



# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, December 08, 2022 at 7:00 PM**

**Meeting Location: In Person and Virtual / Zoom**

**17425 Ballinger Way NE Lake Forest Park, WA 98155**

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## **INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:**

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

**Join Zoom Webinar: <https://us06web.zoom.us/j/89896180737>  
Call into Webinar: 253-215-8782 | Webinar ID: 898 9618 0737**

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

### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

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

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

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

### **HOW TO SUBMIT WRITTEN COMMENTS:**

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

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

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

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

## **AGENDA**

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

A. State of the Court Report

B. Sheridan Beach Community Club - Sound Transit Presentation

5. **CITIZEN COMMENTS**

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

6. **CONSENT CALENDAR**

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

A. November 10, 2022 City Council Work Session Minutes

B. November 10, 2022 City Council Regular Meeting Minutes

C. November 17, 2022 City Council Special Meeting Minutes

D. City Expenditures for the Period Ending November 23, 2022 (*prepaid*)

E. City Expenditures for the Period Ending December 8, 2022

F. Resolution 1870/Authorizing the Mayor to Sign Agreement with the Shoreline/Lake Forest Park Senior Center for 2023-2024 Calendar Years

G. Resolution 1871/Authorizing the Mayor to Sign Agreement with Center for Human Services for 2023-2024 Calendar Years

H. Resolution 1872/Authorizing the Mayor to Sign Agreement with Shoreline/Lake Forest Park Arts Council Services for 2023-2024 Calendar Years

I. Resolution 1873/Authorizing the Mayor to Sign Agreement with Friends of Third Place Commons for 2023-2024 Calendar Years

- J. Resolution 1874/Authorizing the Mayor to Sign Agreement with the City of Shoreline to Provide an After School Program, “Hang Time”, for Kellogg Middle School Services for the Calendar Years 2023-2024

## **7. ORDINANCES AND RESOLUTIONS FOR ACTION**

- A. Resolution 1862/Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services
- B. Resolution 1869/Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Contract Agreement AG 22-001 with Gray & Osborne, Inc. for 35th Avenue NE Drainage Project
- C. Resolution 1870/ Authorizing the Mayor to Sign a Professional Services Contract Agreement with The Watershed Company for Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination
- D. Resolution 1875/Authorizing the Mayor to sign Amendment No. 1 to a Professional Services Agreement with The Watershed Company (TWC) for additional assistance with a tree inventory of Lake Forest Park.
- E. Resolution 1876/Authorizing the Mayor to sign the Agreement For Homeless Services with the King County Regional Homelessness Authority
- F. Resolution 1877/Adopting the 2023-24 State Legislative Agenda
- G. Resolution 1878/Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage
- H. Resolution 1879/Authorizing the Mayor to Sign Services Agreement with Pat’s Tree and Landscape, Inc. for 2022-2023 Tree Service.
- I. Ordinance 1260/Amending Chapter 15.06 of the Lake Forest Park Municipal Code related to building permit expirations
- J. Ordinance 1261/Adopting the Compost Procurement Policy
- K. Resolution 1880/Adopting the City of Lake Forest Park City Council Meeting Calendar for 2023

## **8. COUNCIL DISCUSSION AND ACTION - Added Item: Direction to City Administration regarding Comments to Sound Transit regarding the 522 BRT**

## **9. OTHER BUSINESS**

## **10. COUNCIL COMMITTEE REPORTS**

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

## **11. EXECUTIVE SESSION**

--Litigation, per RCW 42.30.110(1)(iii)

--Evaluate the performance of a public employee, per RCW 42.30.110(1)(g)

## **12. CLOSED SESSION**

--Regarding Collective Bargaining, per RCW 42.30.140(4)(a)

## **13. ADJOURN**

### **FUTURE SCHEDULE**

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

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

--Monday, January 2, 2023 City Hall closed for New Year's Day (observed)

--Thursday, January 12, 2023 City Council Work Session Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, January 12, 2023 City Council Regular Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

--Monday, January 16, 2023 City Hall closed for Martin Luther King Jr. Day

--Thursday, January 19, 2023 City Council Budget and Finance Committee Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Monday, January 23, 2023 City Council Committee of the Whole Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, January 26, 2023 City Council Regular Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

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

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





# LAKE FOREST PARK MUNICIPAL COURT 2021 STATE OF THE COURT REPORT

Jennifer Johnson Grant, Presiding Judge  
Pamela McConville, Court Administrator  
17425 Ballinger Way NE, 2<sup>nd</sup> Floor  
Lake Forest Park, WA 98155

(206)364-7711

[www.cityofflp.com](http://www.cityofflp.com)

|                              |           |
|------------------------------|-----------|
| <u>Executive Summary</u>     | <u>3</u>  |
| <u>Organizational Chart</u>  | <u>4</u>  |
| <u>Meet Your Court</u>       | <u>5</u>  |
| <u>Year in Review</u>        | <u>8</u>  |
| <u>Judge Portnoy Retires</u> | <u>10</u> |
| <u>Looking Ahead</u>         | <u>10</u> |
| <u>Youth Court</u>           | <u>11</u> |
| <u>By the Numbers</u>        |           |
| <u>Filings</u>               | <u>12</u> |
| <u>Revenue</u>               | <u>12</u> |
| <u>Definitions</u>           | <u>13</u> |

# EXECUTIVE SUMMARY 2021

|                      |                   |
|----------------------|-------------------|
| Presiding Judge 2021 | Linda Portnoy     |
| Presiding Judge 2022 | Jennifer Grant    |
| Administrator        | Pamela McConville |
| Probation            | Phil Stanley      |

17425 Ballinger Way NE, 2<sup>nd</sup> Floor  
Lake Forest Park, WA 98155  
Telephone (206) 364-7711  
Fax (206) 364-7712  
www.cityofflp.com

## Our Mission

*Dedicated to the fair and impartial administration of justice and equal access for all individuals. Committed to serving with respect, competence, and efficiency.*

Lake Forest Park Municipal Court is organized under RCW 3.50 as a limited jurisdiction court to hear misdemeanor crimes and civil infractions committed within its geographic boundaries. The Court is open from 9AM to 5PM, Monday through Friday, and hears cases from the bench twice a week. Jury trials are held during a four-day jury term each month. The Court consists of the following positions:

**Presiding Judge** – The presiding judge is appointed by the Mayor and confirmed by the City Council for a four-year term.

**Court Administrator** – The Court Administrator (CA) is responsible for all non-judicial, day-to-day operations of the court, including court services. The CA develops and implements policies and procedures, the court budget, oversees personnel management and development, accounting, and case flow management. The CA works under the direction of the presiding judge.

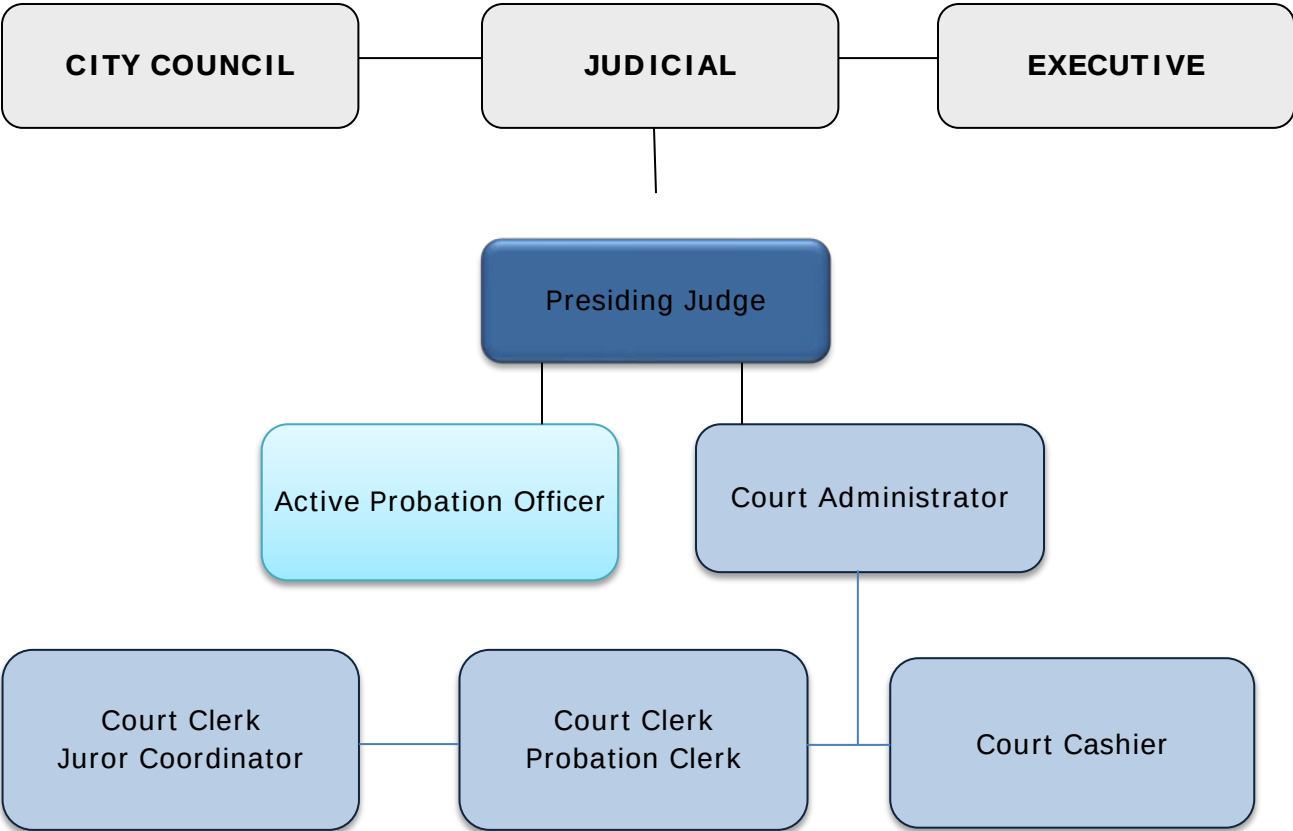
**Probation Clerk/Criminal In Court Clerk** – reviews all court monitored cases not on active probation. Is the criminal in court clerk. This is a full-time position.

**Infraction in Court Clerk/Juror Coordinator** –is the in court clerk on all infraction calendars, runs financial reports, maintains the jury program and all jury related matters. This is a full-time position.

**Court Clerk/Cashier** – The cashier processes payments to the court and performs daily accounting. She also handles infraction and photo enforcement matters. This is a part-time position.

**Probation Officer** – Probation monitors the behavior of individuals sentenced to active probation to ensure that they follow the conditions mandated by the court. Probation works under the supervision of the presiding judge. This is a part time position.

# LAKE FOREST PARK MUNICIPAL COURT ORGANIZATIONAL CHART



## MEET YOUR COURT



**HON. JENNIFER JOHNSON GRANT**  
**Presiding Judge**

Judge Grant is a 1996 graduate of Seattle University School of Law, where she was a Diversity Scholar, Chair of the Women’s Law Caucus, and an Associate Editor of the Law Review. She practiced criminal law for 18 years as a prosecutor for the city of Seattle handling trials, appeals, and therapeutic courts. In 2013, Judge Grant became a civil litigator, a hearing officer for Seattle Public Schools, and judge *pro tem*

in Lake Forest Park. In November 2021, Mayor Johnson appointed Judge Grant to succeed the Honorable Linda S. Portnoy. She is an active member of the Municipal Judges Breakout Room (MJBR) and the District and Municipal Court Judges’ Association (DMCJA).



**PAMELA McCONVILLE**  
**Court Administrator**

Court Administrator Pamela McConville joined Lake Forest Park Municipal Court in October 2020. She has over 25 years’ experience with Des Moines, Kent, and Pacific Municipal Courts. She is an active member of the District and Municipal Court Management Association

(DMCMA) and a member in good standing with the National Association for Court Management (NACM). In 2021, Mrs. McConville attended the Spring DMCMA Manager’s Conference and continued her Certified Court Manager/CCM coursework through the National Center for State Courts (NCSC). Mrs. McConville is the court liaison on the City Leadership Team.



**ELIZABETH ALEXANDER**  
**Criminal Clerk/ Probation Clerk**

Elizabeth Alexander is getting ready to celebrate 5 years with Lake Forest Park. She came to us after 24 years with the King County District Court, Shoreline Division. She served as part time cashier until November of 2020 when she signed on to a full-time clerk position. Elizabeth currently serves as our criminal in-court and probation compliance clerk.



**LOYCE WEISHAAR**  
**Infraction Clerk/ Juror Coordinator**

Loyce Weishaar joined the court in May 2021. She started her public service career in 1990, as an office assistant and courtroom clerk for Spokane County District Court. In 1998, Loyce, moved on to King County Superior Court, working as a bailiff/judicial liaison, for Judges Timothy Bradshaw, William Downing and Linda Lau, until her brief retirement in August of 2017.



**LORI HAYES**  
**Court Cashier**

Lori Hayes assisted the court in 2020 on a temporary basis until January 2021 when she was hired as the court cashier. Lori has many years of experience owning her own business specializing in court collections and managing people. Her experience and skill lend themselves well to dealing with the public over the phone or at the front counter and solving problems. Lori's ties to the court run deep. Her mother served as the Court Administrator then went on to be the City Administrator.

Lori is a proud, lifelong resident of Lake Forest Park.



