing membership, with additional representation as needed. We will confirm CPAT responsibilities, a framework for decision-making, and a project charter during the first CPAT meeting. Our team will provide climate data and plan information and facilitate discussions on key plan elements. For each meeting, our team's services will include:

- **Preparation:** develop an agenda and a discussion guide with clear CPAT decision points and input opportunities.
- Meeting logistics: including in-person, hybrid, and virtual meeting management and equipment.
- Agendas and facilitation: our approach includes having a clear agenda, staying on time, and building in opportunities to explore new questions that may surface. Having neutral facilitators and technical experts ensures meeting agendas run smoothly and we can address any issues that arise (e.g., specific technical questions).
- Meeting documentation: succinct summaries after each meeting that include discussion points and key takeaways.
- Offline collaboration: we will work with participants between full-group meetings to address plan elements did not have support and develop materials for collaboration between meetings (e.g., fact sheets, ranking worksheets).

We will work with City staff to draft and send invitations to potential members including community leaders, provide follow-up information, and meet with potential members to provide additional context. Based on initial responses, we will consider targeted recruitment to fill gaps and ensure equitable representation.

Establish Engagement Strategy: We will draw from the kick-off meeting discussion to draft an engagement strategy including a "Community Snapshot" of key demographics; a description of engagement goals; key audiences such as City staff, the Climate Action Committee, and local community-based organizations; roles and approaches; detailed methods including specific events and outcomes; an explicit equity strategy; and key performance indicators for evaluating engagement success. We will build on our experience working with communities in and around Lake Forest Park to identify priority audiences and effective engagement strategies. We recommend synchronizing Climate Element engagement activities with engagement for the broader Comprehensive Plan update to ensure alignment, improve efficiency, and avoid participant burnout. While the final package of engagement activities will be decided in coordination with the client team, we suggest the following:

- Regular meetings with the CPAT at key points in the planning process where their input will be most valuable such as ground-truthing climate impacts, prioritizing strategies, and reviewing the draft Climate Element.
- Presentations at City Council and Commission meetings to present draft strategies, gather feedback, and build support for adoption early in the planning process.
- Broad public meetings and/or focus groups with specific stakeholders. Open public meetings serve as an opportunity to raise awareness and gather feedback on priorities, concerns, action ideas, and implementation considerations at key points in the planning process. Alternatively, focus groups with underrepresented and vulnerable communities or key implementation partners allow for more in-depth, personal conversations on specific topics, areas of concern, or priorities. We will track engagement closely and work with the City to determine gaps in engagement and which approach will be most helpful in filling those gaps.
- A communitywide survey to gather broad input from as many Lake Forest Park residents as possible, including those interested in the planning process who are unable to attend in-person events. The survey would be short and direct, focused on encouraging general community input on goals, strategies, actions, and other priorities. We will lean on the successes and lessons learned from the Climate Action Planning public survey that yielded a significant number of community responses and provided useful information to shape the CAP.
- A project page on the City's website that outlines the climate planning process and provides key updates and opportunities for public involvement.
- An online sharing platform (e.g., Konveio, Consider.it, Social Pinpoint) for facilitating public input on the draft plan.



Section 3, ItemB

Project Understanding

Deliverables: CPAT agendas; presentations to Council and Commission meetings; materials for public meetings/focus groups; survey; content for website updates; online sharing platform

Task 3. Plan and Policy Audit

Review Existing Plans for Climate Gaps and Opportunities: To better understand what climate planning work Lake Forest Park has completed to date, we will complete an audit of existing plans, policies, and regulations including the following: City of Lake Forest Park Comprehensive Plan, Shoreline Master Program, Lake Forest Park Hazard Mitigation Plan, Lake Forest Park Climate Action Plan, and peer city climate action plans and programs. This initial list will be vetted by City Staff and the CPAT. Cascadia will also draw on recent work supporting updates to the City's CAP.

It will be important to hear from staff that work across departments and geographies to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations; to that end, we will conduct interviews and meetings to augment our review. We will organize the review into a comprehensive database and summarize in a Gap and Opportunity Analysis memorandum. The database and report will also collate key climate resilience considerations that existing measures address. The database and report will be used to identify policy trends and gaps in existing policies and will include policy recommendations for the Climate Element.

Deliverables: Plan, policy, and regulation review database (Excel); interviews with key County staff, leadership, community partners, and/or stakeholders; draft and final Policy Gap and Opportunity Assessment Memorandum

Task 4. Explore Climate Impacts

Identify Community Assets and Explore Hazards on Changes in Climate: Consistent with changes in the GMA (RCW 36.70A.070) and the Department of Commerce's Climate Element Planning Guidance, we will assess climate change impacts on key physical, social, and environmental assets, pulling from relevant plans, policies, and other resources. Drawing from our extensive experience working with jurisdictions to identify and evaluate climate impacts and hazards, our team will use the best available science and credible resources to identify observed and projected climate trends relevant to Lake Forest Park, focusing on stormwater flooding and slope stability, heat events, wildfire, smoke, drought, and other climate-related risks. We anticipate using resources from the University of Washington Climate Impacts Group and other sources, including Climate Mapping for a Resilient Washington, Northwest Climate Assessment Report, the National Climate Assessment, and other relevant studies and datasets.

Pair Assets and Hazards & Identify Priority Climate Hazards: We will pair each community asset with its anticipated climate impact(s) and **summarize our findings in the Commerce Workbook**. Accompanying each asset-hazard set, we will identify climate impacts specific to the City of Lake Forest Park, assess exposure, consider any non-climate stressors, and summarize past, current, or projected consequences of the climate impacts to specific sectors (such as public health). Following the completion of the Climate Workbook asset and hazard pairing page, we will identify all hazards that are relevant to the City and justify the inclusion or exclusion of each specific hazard.

Determine Next Steps: We will present these findings to the City and the CPAT and work with them to determine if a full vulnerability assessment is necessary or appropriate. Vulnerability assessments build on the impacts assessment by identifying **key climate impacts on community infrastructure** while assessing **exposure**, **sensitivity**, **and adaptive capacity**. They provide a more robust picture of climate impacts on which we can begin building specific climate policies for the Climate Resilience Sub-Element.

Deliverables: Draft and final Climate Element Workbook

Task 5. Assess Vulnerability and Risk

We will work with the City to determine a scale and approach to the vulnerability assessment that is appropriate for this project, though we expect to include the following steps, which draw on the framework developed by the



Section 3, ItemB.

Project Understanding

Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*:

- **Step 1: Define Terms.** We will provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the City to set definitions for each of these terms.
- Step 2: Exposure Analysis. We will draw on the climate impacts summary to identify known climate conditions that impose stresses on built, natural, and social systems and use information gathered through engagement, review of City plans, and spatial data to determine which areas and assets are stressed by each climate condition.
- Step 3: Sensitivity Analysis. We will identify sectors, resources, and communities that are particularly susceptible to anticipated climate impacts. We will gather information about existing conditions and future conditions to evaluate relative sensitivity to climate stressors.
- Step 4: Adaptive Capacity Analysis. We will focus on the areas and sectors with the greatest exposure and
 sensitivity and assess their existing ability to adapt and their potential for becoming more resilient through
 improved management, policies, operations, or infrastructure. We will gather input from staff on existing programs
 that build resilience and document gaps or impacts that are not addressed with current programs.
- Step 5: Vulnerability Assessment. The final step brings the three previous analyses together. We use a matrix to categorize sectors, resources, and communities by their vulnerability level and identify the most vulnerable—that is, those with high exposure, high sensitivity, and low adaptive capacity.

Meet with Partners, Stakeholders, and Decision-makers to Decide Course of Action: We will prepare a memo summarizing climate vulnerability and risks to community assets and include preliminary identification of necessary policies for each sector, presenting these findings to partners, staff, and the CPAT. We will use easy-to-understand narratives and graphics that serve as a quick and clear references to the relative vulnerability of sectors, resources, and communities in Lake Forest Park. We will use our findings to support goal and policy development and prioritization.

Deliverables: Listening sessions and/or one-on-one meetings; index-based mapping of climate risks and community vulnerability; draft and final Climate Change Vulnerability and Risk Assessment memo

Task 6. Gather Greenhouse Gas Emissions Data

Inventory and estimate GHG emissions: GHG inventories set the stage for developing high-impact climate strategies and serve as the key indicator for monitoring and assessing emissions reductions over time. We anticipate significant efficiencies through our leadership on Commerce's 11-County GHG inventory and the Puget Sound Regional Emissions Analysis, and will build from this work—and Lake Forest Park's 2019 inventory—to ensure methodological consistency. We prepare our inventories in alignment with the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (USCP) and the Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC). We recommend preparing a government operations GHG inventory in accordance with the Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories (LGOP). Using these protocols, we will quantify updated Scope 1, Scope 2, and Scope 3 emissions across sectors for Lake Forest Park.

GHG Forecasting and Wedge Analysis: Wedge analyses project future GHG emissions and can provide an estimation of GHG emission reductions associated with climate strategies out to 2050 and beyond. Cascadia will build from the wedge analysis we'll be creating as part of Commerce's 11-County GHG inventory and can also use the tool we developed for King County as part of the Puget Sound Regional Emissions Analysis (PSREA) project to model local climate strategies and actions. Our relevant tools and local expertise will allow us to provide customized analysis for Lake Forest Park in a cost-effective and time-efficient manner. Potential strategies and actions can be added to the model to help vet and prioritize mitigation strategies for the sub-element in Task 7.

¹ The USCP is based on U.S. best practices and data sources that may not be applicable outside the U.S. As such, some of the requirements and guidance in the USCP differ from the GPC; however, their methodologies are compatible and they can be used concurrently.



Section 3. ItemB.

Project Understanding a App

Perform VMT Study: Fehr & Peers will lead the VMT Analysis, drawing on decades of experience with analysis and modeling of transportation-related VMT and related greenhouse gas emissions. They will build a transportation profile for the City based on a set of data sources that may include: WSDOT VMT Data, census block-level VMT per capita data, recent household Travel Survey data from the Puget Sound Regional Council, census data, transit ridership, and electric vehicle registrations. Developing this profile will help break down the City's VMT into categories for residents, employees, and visitors; each category responds to different VMT strategies, so understanding these categories will help tailor strategies to maximize the impact of VMT reduction policies and programs.