## **PHIL STANLEY**

### **Probation Officer**

Mr. Stanley joined the court in 2004 after a thirty-year career with the Washington Department of Corrections. He has worked with adult offenders at every stage of the criminal justice system, including probation, parole, work release, prisons, and jail. Mr. Stanley monitors Lake Forest Park individuals sentenced to active probation to ensure that they follow the conditions mandated by the court. His caseload averages 30 to 40 probationers serving sentences with the Lake Forest Park Municipal Court for Domestic Violence charges or Driving Under the Influence (DUI) charge or a charge that has been amended down from a DUI, such as Reckless Driving.

## **PROBATION SERVICES**

### ***Active, Enhanced & Court Monitored***

Defendants are often ordered to comply with active and passive conditions. Active probation conditions require action such as mental health or substance abuse treatment, electronic home monitoring, or installation of an ignition interlock device in their vehicle. Passive conditions are usually orders to refrain from an act, i.e., committing a new criminal law violation or driving without a valid license and insurance. These obligations are imposed pursuant to a suspended sentence or when the defendant enters a prejudgment sentencing agreement, such as a stipulated order of continuance or a deferred prosecution. Noncompliance can result in revocation of suspended jail time or a conviction if a prejudgment sentencing agreement is revoked.

Mr. Stanley works with probationers with active conditions. He reviews the probationer's judgment and sentence forms with them and emphasizes compliance. He alerts the court if there are new violations or other compliance issues and will make sanction recommendations at the review hearing. A probationer on *Active Probation* has hearings set as needed whereas *Enhanced Probation* entails monthly in court reviews. *Court Monitored* probationers are monitored by Ms. Alexander who does a periodic record review for new charges or violations of time pay agreements.



# YEAR IN REVIEW

## 2021: School Zone Photo Enforcement Reaches Unprecedented Volume

Following months of remote learning due to the Covid-19 pandemic, students resumed in person learning in March of 2021. Students were arranged in morning and afternoon sessions. School zone cameras were active for the entire school day to ensure the safe passage of students commuting to their morning and afternoon sessions. In March 2021 the court received 6,669 school zone photo enforcement violations. Coupled with the red-light camera tickets, the court processed 7,714 tickets in March. Those numbers were unprecedented and nearly half the volume received annually.



Over the next few months of the school year, the court staff were inundated with photo tickets and had to ramp up staffing to timely process payments and requested hearings. Requests for hearings surged creating large on-line court calendars. The court was overwhelmed while still trying to handle criminal calendars and regular court business. The staff received some welcomed relief when Lori upped her hours to full time, Deborah stepped out of retirement, and Jessica left the city hall reception desk to lend a hand. In total, the court processed 30,483 photo tickets with a revenue of \$2,800,375.00 primarily in \$136.00 increments. All this hard work is due to the amazing court team.

## 2021: Courthouse Safety Improvement



Extra safety features were added in 2021. Video monitoring was extended to include views of the court lobby, the hallway to the lobby and two views inside the courtroom. If an incident were to arise, court security and court staff could contact the police without having to enter the court room.



# YEAR IN REVIEW

## 2021: Pre-Trial Supervision Program

The Court established Pre-Trial Supervision Program, pursuant to RCW 10.21. Under this chapter, an offender is released prior to trial and ordered to abide by certain affirmative conditions of release. These conditions may include sobriety monitoring, Global Positions System (GPS) or an ignition interlock device. The primary purpose of the program is to safeguard the community; however, the program also helps reduce pre-trial incarceration costs, lowers the failure to appear rate, and promotes defendant accountability. In some cases, the Court pays the cost for sobriety monitoring for defendants who are indigent and unable to pay.



## 2021: Bench Warrant Amnesty Program's

The Lake Forest Park Municipal Court announced the Bench Warrant Amnesty Program on December 1, 2020, to run through March 31, 2021. This program would allow anyone with an active bench warrant under \$5000 to quash their warrant by phone, email, or in writing with no fees. If someone had a warrant over \$5000 or had a domestic violence or alcohol related charge the warrant would not be quashed. Those cases would be set for a hearing for the judge to review. Subsequently, the "Back On Track" program began April 1, 2021 and ran through June 30, 2021. Back On Track was collaborative effort with 25 King County municipal courts participating in the program. Our court alone has had 31 people quash their bench warrants, saving thousands of dollars in jail fees and more importantly helping people get back on track.

KING COUNTY MUNICIPAL COURTS

### BACK ON TRACK

Bench Warrant Removal Program

- **Do you have an arrest warrant(s) in a King County municipal court?**
- **Call, email, or write a letter to that court**
- **In most cases, you can have the warrant quickly removed & a new court hearing scheduled**

CALL NOW - LIMITED TIME!

APRIL 1 - JUNE 30, 2021

REMOVE YOUR WARRANTS & GET YOUR CASES BACK ON TRACK

QUESTIONS? REFER TO THE COURT'S WEBPAGE

## YEAR IN REVIEW

### 2021: The Honorable Judge Linda S. Portnoy retires after 23 Years of Service



Judge Linda S. Portnoy retired after serving as presiding judge for Lake Forest Park Municipal Court since 1998. After 23 years of service, she leaves a legacy of her deep commitment to public service and dedication to the Lake Forest Park Municipal Court. Judge Portnoy is well known throughout the state for her extensive knowledge, leadership, and as a facilitator for equal access to justice for all. Judge Portnoy worked on several Washington court committees and the District and Municipal Court Judges Association (DMCJA.) She received the DMCJA Presidential Award in 2018.

Judge Portnoy has publications on Washington Criminal Practice in Courts of Limited Jurisdiction and LexisNexis. She's also a (co-author) on the Washington State Judge's Impaired Driving Bench Book. In 2001, Judge Portnoy started one of the first Youth Courts in the State of Washington. We want to thank her for all her years of service, dedication, and commitment to the city and the community.

#### *Looking Ahead to 2022 and Beyond:*

- Laserfiche Document Management System
- Court Management System
- Jury Management System
- Updated Website

# SHORELINE /LAKE FOREST PARK YOUTH COURT

**2021 Judges**

**Head Judge**  
Abby Crum

**Asst. Head Judge**  
Andrew Miner

**Bailiff**  
Alexis Edwards

**Bailiff**  
Olivia Muilenburg

**Staff Advisor** Bo Jordan  
WSAYC President

15343 25<sup>th</sup> Ave NE  
Shoreline, WA 98155

**Email** judge.yc@gmail.com

## Youth Court 2020-2021

### Youth Court: By The Numbers

#### Caseload Totals

Tickets Issued 1

#### Types of Charges

Speeding 0

Transit/Carpool 0

License/Registration 0

Failure to Yield 0

Using Personal Device 0

Insurance 0

#### Community Service Hours

10 hours assigned

The Shoreline/Lake Forest Park Youth Court (SLFPYC) operates under the supervision of the Lake Forest Park Municipal Court. The SLFPYC serves as an alternative disposition option for teenagers with an outstanding traffic infraction.

Teenagers who commit a traffic infraction in the cities of Shoreline and Lake Forest Park have the option of referring their case to Youth Court. By agreeing to appear before Youth Court, the student takes responsibility for the alleged infraction and cannot contest it at their Youth Court hearing.

At a typical Youth Court hearing, students present their story before a judge and jury of their peers. The judge and jury question the student before deliberating on a constructive sentence, which is usually composed of community service hours and may also include an essay/research paper, letter of apology, a required defensive driving course, or another option as determined by the jury.

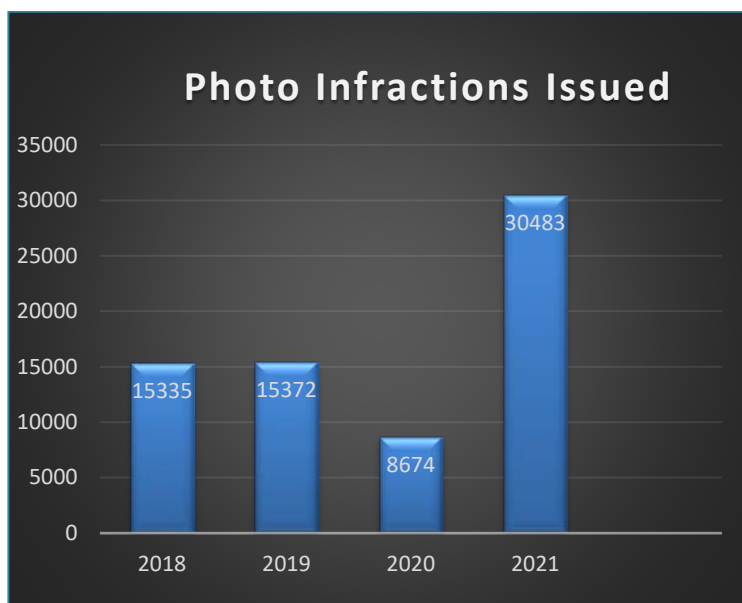
Students typically have two months to complete the terms of their sentence. If the sentence is successfully completed, the SLFPYC notifies the court of origin, and the infraction is dismissed and not reported on the student's driving record. In addition, students must maintain a clean driving record for six months after their Youth Court hearing. If a student receives a ticket within this period, the infraction is reinstated, and the full fine is imposed.

The SLFPYC is one of the first youth courts in the state with the first session held in 2001.

## BY THE NUMBERS

| FILINGS                     | 2018         | 2019         | 2020         | 2021         | 20/21 DIF    |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|
| Traffic Infractions         | 1229         | 1796         | 1043         | 803          | -23%         |
| Non-Traffic Infractions     | 17           | 24           | 18           | 7            | -61%         |
| Driving Under the Influence | 26           | 29           | 10           | 12           | +20%         |
| Criminal, Traffic           | 129          | 171          | 155          | 153          | -1%          |
| Criminal, Non-Traffic       | 89           | 94           | 74           | 81           | +9%          |
| <b>Totals</b>               | <b>1490</b>  | <b>2114</b>  | <b>1300</b>  | <b>1063</b>  | <b>-18%</b>  |
| Parking                     | 44           | 44           | 36           | 33           | -8%          |
| Photo Enforcement           | 15335        | 15372        | 8674         | 30483        | +251%        |
| <b>Totals</b>               | <b>16869</b> | <b>17530</b> | <b>10010</b> | <b>31579</b> | <b>+215%</b> |
| Jury Trials                 | 3            | 4            | 0            | 0            |              |

| REVENUE                         | 2018               | 2019               | 2020               | 2021               | 20/21 DIF    |
|---------------------------------|--------------------|--------------------|--------------------|--------------------|--------------|
| Probation                       | \$67,020           | \$70,988           | \$63,262           | \$34,251           | -46%         |
| Electronic Home Monitoring      | \$4,558            | \$2,055            | \$2,295            | \$3,459            | +51%         |
| Infractions                     | \$161,760          | \$221,840          | \$182,365          | \$142,737          | -22%         |
| Criminal Traffic                | \$25,441           | \$22,211           | \$25,568           | \$24,691           | -3%          |
| Driving Under the Influence     | \$13,589           | \$9,655            | \$20,121           | \$32,734           | +63%         |
| Criminal, Non-Traffic           | \$8,281            | \$9,623            | \$5,377            | \$7,733            | +44%         |
| Court Costs                     | \$5,006            | \$5,240            | \$5,710            | \$5,323            | -7%          |
| All Other                       | \$6,418            | \$5,570            | \$4,298            | \$4,141            | -4%          |
| Parking (non-photo enforcement) | \$2,507            | \$2,479            | \$1,530            | \$1,370            | -10%         |
| Jail/Booking Fees               | \$2,485            | \$1,609            | \$644              | \$1,163            | +81%         |
| Photo Enforcement               | \$1,470,740        | \$1,432,665        | \$972,963          | \$2,800,375        | +188%        |
| <b>Totals</b>                   | <b>\$1,767,805</b> | <b>\$1,783,935</b> | <b>\$1,284,133</b> | <b>\$3,057,977</b> | <b>+138%</b> |

**Criminal Non-Traffic Filings:**

|             |                         |    |
|-------------|-------------------------|----|
| <b>2019</b> | Assault & Assault DV    | 25 |
|             | Other Domestic Violence | 14 |
|             | Theft (shoplifting)     | 25 |
| <b>2020</b> | Assault & Assault DV    | 7  |
|             | Other Domestic Violence | 3  |
|             | Theft (shoplifting)     | 20 |
| <b>2021</b> | Assault                 | 19 |
|             | Other Domestic Violence | 7  |
|             | Theft (shoplifting)     | 14 |

**Criminal Traffic Filings:**

|             |                       |    |
|-------------|-----------------------|----|
| <b>2019</b> | DUI                   | 18 |
|             | Other Alcohol Charges | 4  |
|             | DWLS                  | 82 |
| <b>2020</b> | DUI                   | 9  |
|             | Other Alcohol Charges | 10 |
|             | DWLS                  | 68 |
| <b>2021</b> | DUI                   | 12 |
|             | Other Alcohol Charges | 10 |
|             | DWLS                  | 57 |

**DEFINITIONS**

**Traffic Infractions**—Cases that pertain to (1) the operation or condition of a vehicle whether it is moving, standing, or stopping, and (2) pedestrian offenses.

**Non-Traffic Infractions**—Cases including civil violations of RCW 18.27.340 and 18.106.020, land use license violations, and offenses decriminalized under municipal code, such as dog leash violations and bicycle offenses.

**Parking Infractions**—Cases pertaining only to violations of parking statutes and ordinances. Includes photo enforcement infractions.