Establish Emission Reduction Targets: We will conduct a high-level analysis of VMT reduction potential of the top strategies elevated by the CPAT and community members to develop reasonable reduction targets. We will use models to explore reduction potential, including the PSRC Regional Travel Demand model or modeling based on elasticity evaluations of existing VMT market data, consistent with CAPCOA handbook guidance. The results of the baseline GHG inventories, VMT study, and wedge analysis, backed by our team's knowledge from previous GHG analysis work for peer jurisdictions, will serve as helpful tools to support City staff and the CPAT in identifying concrete GHG reduction targets. Our team will use the results of these analyses to develop realistic options for targets for the planning period of 2025-2045, considering the expected impact of several federal, state, and regional policies, the impact of the GHG policies identified for the sub-element, and input from stakeholders and staff. We will summarize the results in a memo.

Deliverables: GHG inventory and wedge analysis worksheet; travel market assessment; GHG target summary memo

Task 7. Pursue Pathways and Identify Co-Benefits

Develop Goals: Based on the results of the climate impacts and policy audit, GHG emissions inventory and analysis, and the vulnerability assessment, we will identify mitigation and resilience goals and policies, including overarching adaptation goal statements aligned with categories of key climate risks and vulnerabilities—as well as strategy-level **policies** (5-10 per climate risk category) to support adaptation goals, metrics, and long-term measurements.

Identify Policy Co-Benefits: Co-benefits are the extent to which an action achieves multiple City objectives beyond its climate goals, such as improving quality of life/public health or benefitting local businesses. We will work with Lake Forest Park to determine which co-benefits they'd like to prioritize, and assess potential strategies using that framework.

Develop Policies: We will work together with City staff, the CPAT, and partners to refine and prioritize goals and policies. We will consider policies across sectors including transportation, infrastructure, agriculture, and energy. We will summarize the final policy list in a Commerce Workbook, which will include documentation of co-benefits, source hazards each policy addresses, equity considerations, and sectors.

Equity Assessment: We will evaluate the potential impacts of goals and policies on people in overburdened communities; our assessment approach assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Findings will be summarized and provided to the City for feedback.

Deliverables: Draft and final Climate Element Workbook

Task 8. Integrate Goals and Policies

Review and Finalize Resilience Goals and Policies: The tasks completed up to this point in this process build on one another and will culminate in this final integration task. We will collaborate with SCJ to integrate the Climate Element

Equity in Policy Development

We center equity and environmental justice in all of our climate plans—investing in our understanding of community histories and characteristics, ensuring that we engage with people of all backgrounds, and elevating benefits to frontline groups in strategies and actions. Some policies may have unintended equity impacts, too, like increasing displacement pressure or reducing employment opportunities. Examining policies holistically with an equity lens is vital to ensuring the policies we develop advance community health, social and economic resilience, and access to opportunity while achieving climate mitigation and resilience goals.



Firm and Key Stal - LAPOT

into the Comprehensive Plan update they are leading, using existing styles and frameworks to align with other City documents. We will develop a public draft document and incorporate feedback into the final plan. Finally, we will consult with the Mayor, City Council, CPAT, and community partners to ensure final deliverables reflect all input.

Consult with Partners, Stakeholders, and Decision-makers: We will support the presentation to City Council for final adoption. As with all Cascadia deliverables, the final versions will be independently reviewed by our internal Editorial Board to ensure that they are clear, error free, and easy to understand. Cascadia's graphic design team will also be available to create custom graphics and presentation materials, if desired.

Deliverables: Draft and final Climate Element including monitoring plan

Firm and Key Staff Experience

Since 1993, Cascadia Consulting Group has worked with public, corporate, nonprofit, and tribal clients to advance projects that benefit their communities and the environment. With a staff of 80 consultants across our offices in Seattle and Oakland, Cascadia provides expertise across all aspects of climate analysis and planning—and we have extensive experience applying these skills to help local governments across Washington implement measures to reduce emissions while building resiliency to climate impacts. We're excited to be partnering with SCJ Alliance and Fehr & Peers for this effort. They bring additional expertise in land use, transportation, and environmental planning—including leading Lake Forest Park's current Comprehensive Plan Update—and offer deep knowledge of local context and existing relationships with Lake Forest Park stakeholders.

Our team is at the forefront of Climate Element development in Washington, having worked directly with the Department of Commerce and the King County-Cities Climate Collaborative (K4C) to test and refine the HB 1181 Climate Element guidance and successfully develop Climate Element policies for over a dozen clients and counting; we are currently in the process of developing Climate Elements for seven additional clients, too, and can realize efficiencies—for example, on policies being considered regionally and in other cities—from managing these projects concurrently. Our team has also been supporting Lake Forest Park with its Climate Action Plan and will draw on that recent experience and knowledge when exploring GHG reduction strategies, engaging with community members, and working with the client team and CPAT.

Experience with Lake Forest Park and peer jurisdictions

Cascadia brings unrivalled experience developing climate and sustainability plans for Lake Forest Park and its peers. We have led climate planning efforts for 28 cities and 10 counties, including virtually all members of K4C and many smaller suburban cities in the Puget Sound corridor that are similar to Lake Forest Park. Cascadia also offers specialized Climate Element experience, having led Climate Elements for the following:

- Kenmore
- Federal Way
- Woodinville
- Lake Stevens Gig Harbor
- Issaquah
- Seattle
- Marysville
- Auburn
- Walla Walla
- Port Angeles
- 10 WA Counties

This combination of peer city experience and regional perspective gives us a deep understanding of the local lay of the land, the latest climate science research and guidance in the Northwest, and the most comprehensive picture of climate risks and vulnerabilities in Whatcom County and how best to navigate them.