**Driving Under the Influence**—Cases that cite RCW 46.61.502, driving while under the influence of intoxicating liquor or drugs, or RCW 46.61.504, actual physical control of a motor vehicle while under the influence of intoxicating liquor or drugs.

**Criminal (Traffic)**—All citations and complaints other than those counted under DUI or Physical Control, that pertain to the operation or use of a vehicle.

**Criminal (Non-Traffic)**—Criminal cases, excluding DUI and Physical Control, Other Traffic Misdemeanors, punishable by up to one year in jail and/or a fine of up to \$5,000.

**CITY OF LAKE FOREST PARK  
CITY COUNCIL WORK SESSION MEETING MINUTES  
November 10, 2022**

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

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

**Councilmembers absent:** none

**Staff present virtually:** Jeff Johnson, Mayor; Phillip Hill, City Administrator; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Calvin Killman, Building Official; Jessica Halterman, Receptionist; JoAnne Trudel, Deputy City Clerk

**Others present:** 2 visitors

**CALL TO ORDER**

Mayor Johnson called the November 10, 2022, City Council work session meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

**Cmbr. French moved** to approve the agenda as presented. **Cmbr. Goldman seconded.**  
**The motion to approve the agenda as presented carried unanimously.**

**Draft Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage**

Finance Director Vaughn presented the item and responded to questions. It was noted the item is on the regular meeting agenda later this evening.

**Discussion Regarding Reducing Building and Grading Permit Expiration Periods from One Year to Six Months**

Public Works Director Perrigo presented the item and, with Building Official Killman, responded to questions. It was noted the item would be brought back to a future meeting.

1   **ADJOURNMENT**

2

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

4

5

6   \_\_\_\_\_

7   Jeff Johnson, Mayor

8

9

10   \_\_\_\_\_

11   JoAnne Trudel, Deputy City Clerk

**CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
November 10, 2022**

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

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

**Councilmembers absent:** none

**Staff present virtually:** Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Andy Silvia, Senior Project Manager; Jessica Halterman, Receptionist; JoAnne Trudel, Deputy City Clerk

**Others present:** 9 visitors

**CALL TO ORDER**

Mayor Johnson called the November 10, 2022 City Council regular meeting to order at 7:00 p.m.

**FLAG SALUTE**

Mayor Johnson led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

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

**PROCLAMATION – Movember**

Chief Harden read the proclamation for Movember.

**PROCLAMATION – Native American Heritage Month**

Cmbr. Kassover read the proclamation for Native American Heritage Month.

**PUBLIC HEARING – 2023-2024 Biennial Budget, 2023 Property Tax Levy, 2023 User Fees, 2023 Surface Water Utility Rate and Tax, 2023-2024 Sewer Utility Rates and Tax, and 2023 Transportation Benefit District Vehicle License Fee and Sales Tax**



Finance Director Vaughn gave the staff presentation and responded to questions from Council.

Mayor Johnson opened the public hearing and invited comments from the audience:

- Alan Keist, LFP resident (financial sustainability)
- Julian Andersen, LFP resident (financial sustainability/accountability/fees)

There being no one else in the audience wishing to speak, Mayor Johnson closed the public hearing.

## **PUBLIC HEARING - 2023-2024 Biennial Budget and Related Items**

Mayor Johnson opened the public hearing.

City Administrator Hill presented the item and, with Finance Director Vaughn, responded to questions.

Mayor Johnson invited questions from the audience:

- Julian Andersen, LFP resident (budget impact on households)
- Alan Keist, LFP resident (budget impact on median income and other households)

There being no one else in the audience wishing to speak, Mayor Johnson closed the public hearing.

## **CITIZEN COMMENTS**

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

- Thomas Fogg, LFP resident (new curb on 35<sup>th</sup> Avenue NE)
- Vicki Scuri, LFP resident (ST3)
- Paula Goode, LFP resident (ST3)

## **CONSENT CALENDAR**

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

1. September 26, 2022 City Council Budget and Finance Committee Special Meeting Minutes
2. October 20, 2022 City Council Budget and Finance Committee Meeting Minutes

3. October 24, 2022 City Council Committee of the Whole Meeting Notes
4. October 27, 2022 City Council Regular Meeting Minutes
5. Approval of City Expenditures for the Period Ending November 10, 2022, covering Claims Fund Check Nos. 84153 through 84201 in the amount of \$405,093.06; additional ACH transactions Invoice Cloud, \$1,225.30; US Bank, \$32,765.59; total approved Claims Fund transactions, \$439,083.95
6. Resolution 1867/Confirming Mayor's Approval of the 2022-2023 Interagency Agreement with the Washington Traffic Safety Commission for the Target Zero Program

**RESOLUTION 1869/Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Agreement AG-22-001 with Gray & Osborne, Inc., for the 35<sup>th</sup> Avenue NE Drainage Project**

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

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

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

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

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

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

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

**Cmbr. Kassover moved** to suspend the three-touch rule for Resolution 1863. **Deputy Mayor French seconded. The motion to suspend the three-touch rule for Resolution 1863 carried unanimously.**

**Cmbr. Kassover moved** to approve as presented Resolution 1863/Authorizing the Mayor to Sign a Professional Services Agreement with V+M Structural Design, Inc., for the Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design. **Deputy Mayor French seconded. The motion to approve Resolution 1863 carried, with Cmbr. Lebo opposed.**

**RESOLUTION 1868/Authorizing the Mayor to Sign an Interlocal Agreement for the Regional Crisis Response Agency**

City Administrator Hill presented the item and responded to questions.

**Cmbr. French moved** to approve as presented Resolution 1868/Authorizing the Mayor to Sign an Interlocal Agreement for the Reginal Crisis Response Agency. **Cmbr. Riddle seconded. Following brief discussion, the motion to approve Resolution 1868 carried unanimously.**

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

City Administrator Hill presented the item and responded to questions.

**Cmbr. French moved** to confirm the Mayor’s Declaration, terminating the Proclamation of Local Emergency due to COVID-19. **Cmbr. Bodi seconded. The motion to confirm the Mayor’s Declaration carried unanimously.**

**COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

Councilmembers reported on meetings they attended.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:02 p.m.

\_\_\_\_\_  
Jeff Johnson, Mayor

\_\_\_\_\_  
JoAnne Trudel, Deputy City Clerk

**CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
November 17, 2022**

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

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

**Councilmembers absent:** none

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

**Others present:** 2 visitors

**CALL TO ORDER**

Mayor Johnson called the November 17, 2022 City Council special meeting to order at 6:00 p.m.

**FLAG SALUTE**

Mayor Johnson gave the Pledge of Allegiance.

**ADOPTION OF AGENDA**

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

**PUBLIC HEARING – 2023-2024 Biennial Budget, 2023 Property Tax Levy, 2023 User Fees, 2023 Surface Water Utility Rate and Tax, 2023-2024 Sewer Utility Rates and tax, and the 2023 Transportation Benefit District Vehicle License Fee and Sales Tax.**

Finance Director Vaughn gave a brief presentation regarding the budget. Director Vaughn reviewed the six-year forecast, the additional revenue increases, and provided an example of the household impact with the increased revenues.

Councilmember Kassover asked about the impact on a multifamily property such as an apartment building, and what the users can expect from that increase.

Finance Director Vaughn stated she would have to look into it before providing an answer but will send it to the Council at a later date.

1  
2 Mayor Johnson opened the public hearing.

3  
4 The following members of the audience shared comments with the Council: There were no  
5 members from the public.

6  
7 Mayor Johnson closed the public hearing.

8  
9 **Ordinance 1255/Establishing the 2023 Property Tax Levy**

10  
11 **Deputy Mayor French moved** to approve Ordinance 1255/Establishing the 2023  
12 Property Tax Levy. **Cmbr. Riddle seconded. The motion to approve Ordinance 1255**  
13 **carried unanimously.**

14  
15 **Ordinance 1257/Increasing the Transportation Benefit District Annual Vehicle License Fee**

16  
17 **Deputy Mayor French moved** to approve Ordinance 1257/Increasing the Transportation  
18 Benefit District Annual Vehicle License Fee. **Cmbr. Kasover seconded.**

19  
20 Cmbr. Lebo stated he would be voting against this item and the next item because there wasn't  
21 a plan in place for how to use the additional revenues that would be generated.

22  
23 **The motion to approve Ordinance 1257 carried with a dissenting vote from Cmbr.**  
24 **Lebo.**

25  
26 **Ordinance 1258/Imposing a Sales and Use Tax of One-tenth of One Percent within the Lake**  
27 **Forest Park Transportation Benefit District**

28  
29 **Deputy Mayor French moved** to approve Ordinance 1258/Imposing a Sales and Use Tax  
30 of One-tenth of One Percent within the Lake Forest Park Transportation Benefit District.  
31 **Cmbr. Riddle seconded. The motion to approve Ordinance 1258 carried with a**  
32 **dissenting vote from Cmbr. Lebo.**

33  
34 **Ordinance 1259/Creating Chapter 3.19 of the Lake Forest Park Municipal Code, Sewer,**  
35 **Stormwater and Surface Water Service Tax**

36  
37 **Deputy Mayor French moved** to approve Ordinance 1259/Creating Chapter 3.19 of the  
38 Lake Forest Park Municipal Code, Sewer, Stormwater and Surface Water Service Tax.  
39 **Cmbr. Riddle seconded.**

40  
41 Cmbr. Lebo stated he could not approve this item and that he would rather see the citizens  
42 vote on this instead of the Council passing this.

**The motion to approve Ordinance 1259 carried with a dissenting vote from Cmbr. Lebo.**

#### **Resolution 1864/Setting 2023 Surface Water Utility Rates**

**Deputy Mayor French moved** to approve Resolution 1864/Setting the Surface Water Utility Rates. **Cmbr. Riddle seconded. The motion to approve Resolution 1864 carried unanimously.**

#### **Resolution 1865/ Setting 2023 and 2024 Sewer Rates**

**Deputy Mayor French moved** to approve Resolution 1865/Setting the 2023 and 2024 Sewer Rates. **Cmbr. Riddle seconded. The motion to approve Resolution 1865 carried unanimously.**

#### **Resolution 1866/Adopting 2023 User Fees**

**Deputy Mayor French moved** to approve Resolution 1866/Adopting the 2023 User Fees. **Cmbr. Riddle seconded. The motion to approve Resolution 1866 carried unanimously.**

#### **Ordinance 1256/Adopting the Biennial Budget for the City of Lake Forest Park for the Years 2023-2024**

**Deputy Mayor French moved** to approve Ordinance 1256/Adopting the Biennial Budget for the City of Lake Forest Park for the Years 2023-2024. **Cmbr. Riddle seconded. The motion to approve Ordinance 1256 carried unanimously.**

The Councilmembers thanked the staff for all their hard work in preparing the budget.

#### **King County Regional Homelessness Authority Interlocal Agreement**

City Administrator Hill gave a brief presentation regarding the King County Regional Homelessness Authority (KCRHA) Interlocal Agreement (ILA). He gave a brief overview of the interlocal agreement between King County and the City of Seattle, which provides coordinated homelessness services throughout King County. The regional ILA provides funding for homelessness services by sub-region, and it would commit the City of Lake Forest Park for the duration of the biennium. The KCRHA team would recommend what type of programming to invest in to serve the North King County residents. A Request for Proposals would be prepared with a review panel including North King County residents and partners. The review panel would make a recommendation that would go to the other North King County city councils with a likely award made in the second quarter of 2023. The city revenues from 2019 House Bill 1406 include a biennial revenue of approximately \$25,000. The ILA provides for a per-capita investment of \$1.20 per resident, and it would be an expenditure of \$32,688 in the 2023/2024 Biennium. The policy considerations for the Council to decide on would be to consider

1 developing a five-year plan and a possible North King County sub-regional plan that could be  
2 developed through a Memorandum of Understanding or Memorandum of Association. The  
3 other thing the Council can consider is whether the proposed process is sufficient.

4  
5 The Councilmembers had a brief discussion about the need for a sub-regional plan and a  
6 regional manager to ensure that the funding stays within the North King County area.

7  
8 City Administrator Hill would like to see that spelled out in an MOU or MOA to ensure that a  
9 sub-regional plan is in place.

10  
11 The Councilmembers would like to see a sub-regional plan and think about committing the  
12 annual revenues that could be used when there is something substantive as part of the sub-  
13 regional plan. The Councilmembers discussed the need for an allocation of staff time that is  
14 dedicated to the North King County Region.

15  
16 City Administrator Hill stated that this would be brought back on December 8 and he would  
17 look into drafting an MOU or MOA and look into committing to the funding.

18  
19 **ADJOURNMENT**

20  
21 There being no further business, the meeting was adjourned at 6:55 p.m.

22  
23  
24 \_\_\_\_\_  
25 Jeff Johnson, Mayor

26  
27  
28 \_\_\_\_\_  
29 Matthew McLean, City Clerk

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
11/23/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84202 through 84252 in the amount of \$173,492.72, PAYROLL FUND ACH transactions in the amount of \$161,714.29 and DIRECT DEPOSIT transactions in the amount of \$162,027.08 are approved for payment this 23rd day of November, 2022.

**Additional approved transactions are:**  
ACH transaction Elavon in the amount of \$606.28  
ACH transaction Lexis Nexis in the amount of \$264.97  
ACH transaction Washington State Excise Tax in the amount of \$14,628.86

Total approved claim fund transactions: \$512,734.20

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee



# Accounts Payable

## Voucher Approval Document

User: dmeagher  
Printed: 11/17/2022 - 12:35PM  
Batch: 00023.11.2022



Section 6, ItemD.

### CLAIM VOUCHER

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

### CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

| Fund                 | Description                    | Amount            |
|----------------------|--------------------------------|-------------------|
| 001                  | General Fund                   | 70,653.21         |
| 101                  | Street Fund                    | 16,926.22         |
| 106                  | Strategic Opportunity Fund     | 2,500.00          |
| 302                  | Transportation Capital Fund    | 21,420.33         |
| 401                  | Sewer Utility Fund             | 8,423.76          |
| 403                  | Surface Water Fund             | 27,161.95         |
| 404                  | Surface Water Capital Fund     | 1,962.50          |
| 407                  | PWTF Repayment Fund            | 51.08             |
| 501                  | Vehicle Equip Replacement Fund | 25,162.45         |
| 631                  | Treasurer's Clearing Fund      | 14,077.04         |
| 635                  | Northshore Emergency Mgmt      | 654.69            |
| <b>Report Total:</b> |                                | <b>188,993.23</b> |

# Bank Reconciliation

## Checks by Date

User: dmeagher  
Printed: 11/17/2022 - 1:25PM  
Cleared and Not Cleared Checks



Section 6, Item D.

| Check No | Check Date | Name                                   | Comment | Module | Clear Date | Amount    |
|----------|------------|----------------------------------------|---------|--------|------------|-----------|
| 0        | 11/23/2022 | Elavon                                 |         | AP     |            | 606.68    |
| 0        | 11/23/2022 | LexisNexis Risk Data Mgmt. Inc.        |         | AP     |            | 264.97    |
| 0        | 11/23/2022 | State of Washington                    |         | AP     |            | 14,628.86 |
| 84202    | 11/23/2022 | Washington Courts/Admin. Office of th  |         | AP     |            | 30.74     |
| 84203    | 11/23/2022 | Century Link                           |         | AP     |            | 138.13    |
| 84204    | 11/23/2022 | James Santerelli Enterprises           |         | AP     |            | 75.00     |
| 84205    | 11/23/2022 | Databar                                |         | AP     |            | 429.60    |
| 84206    | 11/23/2022 | Washington State Department of Licens  |         | AP     |            | 165.00    |
| 84207    | 11/23/2022 | Eastside Public Safety Comm.           |         | AP     |            | 2,029.56  |
| 84208    | 11/23/2022 | Evermark, LLC                          |         | AP     |            | 97.99     |
| 84209    | 11/23/2022 | Jessica Halterman                      |         | AP     |            | 61.98     |
| 84210    | 11/23/2022 | Sheila Harrington                      |         | AP     |            | 130.00    |
| 84211    | 11/23/2022 | Home Depot/GECF                        |         | AP     |            | 448.59    |
| 84212    | 11/23/2022 | Insight Public Sector, Inc.            |         | AP     |            | 19,685.73 |
| 84213    | 11/23/2022 | Johnston Group, LLC                    |         | AP     |            | 3,925.00  |
| 84214    | 11/23/2022 | KCDA Purchasing Co-op.                 |         | AP     |            | 10.22     |
| 84215    | 11/23/2022 | King County Pet License                |         | AP     |            | 210.00    |
| 84216    | 11/23/2022 | King County Finance                    |         | AP     |            | 154.40    |
| 84217    | 11/23/2022 | King County Finance                    |         | AP     |            | 4,997.00  |
| 84218    | 11/23/2022 | KDH Consulting, Inc                    |         | AP     |            | 110.00    |
| 84219    | 11/23/2022 | Kidder Mathews, Inc.                   |         | AP     |            | 2,500.00  |
| 84220    | 11/23/2022 | Washington State Department of Labor   |         | AP     |            | 149.00    |
| 84221    | 11/23/2022 | LaMotte Company                        |         | AP     |            | 54.30     |
| 84222    | 11/23/2022 | City of Lake Forest Park               |         | AP     |            | 2,362.50  |
| 84223    | 11/23/2022 | Lake Forest Park Water Dist            |         | AP     |            | 2,322.18  |
| 84224    | 11/23/2022 | Loomis                                 |         | AP     |            | 173.37    |
| 84225    | 11/23/2022 | Crossmatch LLC                         |         | AP     |            | 40.00     |
| 84226    | 11/23/2022 | LTI, Inc.                              |         | AP     |            | 6,459.49  |
| 84227    | 11/23/2022 | Madrona Law Group, PLLC                |         | AP     |            | 12,459.00 |
| 84228    | 11/23/2022 | Mobile Electrical Dist.                |         | AP     |            | 104.96    |
| 84229    | 11/23/2022 | Motorola Solutions, Inc.               |         | AP     |            | 1,654.50  |
| 84230    | 11/23/2022 | City of Mountlake Terrace              |         | AP     |            | 400.00    |
| 84231    | 11/23/2022 | Northshore Utility District            |         | AP     |            | 15,969.72 |
| 84232    | 11/23/2022 | Office Depot, Inc.                     |         | AP     |            | 80.42     |
| 84233    | 11/23/2022 | Parametrix, Inc                        |         | AP     |            | 14,544.93 |
| 84234    | 11/23/2022 | Pat's Trees & Landscape Inc.           |         | AP     |            | 9,712.64  |
| 84235    | 11/23/2022 | Peerless Network, Inc                  |         | AP     |            | 1,100.92  |
| 84236    | 11/23/2022 | Joseph Pham                            |         | AP     |            | 130.00    |
| 84237    | 11/23/2022 | Pitney Bowes-Reserve Acct.             |         | AP     |            | 6,000.00  |
| 84238    | 11/23/2022 | Puget Sound Energy                     |         | AP     |            | 320.37    |
| 84239    | 11/23/2022 | Puget Sound Executive Services, Inc.   |         | AP     |            | 632.00    |
| 84240    | 11/23/2022 | Red Carpet Building Maint. Inc.        |         | AP     |            | 5,112.77  |
| 84241    | 11/23/2022 | Sarah Roberts                          |         | AP     |            | 8,108.49  |
| 84242    | 11/23/2022 | Juan Robles                            |         | AP     |            | 27.32     |
| 84243    | 11/23/2022 | Stewart MacNichols Harmell, Inc., P.S. |         | AP     |            | 15,000.00 |
| 84244    | 11/23/2022 | Staples Advantage                      |         | AP     |            | 1,939.37  |



## Accounts Payable

## Checks by Date - Summary by Check Date

User: aheller  
 Printed: 11/9/2022 9:05 AM



| Check No                  | Vendor No | Vendor Name                              | Check Date | Check Amount |
|---------------------------|-----------|------------------------------------------|------------|--------------|
| ACH                       | LEOFFTR   | LEOFF TRUST                              | 11/08/2022 | 1,642.02     |
| ACH                       | NAVIA     | Navia Benefit Solutions, Inc.            | 11/08/2022 | 233.28       |
| ACH                       | NAVIAFSA  | Navia - FSA                              | 11/08/2022 | 228.41       |
| ACH                       | TEAMDR    | National D.R.I.V.E.                      | 11/08/2022 | 4.45         |
| ACH                       | TXSDU     | Texas State Disbursement Unit (SDU)      | 11/08/2022 | 1,015.76     |
| ACH                       | WASUPREG  | Washington State Support Registry        | 11/08/2022 | 200.00       |
| ACH                       | Z457      | Vantagepoint Transfer Agents-304508 ICM  | 11/08/2022 | 6,666.84     |
| ACH                       | ZAWC      | AWC                                      | 11/08/2022 | 41,998.01    |
| ACH                       | ZEMPSEC   | Employment Security Dept.                | 11/08/2022 | 466.81       |
| ACH                       | ZGUILD    | LFP Employee Guild                       | 11/08/2022 | 687.50       |
| ACH                       | ZICMA     | Vantagepoint Transfer Agents-107084 ICM  | 11/08/2022 | 28,920.01    |
| ACH                       | ZL&I      | Washington State Department of Labor & I | 11/08/2022 | 5,939.22     |
| ACH                       | ZLEOFF    | Law Enforcement Retirement               | 11/08/2022 | 11,935.22    |
| ACH                       | ZLFPIRS   | Lake Forest Park/IRS                     | 11/08/2022 | 29,689.83    |
| ACH                       | ZPERS     | Public Employees Retirement              | 11/08/2022 | 24,821.55    |
| ACH                       | ZTEAM     | Teamsters Local Union #117               | 11/08/2022 | 202.28       |
| ACH                       | ZWATWT    | Washington Teamsters Welfare Trust       | 11/08/2022 | 7,063.10     |
| Total for 11/8/2022:      |           |                                          |            | 161,714.29   |
| Report Total (17 checks): |           |                                          |            | 161,714.29   |

# Bank Reconciliation

## Checks by Date

User: dmeagher  
Printed: 11/17/2022 - 1:23PM  
Cleared and Not Cleared Checks



Section 6, ItemD.

| Check No            | Check Date | Name | Comment          | Module | Clear Date | Amount     |
|---------------------|------------|------|------------------|--------|------------|------------|
| 0                   | 11/8/2022  |      | DD 00508.11.2022 | PR     |            | 162,027.08 |
| Total Check Count:  |            |      |                  |        |            | 1          |
| Total Check Amount: |            |      |                  |        |            | 162,027.08 |

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
12/8/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84253 through 84297 in the amount of \$375,408.91, PAYROLL FUND ACH transactions in the amount of \$150,437.21 and DIRECT DEPOSIT transactions in the amount of \$167,514.68 are approved for payment this 8th day of December, 2022.

**Additional approved transactions are:**  
ACH transaction US Bank in the amount of \$62,527.68  
ACH transaction Wex Bank in the amount of \$107.97

Total approved claim fund transactions: \$588,481.77

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# Accounts Payable

## Voucher Approval Document

User: dmeagher  
Printed: 12/01/2022 - 1:41PM  
Batch: 00008.12.2022



Section 6, Item E.

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

### CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

| Fund          | Description                    | Amount     |
|---------------|--------------------------------|------------|
| 001           | General Fund                   | 59,115.36  |
| 101           | Street Fund                    | 3,036.12   |
| 106           | Strategic Opportunity Fund     | 3,600.00   |
| 107           | ARPA Fiscal Recovery Fund      | 86,245.00  |
| 401           | Sewer Utility Fund             | 205,221.61 |
| 403           | Surface Water Fund             | 3,307.20   |
| 404           | Surface Water Capital Fund     | 14,060.05  |
| 501           | Vehicle Equip Replacement Fund | 441.54     |
| 631           | Treasurer's Clearing Fund      | 90.00      |
| 635           | Northshore Emergency Mgmt      | 400.00     |
| Report Total: |                                | 375,516.88 |

# Bank Reconciliation

Section 6, Item E.

## Checks by Date

User: dmeagher  
 Printed: 12/02/2022 - 11:35AM  
 Cleared and Not Cleared Checks



| Check No | Check Date | Name                                 | Comment | Module | Clear Date | Amount     |
|----------|------------|--------------------------------------|---------|--------|------------|------------|
| 0        | 12/8/2022  | Wex Bank - Chevron                   |         | AP     |            | 107.97     |
| 84253    | 12/8/2022  | Bruce C Allen & Associates, Inc      |         | AP     |            | 3,600.00   |
| 84254    | 12/8/2022  | Yasmin Alkashef                      |         | AP     |            | 140.00     |
| 84255    | 12/8/2022  | All Battery Sales & Service Inc.     |         | AP     |            | 193.97     |
| 84256    | 12/8/2022  | Aurora Rents, Inc.                   |         | AP     |            | 10,522.18  |
| 84257    | 12/8/2022  | Assefa Berhane                       |         | AP     |            | 94.00      |
| 84258    | 12/8/2022  | Brown Bear Car Wash                  |         | AP     |            | 9.00       |
| 84259    | 12/8/2022  | Bank Of America                      |         | AP     |            | 11,645.13  |
| 84260    | 12/8/2022  | Cadman Materials, Inc.               |         | AP     |            | 206.42     |
| 84261    | 12/8/2022  | Calportland Company                  |         | AP     |            | 163.63     |
| 84262    | 12/8/2022  | Day Wireless Systems                 |         | AP     |            | 971.63     |
| 84263    | 12/8/2022  | Delicate Chinese Translations        |         | AP     |            | 130.00     |
| 84264    | 12/8/2022  | Gray & Osborne, Inc.                 |         | AP     |            | 14,060.05  |
| 84265    | 12/8/2022  | Hopelink                             |         | AP     |            | 34,245.00  |
| 84266    | 12/8/2022  | ICMA Membership Renewal              |         | AP     |            | 1,200.00   |
| 84267    | 12/8/2022  | Judicial Conference Registrar        |         | AP     |            | 350.00     |
| 84268    | 12/8/2022  | KCDA Purchasing Co-op.               |         | AP     |            | 260.95     |
| 84269    | 12/8/2022  | King County Finance                  |         | AP     |            | 6,969.33   |
| 84270    | 12/8/2022  | King County Finance                  |         | AP     |            | 1,045.32   |
| 84271    | 12/8/2022  | King County Finance                  |         | AP     |            | 1,035.00   |
| 84272    | 12/8/2022  | King County Pet License              |         | AP     |            | 90.00      |
| 84273    | 12/8/2022  | King County Finance & Business       |         | AP     |            | 202,154.81 |
| 84274    | 12/8/2022  | KDH Consulting, Inc                  |         | AP     |            | 432.54     |
| 84275    | 12/8/2022  | Law Offices of Christian W. Smith    |         | AP     |            | 900.00     |
| 84276    | 12/8/2022  | LeadsOnline LLC                      |         | AP     |            | 2,419.00   |
| 84277    | 12/8/2022  | Rhonda Lehman                        |         | AP     |            | 397.92     |
| 84278    | 12/8/2022  | Kevin Lowery                         |         | AP     |            | 400.00     |
| 84279    | 12/8/2022  | CRD Design Build Inc                 |         | AP     |            | 80.00      |
| 84280    | 12/8/2022  | Gene Johnson Plumbing Inc            |         | AP     |            | 80.00      |
| 84281    | 12/8/2022  | Kulchin Foundation Drilling Co       |         | AP     |            | 80.00      |
| 84282    | 12/8/2022  | Zoom Seattle LLC/Zoom Drain          |         | AP     |            | 80.00      |
| 84283    | 12/8/2022  | McNamara Industries Inc              |         | AP     |            | 740.88     |
| 84284    | 12/8/2022  | Office Depot, Inc.                   |         | AP     |            | 677.80     |
| 84285    | 12/8/2022  | Pacific Air Control, Inc.            |         | AP     |            | 302.78     |
| 84286    | 12/8/2022  | PACE Engineers, Inc.                 |         | AP     |            | 965.00     |
| 84287    | 12/8/2022  | Pacific Office Automation            |         | AP     |            | 469.03     |
| 84288    | 12/8/2022  | Progressive Animal Welfare Society   |         | AP     |            | 1,320.00   |
| 84289    | 12/8/2022  | Puget Sound Executive Services, Inc. |         | AP     |            | 1,264.00   |
| 84290    | 12/8/2022  | San Diego Police Equipment           |         | AP     |            | 450.98     |
| 84291    | 12/8/2022  | Snohomish Co Sheriff's Office        |         | AP     |            | 20,412.36  |
| 84292    | 12/8/2022  | TC Span America LLC                  |         | AP     |            | 177.90     |
| 84293    | 12/8/2022  | Mary Anchondo                        |         | AP     |            | 52,000.00  |
| 84294    | 12/8/2022  | Harry Tipple                         |         | AP     |            | 152.75     |
| 84295    | 12/8/2022  | Donna Oiland                         |         | AP     |            | 152.75     |
| 84296    | 12/8/2022  | UNUM Life Ins. Co. of America        |         | AP     |            | 2,178.80   |
| 84297    | 12/8/2022  | Yakima Valley Radiology, Inc         |         | AP     |            | 188.00     |