Project Team

Our team for this project includes nationally recognized climate action planning leaders with decades of collective experience in conducting vulnerability and equity assessments, modeling emissions from transportation and other sectors, and leading climate mitigation and adaptation plans. We pride ourselves on being at the cutting edge of the field, with recent experience that includes leading the development of the current edition of the National Climate Assessment, cochairing a work group for the National Adaptation Forum, developing a framework for census tract-level vulnerability assessments, and working directly with Commerce and several of Lake Forest Park's peer jurisdictions on climate element guidance development and pilot programs.



Section 3, ItemB.

Firm and Key Stal - LAPON

We've introduced our core team members below, including several team members currently working on Lake Forest Park's Comprehensive Plan Update and others who recently supported the City's Climate Action Plan Update. Every member of our core team has experience working on Climate Elements, and the team comes supported by a deep bench of staff with additional experience in climate resilience planning, equity, comprehensive planning, GIS, policy context, communications and engagement, and graphic design. We are happy to provide more information on request.



Gretchen Muller | Cascadia | Project Manager: Gretchen brings nearly two decades of experience managing community-driven sustainability projects—including recently overseeing the creation of guidelines for integrating climate into Comprehensive Plans with the Department of Commerce, overseeing Climate Elements for the cities of Lake Stevens and Kenmore, and leading a Climate Action Plan update for the City of Shoreline. Gretchen is certified in Open Standards coaching and has extensive experience facilitating stakeholder groups, including leading interagency coordination

for the Seattle-Tacoma-Bellevue metropolitan area's regional EPA-directed Climate Action Plans.



Alexandra Doty | Cascadia | Deputy Project Manager & Engagement Lead: Alexandra brings over eight years of experience in environmental problem solving, stakeholder and community engagement, and facilitation of climate action and strategic planning projects. She has supported Climate Element development for Kenmore, Walla Walla, and Thurston County, and recently worked with Lake Forest Park to update its Climate Action Plan. Alexandra also supports engagement for a state-level interagency group developing a statewide Climate Resilience Strategy. Prior to joining

Cascadia, Alexandra negotiated complex policy issues at the Puget Sound Partnership.



Mike Chang | Cascadia | Vulnerability Assessment and Resilience Lead: Mike is a national leader in equitable climate action who brings expertise in both climate resilience and engagement. Mike has led multiple recent climate planning projects focusing on integrating equity into all aspects of climate risk and resilience planning—including a multi-jurisdictional stakeholder group to prepare a Climate Resilience and Preparedness plan for the North Olympic Peninsula, Clallam County's Climate Action Plan and Climate Element, Seattle's Climate Vulnerability Assessment, an adaptation and resilience

plan for Tacoma, a Climate Element for the City of Port Angeles, and a Climate & Health Plan for the Tulalip Tribes.



Jenna Decker | Cascadia | Mitigation Strategy Lead: Jenna supports climate action planning, emissions accounting, implementation planning, and sustainability projects across Cascadia's portfolio. With a focus on community co-design, she incorporates feedback from communities to ensure their priorities, needs, and concerns are reflected in their climate strategies and actions—and that proposed climate strategies address particularly vulnerable communities. She is supporting climate mitigation efforts for San Juan County, Gig Harbor, Spokane, and the University of

Washington—and supported climate element guidance development for the Department of Commerce.



Megan Lee | Cascadia | Equity and Policy Advisor: Megan specializes in climate strategy development, vulnerability assessments, and equitable engagement. Her recent work includes climate action plan development for the cities of Lake Forest Park, Kenmore, Shoreline, Spokane, and Vancouver (WA)—and has led vulnerability assessments and resilience efforts for Seattle, Issaquah, the Tulalip Tribes, and the North Olympic Development Council. She has also supported a range of community development, capacity building, and environmental equity initiatives for King County's

Communities of Opportunity program, the Puget Sound Partnership, and the King Conservation District.



Cristina Haworth, AICP | SCJ Alliance | Comprehensive Plan Integration Lead: Cristina helps communities manage growth and change through integrated planning and zoning initiatives at citywide, subarea, district, and neighborhood scales—including recently for Lake Forest Park, through its Comprehensive Plan update. She is well versed in applicable land use and development law, including Washington's Growth Management Act and State Environmental Policy Act, and regional planning frameworks such as Puget Sound Regional Council's Vision 2050.



Firm and Key Stah



Reese McMichael | SCJ Alliance | Analyst & Writer: Reese is a planner and urban designer focused on collaborating with communities to design attractive and functional spaces. Reese has experience working with public stakeholders and elected officials and engaging in current planning and longrange planning projects—including supporting Comprehensive Plan updates for Lake Forest Park and Woodinville. He is proficient in virtual and in-person outreach techniques, with a focus on centering equity and engaging underserved and underrepresented communities.



Aaron Gooze | Fehr & Peers | VMT Advisor and Strategy Lead: Aaron has 16 years of experience in the transportation industry and has led studies focused on electric fleet conversions, GHG emissions and VMT modeling, ridership forecasting, and electric supply equipment prioritization. He supports local and regional agencies including the Seattle Department of Transportation, Sound Transit, Port of Tacoma, and King County Metro in their efforts to operate more efficiently and with lighter environmental footprints.