| Check No | Check Date | Name | Comment | Module | Clear Date | Section 6, ItemE. |
|----------|------------|------|---------|--------|------------|-------------------|
|----------|------------|------|---------|--------|------------|-------------------|

Total Check Count:46

Total Check Amount:375,516.88

## Accounts Payable

## Checks by Date - Summary by Check Date

User: aheller  
 Printed: 11/23/2022 7:26 AM



| Check No                  | Vendor No | Vendor Name                              | Check Date | Check Amount |
|---------------------------|-----------|------------------------------------------|------------|--------------|
| ACH                       | LEOFFTR   | LEOFF TRUST                              | 11/23/2022 | 33,030.63    |
| ACH                       | NAVIA     | Navia Benefit Solutions, Inc.            | 11/23/2022 | 233.28       |
| ACH                       | NAVIAFSA  | Navia - FSA                              | 11/23/2022 | 228.41       |
| ACH                       | TEAMDR    | National D.R.I.V.E.                      | 11/23/2022 | 4.45         |
| ACH                       | TXSDU     | Texas State Disbursement Unit (SDU)      | 11/23/2022 | 1,015.76     |
| ACH                       | WASUPREG  | Washington State Support Registry        | 11/23/2022 | 200.00       |
| ACH                       | Z457      | Vantagepoint Transfer Agents-304508 ICM  | 11/23/2022 | 7,044.86     |
| ACH                       | ZAFLAC    | Aflac                                    | 11/23/2022 | 74.75        |
| ACH                       | ZAWC      | AWC                                      | 11/23/2022 | 1,633.23     |
| ACH                       | ZEMPSEC   | Employment Security Dept.                | 11/23/2022 | 483.55       |
| ACH                       | ZGUILD    | LFP Employee Guild                       | 11/23/2022 | 687.50       |
| ACH                       | ZICMA     | Vantagepoint Transfer Agents-107084 ICM  | 11/23/2022 | 30,971.99    |
| ACH                       | ZL&I      | Washington State Department of Labor & I | 11/23/2022 | 5,996.13     |
| ACH                       | ZLEOFF    | Law Enforcement Retirement               | 11/23/2022 | 13,987.48    |
| ACH                       | ZLFPIRS   | Lake Forest Park/IRS                     | 11/23/2022 | 30,981.43    |
| ACH                       | ZPERS     | Public Employees Retirement              | 11/23/2022 | 23,326.58    |
| ACH                       | ZTEAM     | Teamsters Local Union #117               | 11/23/2022 | 202.28       |
| ACH                       | ZWATWT    | Washington Teamsters Welfare Trust       | 11/23/2022 | 334.90       |
| Total for 11/23/2022:     |           |                                          |            | 150,437.21   |
| Report Total (18 checks): |           |                                          |            | 150,437.21   |

# Bank Reconciliation

## Checks by Date

User: dmeagher  
Printed: 12/02/2022 - 11:33AM  
Cleared and Not Cleared Checks



Section 6, Item E.

| Check No            | Check Date | Name | Comment          | Module | Clear Date | Amount     |
|---------------------|------------|------|------------------|--------|------------|------------|
| 0                   | 11/23/2022 |      | DD 00523.11.2022 | PR     |            | 167,514.68 |
| Total Check Count:  |            |      |                  |        |            | 1          |
| Total Check Amount: |            |      |                  |        |            | 167,514.68 |



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

|                        |                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date           | December 8, 2022                                                                                                                       |
| Originating Department | Public Works                                                                                                                           |
| Contact Person         | Cory Roche, Environmental & Sustainability Specialist                                                                                  |
| Title                  | Resolution 1870/Authorizing the Mayor to Sign Agreement with the Shoreline/Lake Forest Park Senior Center for 2023-2024 Calendar Years |

Legislative History

- |                       |                                              |
|-----------------------|----------------------------------------------|
| • First Presentation  | August 11, 2022 City Council Special Meeting |
| • Second Presentation | Included in the 2023-2024 Budget             |
| • Action              | December 8, 2022 City Council Meeting        |

Attachments:

1. Resolution 1870
2. Agreement with the Shoreline/Lake Forest Park Senior Center for 2023-2024
3. Exhibits A-C for Agreement

Executive Summary

In the 2023-2024 biennium budget, the City appropriated \$25,000 to the Shoreline/Lake Forest Park Senior Center (“Senior Center”) per year. The Senior Center is operated by Sound Generations of Seattle-King County and provides social, recreational, health maintenance, enhancement classes, and services for seniors aged 62 years and older. In 2016, the Senior Center budget was cut by \$31,000 when United Way reduced its contribution by \$800,000 for all King County Sound Generations (formerly Senior Services) programs. In 2017, a King County Levy passed to replace the United Way funding discrepancies. The additional funding from the City will allow the Senior Center to continue to increase programs and services as well as help with the costs of adding a new staff member to help with programming needs.

Background

The City has provided funds to the Senior Center since 2000. It is located 3.5 miles northeast of City Hall. City funding for the Senior Center has fluctuated over the past ten years due to the economy. Funding amounts and percentage increases since 2008 are provided below:

| The Shoreline/Lake Forest Park Senior Center – LFP Contract |                                  |                                   |
|-------------------------------------------------------------|----------------------------------|-----------------------------------|
| Year                                                        | Annual City Funding Contribution | Percent Change from Previous Year |
| 2008                                                        | \$18,990                         |                                   |
| 2009                                                        | \$18,500                         | -2.58%                            |
| 2010-2014                                                   | \$11,500/year                    | -37.84%                           |
| 2015-2016                                                   | \$12,650/year                    | 10%                               |
| 2017-2018                                                   | \$17,000/year                    | 34.38%                            |
| 2019-2020                                                   | \$18,000/year                    | 5.8%                              |
| 2021-2022                                                   | \$18,000/year                    | 0%                                |
| 2023-2024                                                   | \$25,000/year                    | 39%                               |

Fiscal & Policy Implications

Without City funding, the Senior Center would not be able to provide social, recreational, health maintenance, enhancement classes, and services for seniors aged 62 years and older at the same level of service to Lake Forest Park residents.

Alternatives

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

Staff Recommendation

Review and authorize the Mayor to sign a contract with the Senior Center for the calendar years of 2023-2024.

**RESOLUTION NO. 1870**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SOUND GENERATIONS OF SEATTLE-KING COUNTY FOR THE SHORELINE/LAKE FOREST PARK SENIOR CENTER FOR CALENDAR YEARS 2023-2024**

---

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

**WHEREAS**, the City has determined that the Shoreline/Lake Forest Park Senior Center (“Senior Center”) is equipped to provide these needed services for citizens in Lake Forest Park; and

**WHEREAS**, the City desires to contract with the Senior Center to provide services as described within this agreement attached hereto; and

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

**WHEREAS**, the City Attorney has reviewed and approved the proposed agreement.

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

Section 1. AUTHORIZATION . The Mayor is authorized to sign the agreement attached hereto as Exhibit A with Sound Generations of Seattle-King County to provide services at the Shoreline/Lake Forest Park Senior Center for calendar years 2023-2024.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

---

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

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



|                                                     |                              |
|-----------------------------------------------------|------------------------------|
| Agency: Shoreline/Lake Forest Park Senior Center    | Federal ID No. 91-1823805    |
| Contract Dates: January 1, 2023 – December 31, 2024 | Funding Source: General Fund |

**AGENCY SERVICES AGREEMENT**

THIS Agency Service Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Sound Generations of Seattle-King County, a 501(C)3 non-profit corporation (hereinafter referred to as “the Agency.”) The term of this Agreement is January 1, 2023-December 31, 2024.

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

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

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

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

**ARTICLE I**

**Services and Responsibilities of the Agency**

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



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

## ARTICLE II

### **Responsibilities of the City**

- 2.1 The City's representative for this Contract shall be the Environmental & Sustainability Coordinator or a designee. All official communication shall be made through the Environmental & Sustainability Specialist or his or her designated representatives.
- 2.2. The City shall provide the Agency with information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

## ARTICLE III

### **The Agency's Fees and Payments**

- 3.1 The City will compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A, in a total amount not to exceed the amount specified in the Program Budget, Exhibit B (\$25,000 per calendar year). The compensation shall be paid in equal quarterly payments throughout the term of this Agreement unless a change in basic services is mutually agreed to by the parties pursuant to Section 1.2 above.
- 3.2 The Agency will seek prior written permission from the City for the purchase of items costing \$300 or more with funds provided under this agreement.
- 3.3 Fees for additional services will be negotiated by the City and the Agency.
- 3.4 The Agency shall submit properly executed quarterly invoices with the Invoice for Services, Exhibit C attached and incorporated herein. Invoices will include documentation of costs in the form of payroll reports and receipts and/or purchase orders. The City may withhold payment pending timely delivery for such reports and information.
- 3.5 Invoices and reports will be due by the tenth working day of the month following the quarter.
- 3.6 Administrative or indirect costs accrued by the Agency that are associated with the Project will not be charged to the City.
- 3.7 The Agency's requests for payment shall be submitted digitally by email to the Environmental & Sustainability Specialist or designee with electronic signatures where necessary.

## ARTICLE IV

**Ownership of Work Products and Equipment**

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

## ARTICLE V

**Legal Relations**

- 5.1. Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2. Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3. Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal/and or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4. Hold Harmless and Indemnification: The Agency hereby agrees to save harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney's fees, due to the negligent acts, errors, or omissions of the Agency, the Agency's agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 5.5. No waiver: Neither the City's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.6. Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.7. Insurance: Prior to the execution of this Agreement, the Agency shall, at the Agency's own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual

and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best’s rating of not less than A: VII. Furthermore the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency’s insurance and shall not contribute to it.

The commercial general liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency’s sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

The automobile liability insurance shall be in the amount of and not less than \$5,000,000 combined single limit. The automobile liability insurance shall provide coverage for the Agency’s owned and non-owned vehicles.

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

ARTICLE VI

**Record Keeping**

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

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

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

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

ARTICLE VII

**Nondiscrimination**

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of Service or any other benefits under this Agreement. The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.
- 7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504, and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

**Recycled Product Procurement Policy**

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

ARTICLE IX

**Termination of Agreement**

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

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

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

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

ARTICLE X

**Future Support**

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

ARTICLE XI

**Entire Agreement**

- 11.1 Entire Agreement: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement consists of six pages plus the attached Exhibits incorporated herein. These documents constitute the entire Agreement between the parties and may be amended only by written agreement signed by authorized officers of the parties.
- Exhibit A

Exhibit B

Exhibit C

Scope of Work

Budget

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

City of Lake Forest Park

Sound Generations of Seattle-King County

\_\_\_\_\_  
Jeff Johnson, Mayor

\_\_\_\_\_  
Denise Klein, CEO

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SCOPE OF WORK - EXHIBIT A [2023-2024]

SECTION 1—Work Products

Services

1.

The Agency will provide social, recreational, health maintenance and enhancement classes and services for seniors, 62 years and older.
2.

Services will include but not be limited to: nutritional programs, exercise classes, nursing consultation, health monitoring, educational and financial seminars and other social/recreational activities.
3.

For the purposes of this Agreement, units of service will be defined as individual "contacts"/ "attendance" at a health or recreation session at the center.
4.

The Agency agrees to the following project requirements:

210

Lake Forest Park residents enrolled in health or recreation sessions

2,031

Hours of attendance in health programs for Lake Forest Park residents

2,558

Hours of attendance in recreation programs for Lake Forest Park residents
5.

Services will be provided by qualified class instructors, social workers, nurses, and other health practitioners.
6.

The Agency will document the number of unduplicated clients and service units through registration forms and attendance sheets. These records will be made available to the City each along with each quarterly invoice.
7.

The Agency will be responsible for recruiting clients who reside in Lake Forest Park. Methods may include but will not be limited to: offering satellite classes in Lake Forest Park, distributing fliers in Lake Forest Park, and promoting events on the City's website.
8.

The Agency will make an effort to provide transportation assistance to Lake Forest Park residents when necessary.
- 9

The Agency will report its services on the Invoice for Services form attached in Exhibit C by the tenth working day of the month following the end of each quarter.

Outcomes

| OUTCOME                                                                | INDICATOR                                                                                                                                                                                                   | MEASUREMENT TOOL               |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Older adults are able to maintain the highest possible quality of life | <div><div>• Optimum physical and mental health is maintained</div><div>• Individuals engage in social activities</div><div>• Individuals are provided with resources/advocacy/services/ support</div></div> | Survey at the end of each year |

PROGRAM BUDGET - EXHIBIT B [2023-2024]

SECTION 1—Agency Budget

| Budget Category | City funds |        |
|-----------------|------------|--------|
|                 | 2023       | 2024   |
| Personnel costs | 25,000     | 25,000 |

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 1—Invoice

Payer:

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

Payment to:

Senior Services of Seattle/King County  
 Shoreline/Lake Forest Park Senior Center  
 2208 Second Avenue  
 Seattle, WA 98121  
 Contact: Theresa LaCroix  
 (206) 365-1536

| <b>Billing Period:</b>        | <b>Total Quarter Request:</b> |
|-------------------------------|-------------------------------|
| <b>Date submitted:</b>        |                               |
| <b>Yearly Contract Amount</b> | <b>\$25,000</b>               |
| Amount Billed this Report     |                               |
| Amount Previously Billed      |                               |
| Total YTD                     |                               |
| Contract Balance Remaining    |                               |

### Payment Request For Services

| Service      | Fee | This Request | Previous Request | YTD | Balance |
|--------------|-----|--------------|------------------|-----|---------|
| Personnel    |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
| <b>Total</b> |     |              |                  |     |         |

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

**Printed Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 2—Service Report

**Agency:** Shoreline/Lake Forest Park Senior Center

**Reporting Dates:**

1.

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

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

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



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

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|                        |                                                                                                                     |
|------------------------|---------------------------------------------------------------------------------------------------------------------|
| Meeting Date           | December 8, 2022                                                                                                    |
| Originating Department | Public Works                                                                                                        |
| Contact Person         | Cory Roche, Environmental & Sustainability Specialist                                                               |
| Title                  | Resolution 1871/Authorizing the Mayor to Sign Agreement with Center for Human Services for 2023-2024 Calendar Years |

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Legislative History

- First PresentationAugust 11, 2022 City Council Special Meeting
  - Second PresentationIncluded in the 2023-2024 Budget
  - ActionDecember 8, 2022 City Council Meeting
- 

Attachments:

1. Resolution 1871
  2. Agreement with the Center for Human Services for 2023-2024
  3. Exhibits A-C for Agreement
- 

Executive Summary

The City Council appropriated \$27,000 to the Center for Human Services (CHS) for each year of the 2023-2024 biennium budget. The funding from the City will allow CHS to continue to provide mental health counseling, drug and alcohol treatment, and outreach services for Lake Forest Park residents and the community who are below 80% of state median income or have special circumstances that prevent them from paying the full rate for services. The services are at no cost or on a sliding scale fee to income qualified clients up to a maximum of \$2,000 of services to any one individual or family. CHS will report the services it provides on a quarterly basis and include an outcome progress report.

## Background

Founded in 1982, the CHS provides counseling, treatment, and outreach and education services. The City of Lake Forest Park has provided funds to CHS since 2000. Funding amounts and percentage increases since 2007 are provided below:

| <b>The Center for Human Services – LFP Contract</b> |                                         |                                          |
|-----------------------------------------------------|-----------------------------------------|------------------------------------------|
| <b>Year</b>                                         | <b>Yearly City Funding Contribution</b> | <b>Percent Change from Previous Year</b> |
| 2007                                                | \$11,640                                |                                          |
| 2008                                                | \$11,990                                | 3%                                       |
| 2009-2014                                           | \$12,000                                | .08%                                     |
| 2015-2016                                           | \$13,200                                | 10%                                      |
| 2017-2018                                           | \$17,000                                | 28.79%                                   |
| 2019-2020                                           | \$27,000                                | 58.82%                                   |
| 2021-2022                                           | \$27,000                                | 0%                                       |

## Fiscal & Policy Implications

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

## Alternatives

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

## Staff Recommendation

Review and authorize the Mayor to sign a contract with Center for Human Services for calendar years of 2023-2024.

## RESOLUTION NO. 1871

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE CENTER FOR HUMAN SERVICES FOR SUBSTANCE ABUSE AND MENTAL HEALTH COUNSELING AND TREATMENT FOR CALENDAR YEARS 2023-2024

---

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

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

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

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

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

**WHEREAS**, the City Attorney has reviewed and approved the proposed agreement;

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Exhibit A with the Center for Human Services for calendar years 2023-2024.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

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



|                                                   |                              |
|---------------------------------------------------|------------------------------|
| Agency: Center for Human Services                 | Federal ID No. 23-7082323    |
| Contract Dates: January 1, 2023-December 31, 2024 | Funding Source: General Fund |

**AGENCY SERVICES AGREEMENT**

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and the Center for Human Services, a 501(C)3 non-profit corporation (hereinafter referred to as “the Agency.”) The term of this Agreement is January 1, 2023 - December 31, 2024.

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

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

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

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

**ARTICLE I**

**Services and Responsibilities of the Agency**

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

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

ARTICLE II

**Responsibilities of the City**

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

ARTICLE III

**The Agency’s Fees and Payments**

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

ARTICLE IV

**Ownership of Work Products and Equipment**

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

## ARTICLE V

**Legal Relations**

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

The commercial general liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency's sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

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



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

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

ARTICLE VI

**Record Keeping**

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

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

- 6.2 Agency Records: The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.
- 6.3 Maintenance of Records: Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

**Nondiscrimination**

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

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

ARTICLE VIII

**Recycled Product Procurement Policy**

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

ARTICLE IX

**Termination of Agreement**

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

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

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

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

ARTICLE X

**Future Support**

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

ARTICLE XI

**Entire Agreement**

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

Exhibit B

Scope of Work

Invoice for Services, Service Report, and Service Summary Report

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

|                          |                                |
|--------------------------|--------------------------------|
| City of Lake Forest Park | Center for Human Services      |
| <hr/>                    | <hr/>                          |
| Jeff Johnson, Mayor      | Colleen Blake, Board President |
| Date <hr/>               | Date <hr/>                     |

ATTEST: 

---

City Clerk Matthew McLean~~Evelyn Jahed~~,

APPROVED AS TO FORM:

---

Kim Adams Pratt, City Attorney

## **SCOPE OF WORK - EXHIBIT A [2023-2024]**

### **SECTION 1—Work Products**

The Agency will provide mental health and substance abuse assessments, substance abuse treatment and mental health counseling to Lake Forest Park residents with incomes at or below 80% of the State Median Income or have extenuating circumstances that prevent them from paying the full cost for service.

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

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

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

### **SECTION 2—Reporting**

#### Outcomes

The Agency will report on the outcome of their services with each quarterly report. The outcomes are the same as those reported to United Way by the Agency for drug and alcohol treatment and mental health. Those include:

1. Client's use of alcohol/drugs will decrease at or before discharge.
2. Clients will show a reduction of symptoms.

#### Treatment

The Agency will also report with each quarterly report:

1. Identification number for each Lake Forest Park client
2. Date of service

## **SCOPE OF WORK - EXHIBIT A [2023-2024]**

### **SECTION 2—Reporting**

3. Type of service provided
4. Number and duration of sessions

#### Outreach/Referral

The Agency will describe this service in its report.

# INVOICE FOR SERVICES - EXHIBIT B [2023-2024]

## SECTION 1—Invoice

Payer:

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

Payment to:

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

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Billing Period:</b>        | <b>Total Quarter Request:</b> |
| <b>Date submitted:</b>        |                               |
|                               |                               |
| <b>Yearly Contract Amount</b> | <b>\$27,000</b>               |
| Amount Billed this Report     |                               |
| Amount Previously Billed      |                               |
| Total YTD                     |                               |
| Contract Balance Remaining    |                               |

## Payment Request For Services

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

[illegible]

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

**Printed Name:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**INVOICE FOR SERVICES - EXHIBIT B [2023-2024]**  
**SECTION 2—Service Report**

**Agency:** Center for Human Services  
**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

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

## Service Summary Report - EXHIBIT B [2023-2024]

### SECTION 3—Service Summary Report

**Agency:** Center for Human Services

**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

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

Outcome Measurement Criteria:

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

# INVOICE FOR SERVICES - EXHIBIT B [2023-2024]

## SECTION 3—Service Summary Report

**Agency:** Center for Human Services

**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

Outcome Results:

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



## SCOPE OF WORK - EXHIBIT A [2023-2024]

### SECTION 1—Work Products

The Agency will provide mental health and substance abuse assessments, substance abuse treatment and mental health counseling to Lake Forest Park residents with incomes at or below 80% of the State Median Income or have extenuating circumstances that prevent them from paying the full cost for service.

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

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

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

### SECTION 2—Reporting

#### Outcomes

The Agency will report on the outcome of their services with each quarterly report. The outcomes are the same as those reported to United Way by the Agency for drug and alcohol treatment and mental health. Those include:

1. Client's use of alcohol/drugs will decrease at or before discharge.
2. Clients will show a reduction of symptoms.

#### Treatment

The Agency will also report with each quarterly report:

1. Identification number for each Lake Forest Park client
2. Date of service

## SCOPE OF WORK - EXHIBIT A [2023-2024]

### SECTION 2—Reporting

3. Type of service provided
4. Number and duration of sessions

#### Outreach/Referral

The Agency will describe this service in its report.

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 1—Invoice

Payer:

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

Payment to:

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

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Billing Period:</b>        | <b>Total Quarter Request:</b> |
| <b>Date submitted:</b>        |                               |
|                               |                               |
| <b>Yearly Contract Amount</b> | <b>\$27,000</b>               |
| Amount Billed this Report     |                               |
| Amount Previously Billed      |                               |
| Total YTD                     |                               |
| Contract Balance Remaining    |                               |

## Payment Request For Services

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

| Service | Fee | This Request | Previous Request | YTD | Balance |
|---------|-----|--------------|------------------|-----|---------|
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
| Total   |     |              |                  |     |         |

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

**Printed Name:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**INVOICE FOR SERVICES - EXHIBIT C [2023-2024]**  
**SECTION 2—Service Report**

**Agency:** Center for Human Services  
**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

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

## Service Summary Report - EXHIBIT C [2023-2024]

### SECTION 3—Service Summary Report

**Agency:** Center for Human Services

**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

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

Outcome Measurement Criteria:

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

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 3—Service Summary Report

**Agency:** Center for Human Services

**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

Outcome Results:

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



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

|                        |                                                                                                                                            |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date           | December 8, 2022                                                                                                                           |
| Originating Department | Public Works                                                                                                                               |
| Contact Person         | Cory Roche, Environmental & Sustainability Specialist                                                                                      |
| Title                  | Resolution 1872/Authorizing the Mayor to Sign Agreement with Shoreline/Lake Forest Park Arts Council Services for 2023-2024 Calendar Years |

Legislative History

- First PresentationAugust 11, 2022 City Council Special Meeting
- Second PresentationIncluded in the 2023-2024 Budget
- ActionDecember 8, 2022 City Council Meeting

Attachments:

- Resolution 1872
- Agreement with the Shoreline/Lake Forest Park Arts Council for 2023-2024
- Exhibits A-C for Agreement

Executive Summary

In the 2023-2024 biennium, the City appropriated \$18,000 to the Shoreline/Lake Forest Park Arts Council (aka ShoreLake Arts). This funding and contract will allow ShoreLake Arts to continue to provide art and cultural events in Lake Forest Park. ShoreLake Arts will report the services it provides on a quarterly basis and include an outcome progress report. ShoreLake Arts is required to raise \$6,500 from Lake Forest Park citizens, businesses and local non-government agencies for each year of the contract.

Background

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

| Shoreline/Lake Forest Park Arts Council – LFP Contract |          |          |           |           |           |           |           |           |
|--------------------------------------------------------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                                                        | 2007     | 2008     | 2009-2014 | 2015-2016 | 2016-2017 | 2019-2020 | 2021-2022 | 2023-2024 |
| City Contribution                                      | \$15,600 | \$16,070 | \$16,000  | \$16,320  | \$16,500  | \$18,000  | \$18,000  | \$18,000  |
| Required Match                                         | \$6,060  | \$6,060  | \$6,060   | \$6,500   | \$6,500   | \$6,500   | \$6,500   | \$6,500   |
| Total                                                  | \$21,660 | \$22,130 | \$22,060  | \$22,820  | \$23,000  | \$24,500  | \$24,500  | \$24,500  |
| Percent Change                                         |          | 3%       | -.04%     | 2%        | 1.1%      | 9.09%     | 0%        | 0%        |

Fiscal & Policy Implications

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

Alternatives

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

Staff Recommendation

Review and authorize the Mayor to sign a contract with Shoreline/Lake Forest Park Art’s Council for the calendar years of 2023-2024.