Jessica Brackin | Fehr & Peers | VMT Analyst: Jessica recently joined Fehr & Peers after serving as the City of Pasco's Development Services Lead, where she led long-range planning projects with a focus on transportation. She has extensive experience coordinating current development projects with long-range plans to advance transportation services and meet community needs. Jessica is currently the project manager for the City of Lake Forest Park's Comprehensive Plan Transportation Element update.

Recent Relevant Experience

The following selection of projects demonstrate our depth of experience not just delivering climate elements and climate action plans, but also working behind the scenes at the state and regional levels to help structure and pilot this statewide program and develop broad climate action planning frameworks. We can provide further documentation of our relevant experience, including additional project descriptions and work samples, on request.

GHG Emissions Analysis, Climate Action Plan, and Climate Element | City of Kenmore, WA | 2019-2022; 2023: Cascadia initially worked with the City of Kenmore to conduct a baseline communitywide and government operations GHG emissions inventory as an important first step in their climate action planning process. Building on that foundational effort, Cascadia developed Kenmore's first Climate Action Plan. We forecasted emissions data and reviewed peer city targets to outline short- and longterm emissions reductions goals and strategies for emissions reduction. Finally, this past year our team worked with the City again—drawing on our previous work—to develop a Climate Element to be included in their 2024 Comprehensive Plan update.



Lake Forest Park, WA | Cascadia | 2023: Cascadia recently led the review and refinement of Lake Forest Park's Climate Action Plan (CAP). Our team conducted an indepth editorial and equity review of the CAP and developed and enhanced existing graphics. Through this CAP refinement, Cascadia delivered a high-quality, equity-centered, and graphically rich CAP that is in the process of being adopted by the City.

Comprehensive Plan Update | City of Lake Forest Park, WA | 2023-Present: SCJ is leading the update of Lake Forest Park's Comprehensive Plan—ensuring consistency with new Growth Management Act requirements, Puget Sound Regional Council's Multicounty Planning Policies, and King County's Countywide Planning Policies. Fehr & Peers is leading the update of the Transportation Element. The team's work has included consideration of new housing requirements and middle housing, addressing equity (including displacement risk and disinvestment), and overhauling goal and policy language throughout the Plan. SCJ and Fehr & Peers have also been pre-planning to support the City's adoption of a Climate Action Plan and the integration of the Climate Element into the updated Comprehensive Plan.



Climate Element for 2025 Comprehensive Plan Ar

Section 3, ItemB.

Firm and Key Stal-

Comprehensive Plan Climate Integration | City of Auburn, WA | 2022-2023: Cascadia recently led the climate, equity, and displacement component of Auburn's Comprehensive Plan Update—focusing on boosting local resilience to climate vulnerabilities, with an emphasis on protecting frontline communities from climate impacts. We began by reviewing the current Comprehensive Plan and other related City policies to identify potential gaps and key opportunities to address climate change, equity, and displacement. Building on that work, Cascadia proposed strategies using a multi-criteria analysis—evaluating them for impact, cost and feasibility, community support, equity effects, and opportunity for co-benefits—to ultimately develop a Climate Element that is cohesive, equitable, and ensures the greatest outcomes for the most vulnerable members of the Auburn community.

Climate Element Pilot Program | WA Department of Commerce | 2022-2023: Cascadia led a pilot program with the Department of Commerce to develop and test guidance and tools to assist local governments in integrating climate change into their comprehensive plans. We coordinated direct assistance to several communities—including Pullman, Port Angeles, and Woodland—to implement the draft Climate Change Element and evaluated the effectiveness of the current program. This pilot served as an essential test run of the draft guidance and will help Commerce optimize available tools to ensure their usefulness and effectiveness as well as build relationships between Commerce and local jurisdictions as they provide feedback on the pilot.

Climate Planning Policy Development | King County – Cities Climate Collaboration (K4C) | 2022-2023: Cascadia worked with a coalition of King County cities to build model climate and sustainability policies for use in Comprehensive Planning. We synthesized and reviewed climate related policies in cities across the County to determine how often we saw certain priority policies and identify others that are missing. Building on this thorough review and analysis of these policies, we developed a set of guidelines and prioritized model policies to align cities across the county and beyond as they develop Climate Elements for their Comprehensive Plans. We've since developed climate elements for several King County jurisdictions including Auburn, Issaquah, Kenmore, Federal Way, Renton, and Woodinville.

Climate Resilience Assessment & Plan; Comprehensive Plan Climate Integration | Kitsap County, WA | 2019-Present: Cascadia led the development of Kitsap County's first assessment of climate impacts and resilience which included analysis of localized climate threats from fire, hydrologic changes, extreme heat, and other potential climate-driven changes and their impact on government operations, the community, and the environment. We are now building on that foundation to update the County's Comprehensive Plan by leading the climate, equity, and displacement component—focusing on boosting resilience for frontline communities. We are assessing proposed strategies using a multi-criteria analysis—evaluating impact, cost and feasibility, community support, equity impacts, and co-benefits—to ultimately develop a Comprehensive Plan that is cohesive, climate-smart, and focused on equity and resilience.

Climate Resiliency Plan; Climate Element | Port Angeles, WA | 2020-

Present: Cascadia has led a climate risk assessment, public engagement process, and development of a Climate Resiliency Plan for the City of Port Angeles. Building on that work, Cascadia is now developing a Climate Element to be included in their 2024 Comprehensive Plan update. Our involvement at every stage of this planning work has given us unique insight into how strong foundational work—like vulnerability assessments—is key to developing onthe-ground strategies that work, including providing municipal staff with the tools and resources necessary to implement plans.



CAP, Sustainability Communications, Climate Resilience Study, CAP Update | City of Shoreline, WA | 2012-2013, 2017-2018, 2019-2020, 2021-2023: For the past decade, Cascadia has supported virtually all the City of Shoreline's climate planning and communications efforts. Our work with Shoreline began in 2012, when the City contracted with Cascadia to assist Council members, staff, and stakeholders in preparing its first citywide greenhouse gas inventory and Climate Action Plan. Cascadia led all aspects of the planning process—including facilitation, public engagement, emissions baselining, research, analysis, and prioritization of strategies—and delivered a plan that identified climate action objectives, major emissions sources, key reduction strategies, and City and community roles. We have since supported public communications related to climate change and updated the City's Climate Action Plan.





Interagency Agreement with

City of Lake Forest Park

through

Growth Management Services

Contract Number: 24-63610-213

For

2023-2025 Climate Planning Grant

Dated: Date of Execution



Table of Contents

TABLE	OF CONTENTS	2
FACE S	HEET	3
SPECIA	L TERMS AND CONDITIONS	5
1.	AUTHORITY	5
2.	CONTRACT MANAGEMENT	5
3.	COMPENSATION	5
4.	BILLING PROCEDURES AND PAYMENT	5
5.	SUBCONTRACTOR DATA COLLECTION	6
6.	INSURANCE	6
7.	FRAUD AND OTHER LOSS REPORTING	7
8.	ORDER OF PRECEDENCE	7
GENER	AL TERMS AND CONDITIONS	8
1.	DEFINITIONS	8
2.	ALL WRITINGS CONTAINED HEREIN	8
3.	AMENDMENTS	8
4.	ASSIGNMENT	8
5.	CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	8
6.	COPYRIGHT	
7.	DISPUTES	
8.	GOVERNING LAW AND VENUE	
9.	INDEMNIFICATION	
10.	LICENSING, ACCREDITATION AND REGISTRATION	
11.	RECAPTURE	
12.	RECORDS MAINTENANCE	
13.	SAVINGS	
14.	SEVERABILITY	
15.	SUBCONTRACTING	
16.	SURVIVAL	
17.	TERMINATION FOR CAUSE	
18.	TERMINATION FOR CONVENIENCE	
19.	TERMINATION PROCEDURES	
20.	TREATMENT OF ASSETS	
21.	WAIVER	13
ATTAC	HMENT A: SCOPE OF WORK	14
ΔΤΤΔΟ	HMENT B. BUDGET	18



Face Sheet

Contract Number: 24-63610-213

Local Government Division Growth Management Services 2023-2025 Climate Planning Grant

1. Contractor		2. Contractor Doing Business As (as applicable)			
City of Lake Forest Park	N/A				
17425 Ballinger Way NE					
Lake Forest Park, WA 98155					
3. Contractor Representative		4. COMMERCE Rep	resentative		
Mark Hofman		Noelle Madera PO Box 42525			
Community Development Direct	ctor	Climate Operations	Team Lead	1011	Plum St. SE
206-957-2824		509-818-1040		Olym	pia, WA 98504
mhofman@cityoflfp.gov		noelle.madera@com	nmerce.wa.gov		
E Company Amount	C. Francisco Correc		7 Ctort Deta		0 End Data
5. Contract Amount	6. Funding Source	Mari N/A .	7. Start Date		8. End Date
\$500,000	Federal: ☐ State: ☒ O	tner: N/A:	Date of Execut	lion	June 30, 2025
9. Federal Funds (as applicat	,	су:	<u>ALN</u>		
N/A	N/A		N/A		
10. Tax ID #	11. SWV #	12. UBI #		13. U	EI#
N/A	0018019-00	601-140-623		N/A	
14. Contract Purpose					
For the development of the Gro	a) climate change and	resiliency elemer	nt requi	irements related to the	
implementation of HB 1181.					
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.					
Signature Block on next page					



Date

FOR CONTRACTOR	FOR COMMERCE
DocuSigned by: Thomas French ECD7F4DA159B45B	DocuSigned by: Mark Barkley 80312B04865C458
Thomas French, Mayor City of Lake Forest Park	Mark K. Barkley, Assistant Director Local Government Division
4/12/2024 9:39 AM PDT	4/15/2024 8:24 AM PDT
Date	Date
Docusigned by: Lim Llams Pratt 354B85D4534040C Kim Adams Pratt, City Attorney	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE
4/9/2024 9:08 AM PDT	
Date	
DocuSigned by: Matthew McLan 5ADD00B73B06458	
Matthew McLean, City Clerk	
4/12/2024 9:40 AM PDT	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **five hundred thousand dollars (\$500,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-213. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.



Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

<u>Logo requirements</u>. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at <u>climate.wa.gov/brandtoolkit</u>.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

<u>Funding source acknowledgement</u>. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. LICENSE TO USE MATERIALS

Notwithstanding any other terms of this Contract, Contractor hereby reserves and COMMERCE hereby grants to Contractor a non-exclusive, worldwide license to use, reproduce, publish, distribute, adapt, modify, publicly display, and make derivative works from any and all Materials developed pursuant to this Contract.

9. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget



General Terms and Conditions

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- **A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- **C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- **D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- **E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- **F.** "State" shall mean the state of Washington.
- **G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- **A.** "Confidential Information" as used in this section includes:
 - All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



- **iii.** All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- В. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- **C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- **B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- **C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- **D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- **E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- **F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- **G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- **A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- **B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- **C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- **D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- **E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element

Section Steps, Tasks, and Deliverables	Description	End Date
Section 2: Climate Policy Creation	Initiate Project	03/2024 – 04/2024
Task 2.1	Form Climate Policy Advisory Team	
Task 2.2	Establish engagement strategy that supports environmental justice Review Comprehensive Plan PPP and revise as needed	
Deliverable 1	In-Progress Climate Element Workbook Sections 2.1, 2.2 completed	04/31/2024
Resilience Sub-Element Sec. 3, Step 1	Explore Climate Impacts	03/2024 - 04/2024
Task 3.1.1	Identify community assets, including environmental assets and environmental system benefits for climate impacts and resiliency.	
Task 3.1.2	Explore hazards and changes in the climate Use UW's Climate Mapping for a Resilient Washington webtool, NOAA's Climate Resilience Toolkit, NOAA's Climate Mapping for Resilience and Adaptation tool, and WA DOC's climate website resources.	
Task 3.1.3	Pair assets and hazards and describe exposure and consequences	
Task 3.1.4	Identify priority climate hazards. Consider environmental justice	
Deliverable 2	In-Progress Climate Element Workbook Sections S3 Task 1.1, S3 Task 1.2, S3 Task 1.3, and S3 Task 1.4 completed	04/31/2024



Resilience Sub-Element Sec. 3, Step 2	Audit Plans & Policies	03/24 – 05/24
Task 3.2.1	Review existing plans for climate gaps and opportunities, including environmental assets and environmental system benefits for climate impacts and resiliency. Review Comprehensive Plan, Climate Action Plan, Town Center Plan, and Southern Gateway Subarea Plan	
Task 3.2.2	Determine next step; for each climate hazard identified in Task 3.1.4, complete Climate Workbook questionnaire Anticipate need to proceed to Step 3	
Deliverable 3	In-Progress Climate Element Workbook Sections S3 Task 2.1 and S3 Task 2.2 completed	05/15/2024
Resilience Sub-Element Sec. 3, Step 3	Assess Vulnerability & Risk	05/2024 - 09/2024
Task 3.3.1	Assess sensitivity of community assets, including environmental assets and environmental system benefits for climate impacts and resiliency. Select appropriate indicators and develop assessment rules, including composites for multiple indicators	
Task 3.3.2	Assess adaptive capacity of community assets. Select appropriate indicators and develop assessment rules, including composites for multiple indicators	
Task 3.3.3	Characterize vulnerability of community assets Establish composite, qualitative rating using sensitivity and adaptive capacity ratings	
Task 3.3.4	Characterize risk of community assets For med/high vulnerability assets	
Task 3.3.5	Decide course of action Meet with partners, stakeholders, and decision makers to accept risk or take action	



Deliverable 4	In-Progress Climate Element Workbook Sections S3 Tasks 3.1-3.3 and S3 Tasks 3.4-3.5 completed; documentation of applicable indicators/rules explained clearly	09/15/2024
Resilience Sub-Element Sec. 3, Step 4	Pursue Pathways	08/2024 – 10/2024
Task 3.4.1	Adapt/expand existing goals where possible and develop new goals where needed	
Task 3.4.2	Adapt/expand existing policies where possible and develop new policies where needed	
Task 3.4.3	Identify policy co-benefits	
Deliverable 5	In-Progress Climate Element Workbook Section S3 Tasks 4.1-4.3 completed	10/15/2024
Resilience Sub-Element Sec. 3, Step 5	Integrate Goals & Policies	08/2024 – 03/2025
Task 3.5.1	Review and finalize resilience goals and policies	
Task 3.5.2	Consult with partners and stakeholders	
Deliverable 6	Completed Climate Element Workbook Section S3 Step 5 completed	03/31/2025
GHG Sub-Element Sec. 4, Step 1	Gather Local GHG Emission and Planning Data	03/2024 - 01/2025
Task 4.1.1	Obtain data from comprehensive plan update team	
GHG Sub-Element Sec. 4, Steps 2 & 3	Inventory and Estimate Greenhouse Gas Emissions	03/2024 - 01/2025
Task 4.2.1	Complete "Questions to guide a Greenhouse Gas Emissions Estimate"	
Task 4.3.1	Collect and evaluate current data from likely GHG emission sources	
Task 4.3.2	Acquire relevant VMT data	