## RESOLUTION NO. 1872

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGENCY SERVICES AGREEMENT WITH SHORELINE/LAKE FOREST PARK ARTS COUNCIL FOR CALENDAR YEARS 2023-2024

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

**WHEREAS**, the City desires to contract with the Shoreline/Lake Forest Park Arts Council ("ShoreLake Arts") to provide services as described within the agreement attached hereto; and

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

**WHEREAS**, the City Attorney has reviewed and approved the proposed agreement.

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

Section 1. AUTHORIZATION . The Mayor is authorized to sign the agreement attached hereto as Exhibit A with the Shoreline/Lake Forest Park Arts Council for calendar years 2023-2024.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

---

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:



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Matthew McLean  
City Clerk

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



|                                                     |                               |
|-----------------------------------------------------|-------------------------------|
| Agency: Shoreline/Lake Forest Park Arts Council     | Federal ID Number: 91-1475914 |
| Contract Dates: January 1, 2023 – December 31, 2024 | Funding Source: General Fund  |

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington hereinafter referred to as “the City,” and the Shoreline/Lake Forest Park Arts Council, also known as ShoreLake Arts, a 501(c)(3) nonprofit organization hereinafter referred to as “the Agency.” The term of this Agreement is January 1, 2023-December 31, 2024.

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 Basic Services: The Agency will provide public arts programs that are specifically identified in the Scope of Work, attached and incorporated as Exhibit A (the “Project” or “Services”). The Agency will provide documentation to the City that it has raised 50% (\$3,250) of the Agency’s required \$6,500 match from Lake Forest Park citizens, businesses and local non-government agencies by June 30<sup>th</sup> for each calendar year of this Agreement. The Agency will provide documentation to the City that it has raised 100% (\$6,500) of the Agency’s required match from Lake Forest Park citizens, businesses and local non-government agencies by December 31<sup>st</sup> for each calendar year of this Agreement.
- 1.2 Additional Services: The Agency may be requested in writing to perform additional or follow-up work in addition to the basic Services in Exhibit A. Additional Services must be authorized in a written addendum to this Agreement and approved by both parties.
- 1.3 Notice Affecting Performance: The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this Agreement immediately after the Agency’s discovery of the same.
- 1.4 Quality of Performance: The Agency shall be responsible for the quality and suitability of Services provided. The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Agreement shall be the Environmental & Sustainability Specialist or a designee. All official communication shall be made through the Environmental & Sustainability Specialist or his or her designated representatives.

- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

### ARTICLE III

#### **The Agency's Fees and Payments**

- 3.1 The City shall compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A, at the flat fee rate specified in Exhibit A for each service or series of services provided. The flat fee rate shall remain constant throughout the Project, unless a change in the basic services and compensation therefor is mutually agreed to by the parties pursuant to Section 1.2.
- 3.2 The flat fees in Exhibit A are based on the Program Budget, attached and incorporated as Exhibit B, which contains anticipated expenses for providing the Services and all estimated income generated by the Agency as a result of performing the Services. Income may include other grants and contributions that directly support the Services, and/or payments to be made by Project recipients.
- 3.3 Fees for services in addition to those identified in Exhibit A will be negotiated by the City and the Agency.
- 3.4 To secure payment, the Agency shall submit properly executed quarterly invoices with the Invoice for Services set forth in Exhibit C attached and incorporated herein.
- 3.5 Invoices for Services will be due by the tenth working day of the month following each quarter. Invoices without the appropriate service reports will not be paid until the reports are received by the City.
- 3.6 The Agency's requests for payment shall be submitted electronically by email to the Environmental & Sustainability Specialist or designee with electronic signatures where necessary.

### ARTICLE IV

#### **Ownership of Work Products and Equipment**

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

### ARTICLE V

#### **Legal Relations**

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.

- 5.2 Applicable laws; venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal/and or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall not make claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 No waiver: Neither the City's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.6 Insurance: Prior to the execution of this Agreement, the Agency shall, at the Agency's own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best's rating of not less than A: VII. Furthermore the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance as respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency's insurance and shall not contribute to it.
- The Commercial General Liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency's sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.
- 5.7 Hold Harmless and Indemnification: The Agency hereby agrees to save harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney's fees, due to the negligent acts, errors, or omissions of the Agency, the Agency's agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 5.8 Subcontractors: The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

## ARTICLE VI

**Record Keeping**

- 6.1 **Right to Audit:** The City shall have the right to audit the Agency's books and records with respect to Services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to the funding for this Agreement for the purpose of making any audit, examination, excerpts, and transcriptions.
- 6.2 **Agency Records:** The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents relevant to public records requests received by the City for documents in the possession of the Agency.
- 6.3 **Maintenance of Records:** Records shall be maintained for a period of three (3) years after termination of the Agreement.

## ARTICLE VII

**Nondiscrimination**

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

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

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

## ARTICLE VIII

**Recycled Product Procurement Policy**

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

## ARTICLE IX

**Termination of Agreement**

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

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

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

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

ARTICLE X

**Future Support**

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

ARTICLE XI

**Entire Agreement**

- 11.1 **Entire Agreement:** This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of six pages plus the attached exhibits incorporated herein:
- |           |                                                                  |
|-----------|------------------------------------------------------------------|
| Exhibit A | Scope of Work                                                    |
| Exhibit B | Program Budget                                                   |
| Exhibit C | Invoice for Services, Service Report, and Service Summary Report |
- 11.2 **Severability:** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- 11.3 **Modification of Agreement:** This Agreement may be modified by written amendment only after it has been signed by both the City and the Agency and, if required by City resolution, ordinance or code, approved by the City Council.
- 11.4 **Arbitration:** In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory

arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney’s fees, both at arbitration and on appeal.

City of Lake Forest Park

Shoreline/Lake Forest Park Arts Council

\_\_\_\_\_  
Jeff Johnson, Mayor

\_\_\_\_\_  
Tracy Thorleifson, Board President

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SCOPE OF WORK - EXHIBIT A [2023-2024]

SECTION 1—Work Products

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

| <u>Programs</u>                                                                                                                                                                                                                                                                                                                                                                                 | <u>Cost</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. <b>Concerts in the Park</b><br>2 at \$1,000/concert<br>2 concerts in the months of July or August at Animal Acres Park<br>Concerts are free and accessible to all residents.                                                                                                                                                                                                                 | \$3,000     |
| 2. <b>The Arts Festival</b><br>The festival is free of charge.<br>Exposure to different cultures through education,<br>participation and interactive hands-on opportunities in the arts.                                                                                                                                                                                                        | \$5,000     |
| 3. <b>Arts &amp; Culture Events (4 events)</b><br>Series runs February to November each year. Nominal fee charged.                                                                                                                                                                                                                                                                              | \$4,000     |
| 4. <b>Artists in Schools/Arts Education Projects</b><br>Professional artists will work with students and teachers at:<br>Brookside Elementary School<br>Lake Forest Park Elementary School<br>Kellogg Middle School<br>Shorecrest High School.                                                                                                                                                  | \$1,550     |
| 5. <b>Community Outreach/Family Events</b><br>Community projects (example: grant awards to other community groups),<br>Publicity and Outreach (example: annual report, Enews, social media efforts),<br>The Gallery at the Town Center, Special Events, and Family Events (example:<br>youth hands-on art projects at community events, specialty programs with<br>King County Library System). | \$4,450     |
| <b>Total: \$18,000</b>                                                                                                                                                                                                                                                                                                                                                                          |             |

Program Promotion

Events are marketed to Lake Forest Park residents through: the City's website, school newsletters, Arts Council website, e-news, fliers at businesses, schools, City Hall, Third Place Commons, Lake Forest Park King County Library, the YMCA, Shoreline Community College, Spartan gym, Arts Council office & The Gallery at Town Center, outdoor banners & signs for the festival and concerts in the park.

SCOPE OF WORK - EXHIBIT A [2023-2024]

Program Changes

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



## SCOPE OF WORK - EXHIBIT A [2023-2024]

### SECTION 2—Performance Measures

|    | <b>Programs</b>                      | <b># Events</b> | <b>Total # Attendees</b> | <b>Location</b>                                                                                                                                                   |
|----|--------------------------------------|-----------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Concerts in the Park                 | 2               | 600-800                  | Lake Forest Park                                                                                                                                                  |
| 2. | Arts Festival                        | 1               | 10,000                   | 2 day festival at Shoreline Community College                                                                                                                     |
| 3. | Arts & Culture Events                | 4               | 1,500                    | Shorecrest Theater, Shorewood Theater,<br>Shoreline Community College<br>Third Place Commons<br>Online (due to covid)<br>Shoreline Center                         |
| 4. | Community Outreach/<br>Family Events | 4               | 300-800                  | Shorecrest Theater, Shorewood Theater,<br>Shoreline Community College<br>Third Place Commons<br>City Parks, Libraries<br>Shoreline Center, or online due to covid |

|    | <b>Mailings</b>                        | <b># Items</b> | <b>Total # Audience</b> | <b>Audience</b>                                                              |
|----|----------------------------------------|----------------|-------------------------|------------------------------------------------------------------------------|
| 1. | Concerts in the Park<br>Flyers/Posters | 1              | 5,000                   | Distribution sites around Lake Forest Park,<br>Shoreline, and North Seattle. |
| 2. | Annual Report                          | 1              | 1,000                   | Mailed to Arts Council supporters                                            |
| 3. | End of Year Mailer                     | 1              | 5,000                   | Mailed to Arts Council Database                                              |
| 4. | E-News General List                    | 12             | 6,000                   | eNews sent monthly to General Subscribers                                    |
| 5. | E-News Artist List                     | 12             | 2,000                   | eNews sent monthly to Artist Subscribers                                     |
| 6. | E-News Children's Art List             | 6              | 500                     | eNews sent bi-monthly to Children and<br>Family interest Subscribers         |

PROGRAM BUDGET - EXHIBIT B [2023-2024]

| Budget Category                                                | LFP Funds | LFP Funds | Inkind Contributions |
|----------------------------------------------------------------|-----------|-----------|----------------------|
|                                                                | *2023     | *2024     |                      |
| Personnel Costs                                                | 3,500     | 3,500     | 32,000               |
| Office/Operating Supplies                                      | 300       | 300       | 500                  |
| Telephone/Internet                                             | 300       | 300       |                      |
| Travel/Training/Board Experience                               | 0         | 0         | 1,000                |
| Facility (Rent, Utilities, Maintenance/Repair)                 | 700       | 700       | 40000                |
| Artist's fees                                                  | 10000     | 10000     | 10000                |
| (describe if expense is charged to LFP): artist/performer fees |           |           |                      |
| Staff Mileage/Parking                                          | 0         | 0         | 0                    |
| Printing/Duplicating/Marketing                                 | 1,300     | 1,300     | 5,000                |
| Postage                                                        | 150       | 150       | 0                    |
| Program Supplies                                               | 400       | 400       | 1000                 |
| Other Production Costs                                         |           |           |                      |
| Rentals/Technology/Custom                                      | 1,350     | 1,350     | 10,000               |
| Scholarships                                                   | 0         | 0         | 0                    |
| Total:                                                         | \$18,000  | \$18,000  | \$99,500             |
| Match                                                          | 6,500     | 6,500     |                      |

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 1—Invoice

Payer:

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

Payment to:

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

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Billing Period:</b>        | <b>Total Quarter Request:</b> |
| <b>Date submitted:</b>        |                               |
| <b>Yearly Contract Amount</b> | <b>\$18,000</b>               |
| Amount Billed this Report     |                               |
| Amount Previously Billed      |                               |
| Total YTD                     |                               |
| Contract Balance Remaining    |                               |

|                                    |                |
|------------------------------------|----------------|
| <b>Total Required Yearly Match</b> | <b>\$6,500</b> |
| <b>Required by 6/30: \$3,250</b>   |                |
| <b>Required by 12/31: \$3,250</b>  |                |

\*Please provide  
documentation in Exhibit C(2)

## Payment Request For Services

| Service      | Fee | This Request | Previous Request | YTD | Balance |
|--------------|-----|--------------|------------------|-----|---------|
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
|              |     |              |                  |     |         |
| <b>Total</b> |     |              |                  |     |         |

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

**Printed Name:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

PROGRAM BUDGET - EXHIBIT C [2023-2024]

PROOF OF LOCAL FUNDING MATCH

The Agency will document and submit to the City that it has raised \$6,500 from Lake Forest Park citizens, businesses and local non-government agencies for each calendar year of the contract.