53



Task 4.3.3	Develop baseline data for current VMT and associated GHG emissions	
Task 4.3.4	Travel market assessment	
Deliverable 7	In-Progress Greenhouse Gas Emissions Reduction Worksheet Emissions Source, Value/Percentage, Statewide Percentage, and Rank columns completed	01/15/2025
Deliverable 8	VMT Study	01/15/2025
GHG Sub-Element Sec. 4, Step 4	Emission Reduction Targets	01/25 - 02/2025
Task 4.4.1	Consult with partners, stakeholders, and decision makers	
Task 4.4.2	Set initial emission reduction targets for each GHG emission source	
Task 4.4.3	Set VMT reduction targets	
Deliverable 9	Completed Greenhouse Gas Emissions Reduction Worksheet Initial GHG Emission Reduction Targets completed	02/15/2025
GHG Sub-Element Sec. 4, Step 5	Develop Goals and Policies	02/25 – 03/25
Task 4.5.1	Select GHG emission reduction measures; incorporate VMT reduction targets	
Task 4.5.2	Identify monitoring plan and reporting mechanism	
Deliverable 10	Draft Goals & Policies	03/31/2025
Review and Adoption	Public Review and Decision Process	03/2025 - 06/2025
Task 5	Planning Commission and City Council Meetings	03/2025 - 06/2025
Final Deliverable Deliverable 11	Final Review Draft of Climate Element with Resilience and Greenhouse Gas Emissions goals and policies	06/30/2025



Attachment B: Budget

Deliverables		Commerce Funds
1	In-Progress Climate Element Workbook Sections 2.1, 2.1 completed	\$10,000
2	In-Progress Climate Element Workbook Sections S3 Task 1.1, S3 Task 1.2, S3 Task 1.3, and S3 Task 1.4 completed	\$20,000
3	In-Progress Climate Element Workbook Sections S3 Task 2.1 and S3 Task 2.2 completed	\$20,000
4	In-Progress Climate Element Workbook Sections S3 Tasks 3.1-3.3 and S3 Tasks 3.4-3.5 completed	\$30,000
5	In-Progress Climate Element Workbook Section S3 Tasks 4.1-4.3 completed	\$50,000
6	Completed Climate Element Workbook Section S3 Step 5 completed	\$30,000
7	In-Progress GHG Emissions Reduction Worksheet Emission Source, Value/Percentage, Statewide Percentage, and Rank columns completed	\$60,000
8	VMT Study	\$100,000
9	Completed GHG Emissions Reduction Worksheet Initial GHG Emission Reduction Targets completed	\$20,000
10	Draft Goals and Policies	\$60,000
11	FINAL: Review Draft of Climate Element with Resilience and GHG Emissions Goals & Policies	\$100,000
Cor	ntract Total	\$500,000

RESOLUTION NO. 24-1958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SUPPORTING THE ADDITION OF A HEALTHY STREETS INITIATIVE WITHIN THE NEIGHBORHOOD TRAFFIC CALMING PROGRAM TO INCREASE SAFETY AND ENJOYMENT OF RESIDENTS ON THEIR STREETS.

WHEREAS, the City recognizes the importance for everyone to enjoy shared public spaces; and

WHEREAS, the City has many public residential streets where residents enjoy taking walks, walking their pets, socializing with neighbors, and playing with friends; and

WHEREAS, vehicles traveling at excessive speeds or traveling near pedestrians can create unsafe conditions, therefore discouraging people from using their streets for nonmotorized uses; and

WHEREAS, many of these public residential streets do not qualify for or would require cost prohibited traffic calming measures through the City's Neighborhood Traffic Calming Program; and

WHEREAS, the Neighborhood Traffic Calming Program would benefit from having another option when current options are too costly or would produce an undesirable outcome; and

WHEREAS, the opening of two Link Light Rail stations in Shoreline will potentially increase traffic through our City, a portion of which may utilize residential neighborhood streets; and

WHEREAS, the Lake Forest Park Police Department is committed to the Washington Traffic Safety Commission Target Zero initiative to reduce traffic deaths and serious injuries to zero by 2030; and

WHEREAS, "Healthy Streets" is a term used to describe streets that are designated as places open to people walking, rolling, biking, and playing while not allowing vehicles other than those operated by local residents, guests, emergency services, deliveries, and other essential vehicles to utilize Healthy Streets; and

WHEREAS, designating certain residential streets as a Healthy Street can promote more pedestrian friendly streets.

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

SECTION 1. ADOPT. The City Council of the City of Lake Forest Park, Washington, supports the inclusion of a Healthy Streets initiative to increase pedestrian safety and the enjoyment of residents on their streets and directs the administration to include Healthy Streets as a possible solution to address requests for traffic calming that provides for the following.

- 1. Publish attachment A. Lake Forest Park Healthy Streets map on the City's Website identifying which streets may apply for the Healthy Streets Initiative.
- 2. Establish standard signage that communicates that Healthy Streets allows only local vehicular traffic, emergency services, and other essential vehicles.
- 3. Establish standard features such as signage, street artwork, or other improvements to indicate entrances to Healthy Streets visually.
- 4. Report implementation capital costs to the council.

<u>SECTION 2. CORRECTIONS.</u> 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 City Council this day of	of the members of the Lake Forest Park
	APPROVED:
	Tom French Mayor
ATTEST/AUTHENTICATED:	
Matthew McLean City Clerk	
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL:	

Resolution No. 24-1958

RESOLUTION NO.: 24-1958

Attachment A: Healthy Streets Map

City of Lake Forest Park Healthy Streets Initiative