DATE: \_\_\_\_\_

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

INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

SECTION 2—Service Report

Agency: Shoreline/Lake Forest Park Arts Council

Reporting Dates: \_\_\_\_\_ to \_\_\_\_\_

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

SECTION 3—Service Summary Report

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

2. Did you reach your performance/attendance goals?

INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

SECTION 3—Service Summary Report

Agency: Shoreline/Lake Forest Park Arts Council

Reporting Dates: \_\_\_\_\_ to \_\_\_\_\_

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

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



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

|                               |                                                                                                                          |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                         |
| <b>Originating Department</b> | Public Works                                                                                                             |
| <b>Contact Person</b>         | Cory Roche, Environmental & Sustainability Specialist                                                                    |
| <b>Title</b>                  | Resolution 1873/Authorizing the Mayor to Sign Agreement with Friends of Third Place Commons for 2023-2024 Calendar Years |

## Legislative History

- First Presentation August 11, 2022 City Council Special Meeting
- Second Presentation Included in the 2023-2024 Budget
- Action December 8, 2022 City Council Meeting

**Attachments:**

1. Resolution 1873
2. Agreement with Friends of Third Place Commons for 2023-2024
3. Exhibits A-C for Agreement

## Executive Summary

In the 2023-2024 biennium budget, the City appropriated \$28,500 per year to Friends of Third Place Commons. Friends of Third Place Commons will continue to provide a venue for the City, community of all ages, and art/culture programs at no charge to the public. The Commons will continue to report the services it provides on a semiannual basis along with an outcome progress report. Friends of Third Place Commons is required to demonstrate an \$11,000 match from Lake Forest Park citizens, businesses and local non-government agencies for each year of this agreement.

## Background

Founded in 1999, Friends of Third Place Commons provides a venue for the City, arts, seniors, business, schools, library, youth, healthcare, resident programs and events in the community. The Third Place Commons functions, in large part, as the City's "community center." The City has provided

funds to Friends of Third Place Commons since 2001. Contract amounts since 2007 are provided below:

| <b>Third Place Commons – LFP Contract</b> |                  |                  |                  |                  |                  |                  |                  |
|-------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                                           | <b>2007-2008</b> | <b>2009-2014</b> | <b>2015-2016</b> | <b>2017-2018</b> | <b>2019-2020</b> | <b>2021-2022</b> | <b>2023-2024</b> |
| <b>City Contribution</b>                  | 25,500           | 26,000           | 26,520           | 27,000           | 28,500           | 28,500           | 28,500           |
| <b>Required Match</b>                     | 5,000            | 11,000           | 11,000           | 11,000           | 11,000           | 11,000           | 11,000           |
| <b>Total</b>                              | 30,500           | 37,000           | 37,520           | 38,000           | 39,500           | 39,500           | 39,500           |

### **Fiscal & Policy Implications**

Friends of Third Place Commons would be unable to provide a venue for City, community, youth, senior, teen, and art and culture programs at no charge to the public without the funds from the City.

### **Alternatives**

| <b>Options</b>                                                           | <b>Results</b>                                                                                |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Approve</li> </ul>              | Friends of Third Place Commons will be able to provide service to all LFP residents as needed |
| <ul style="list-style-type: none"> <li>• Seek Different Terms</li> </ul> | Less funding for Friends of Third Place Commons will equal less services for LFP residents    |
|                                                                          |                                                                                               |

### **Staff Recommendation**

Review and authorize the Mayor to sign a contract with Friends of Third Place Commons for calendar years of 2023-2024.



**RESOLUTION NO. 1873****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE  
MAYOR TO SIGN AN AGREEMENT WITH FRIENDS OF THIRD  
PLACE COMMONS FOR CALENDAR YEARS 2023-2024**

---

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

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

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

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

**WHEREAS**, the City Attorney has reviewed and approved the proposed agreement.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Exhibit A with Friends of Third Place Commons for calendar years 2023-2024.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

---

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

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



|                                                     |                               |
|-----------------------------------------------------|-------------------------------|
| Agency: Friends of Third Place Commons              | Federal ID Number: 91-2054524 |
| Contract Dates: January 1, 2023 – December 31, 2024 | Funding Source: General Fund  |

## AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement entered into between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Friends of Third Place Commons, a 501(C)3 non-profit (hereinafter referred to as “the Agency.”) The term of this agreement is January 1, 2023 - December 31, 2024.

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

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

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

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

### ARTICLE I

#### Services and Responsibilities of the Agency

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

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

## ARTICLE II

### **Responsibilities of the City**

- 2.1 The City's representative for this Agreement shall be the Environmental & Sustainability Specialist or a designee. All official communication shall be made through them or their designee.
- 2.2 The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

## ARTICLE III

### **The Agency's Fees and Payments**

- 3.1 The City shall compensate the Agency for satisfactorily providing the programs identified in the Scope of Work, Exhibit A at the specific unit rate for each program up to a maximum compensation not to exceed \$28,500 in 2023 and in 2024. Notwithstanding the payments for services identified in the Scope of Work, Exhibit A, the City's obligation to compensate the Agency is capped at \$15,000.00 per calendar year during the term of this Agreement, unless the Agency documents to the City as set forth in the Program Budget attached and incorporated herein as Exhibit B that the Agency raised at least \$11,000.00 per calendar year from residents of the City, businesses located in the City or other non-government agencies, in which case the City's obligation to compensate the Agency shall be capped at \$28,500 in 2023 and in 2024. The Agency will provide documentation to the City that it has raised 50% (\$5,500.00) of the required \$11,000 match by June 30<sup>th</sup> of each calendar year during the term of this Agreement, and will provide documentation that it has raised 100% (\$11,000.00) of the required match by December 31<sup>st</sup> of each calendar year of this Agreement.
- 3.2 The unit costs from the Scope of Work, Exhibit A are based on the Program Budget, Exhibit B, which contains anticipated expenses for providing the services and all estimated income generated by the Agency as a result of performing the services. Income may include other grants and contributions that directly support the services, and/or payments to be made by Project recipients.
- 3.3 To secure payment, the Agency shall submit properly executed semiannual invoices along with a completed Invoice for Services, Service Report, and Service Summary Report, all as set forth in Exhibit C. Payment shall be due within thirty (30) days of the City's receipt of the properly executed invoice accompanied by the Exhibit C documentation.
- 3.4 Invoices for Services will be due by the tenth working day of the month following every half year. Invoices without the appropriate service reports will not be paid until the service reports have been received by the City.
- 3.5 Administrative or indirect costs accrued by the Agency will not be charged to the City.
- 3.6 The Agency's requests for payment shall be submitted electronically by email to the Environmental & Sustainability Specialist or designee with electronic signatures where necessary.

## ARTICLE IV

### **Ownership of Work Products and Equipment**

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

### **ARTICLE V**

### **Legal Relations**

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

The Commercial General Liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency's sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.

- 5.7 Hold Harmless and Indemnification: The Agency hereby agrees to save harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including

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

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

## ARTICLE VI

### **Record Keeping**

- 6.1 Right to Audit: The City shall have the right to audit the Agency's books and records with respect to services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.
- 6.2 Agency Records: The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.
- 6.3 Maintenance of Records: Records shall be maintained for a period of three (3) years after termination of the Agreement.

## ARTICLE VII

### **Nondiscrimination**

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

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

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

## ARTICLE VIII

### **Recycled Product Procurement Policy**

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

## ARTICLE IX

### **Termination of Agreement**

- 9.1 Termination of Agreement for Cause:

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

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

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

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

## ARTICLE X

### **Future Support**

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

## ARTICLE XI

**Entire Agreement**

- 11.1 **Entire Agreement**: This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of six pages plus the attached exhibits incorporated herein:
- |           |                                                                  |
|-----------|------------------------------------------------------------------|
| Exhibit A | Scope of Work                                                    |
| Exhibit B | Program Budget                                                   |
| Exhibit C | Invoice for Services, Service Report, and Service Summary Report |
- 11.2 **Severability**: If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- 11.3 **Modification of Agreement**: This Agreement may be modified only by written amendment signed by both the City and Agency and, if required by City resolution, ordinance or code, approved by the City Council.
- 11.4 **Arbitration**: In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney's fees, both at arbitration and on appeal.

City of Lake Forest Park

Friends of Third Place Commons

\_\_\_\_\_  
Jeff Johnson, Mayor\_\_\_\_\_  
Amy Whittenburg, Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Evelyn Jahed City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt City Attorney



## SCOPE OF WORK - EXHIBIT A [2023-2024]

### SECTION 1—Work Products

The Agency will provide the following programs each year at a fee for service, based on the following rates. All programs are free to the public.

| <u>Programs</u>                                                 | <u>Cost</u> |
|-----------------------------------------------------------------|-------------|
| 1. <b>Community Events</b><br>(14 total events; \$812.49/event) | \$11,375    |
| 2. <b>Farmers Markets</b><br>(24 total sessions; \$350/session) | \$8,400     |
| 3. <b>Senior Events</b><br>(3 total events; \$721.84/event)     | \$2,166     |
| 4. <b>Teen/Youth Programs</b><br>(4 total events; \$340/event)  | \$1,360     |
| 5. <b>Performing Artists</b><br>(20 events; \$260/event)        | \$5,200     |

**Total \$28,500**

**PROGRAM BUDGET - EXHIBIT B [2023-2024]**

| <b>Budget Category</b>            | <b>LFP Funds<br/>2023</b> | <b>LFP Funds<br/>2024</b> |
|-----------------------------------|---------------------------|---------------------------|
| Personnel Costs                   |                           |                           |
| Office/Operating Supplies         |                           |                           |
| Telephone & Technology            | \$200                     | \$200                     |
| Artist and Fees: Program expenses |                           |                           |
| Supplies & Materials: Programs    | 23,300                    | \$23,300                  |
| Sound Technician                  |                           |                           |
| Printing/Duplicating/Marketing    | \$2,000                   | \$2,000                   |
| Program Supplies                  | \$3,000                   | \$3,000                   |
| <b>Total</b>                      | 28,500                    | \$28,500                  |
| <b>Match</b>                      | 11,000                    | \$11,000                  |

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 1—Invoice

Payer:

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

Payment to:

Friends of Third Place Commons  
PMB 309  
17171 Bothell Way NE  
Lake Forest Park, WA 98155  
Agency Contact: Amy Whittenburg  
(206) 366-3302

|                                    |  |                               |                                                      |
|------------------------------------|--|-------------------------------|------------------------------------------------------|
| <b>Billing Period:</b>             |  | <b>Total Quarter Request:</b> |                                                      |
| <b>Date submitted:</b>             |  |                               |                                                      |
| <b>Yearly Contract Amount</b>      |  | <b>\$28,500</b>               |                                                      |
| Amount Billed this Report          |  |                               |                                                      |
| Amount Previously Billed           |  |                               |                                                      |
| Total YTD                          |  |                               |                                                      |
| Contract Balance Remaining         |  |                               |                                                      |
|                                    |  |                               |                                                      |
| <b>Total Required Yearly Match</b> |  | <b>\$ 11,000.00</b>           | <i>*Please provide documentation in Exhibit C(2)</i> |
| <b>Required by 6/30: \$5,500</b>   |  |                               |                                                      |
| <b>Required by 12/31: \$5,500</b>  |  |                               |                                                      |

## Payment Request For Services

| Service | Fee | This Request | Previous Request | YTD | Balance |
|---------|-----|--------------|------------------|-----|---------|
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
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|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
|         |     |              |                  |     |         |
| Total   |     |              |                  |     |         |

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

Printed Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

PROGRAM BUDGET - EXHIBIT C [2023-2024]

SECTION 2

PROOF OF LOCAL FUNDING MATCH

Notwithstanding the payments for services identified in the Scope of Work, Exhbit A, the City's obligation to compensate the Agency is capped at \$15,000.00 for each year unless the Agency provides the City with documentation as defined in the Program Budget, Exhibit B that the Agency raised funds from residents of the City, businesses located in the City or other non-government agencies during calendar years 2023 and 2024. Upon receipt of the proper documentation as defined in the Program Budget, Exhibit B, the City shall pay the Agency up to but not to exceed an additional \$11,000.00. Payment shall be made in a lump sum for any services rendered and unpaid for, and to the extent services are not rendered then as they are provided.

DATE: \_\_\_\_\_

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

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 3—Service Report

Agency: Friends of Third Place Commons

Reporting Dates: \_\_\_\_\_ to \_\_\_\_\_

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

## SECTION 3—Service Summary Report

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

2. Did you reach your performance/attendance goals?

## INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

### SECTION 3—Service Summary Report

**Agency:** Friends of Third Place Commons

**Reporting Dates:** \_\_\_\_\_ to \_\_\_\_\_

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

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



|                               |                                                                                                                                                                                                         |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                                                                                                        |
| <b>Originating Department</b> | Public Works                                                                                                                                                                                            |
| <b>Contact Person</b>         | Cory Roche, Environmental & Sustainability Specialist                                                                                                                                                   |
| <b>Title</b>                  | Resolution 1874/Authorizing the Mayor to Sign Agreement with the City of Shoreline to Provide an After School Program, “Hang Time”, for Kellogg Middle School Services for the Calendar Years 2023-2024 |

## Legislative History

- First Presentation Included in the 2023-2024 Budget
- Action December 8, 2022 City Council Meeting

**Attachments:**

1. Resolution 1874
2. Agreement with the City of Shoreline to Provide an After School Program, “Hang Time”, for Kellogg Middle School Services for the Calendar Years 2023-2024
3. Exhibits A-C for Agreement

## Executive Summary

In the 2023-2024 biennium budget, the City appropriated \$10,000 to the Kellogg Middle School “Hang Time” after-school program. Funding will be used to support operational costs to organize and administer the Hang Time program the City of Shoreline will be administrating. Under this agreement, the City of Shoreline will report the services it provides on a half-year basis and include an outcome progress report.

## Background

The Hang Time program at Kellogg Middle School was originally administered by the YMCA. In 2022, the YMCA decided to drop the Hang Time program at Kellogg Middle School. The City of Shoreline knows the importance of this program and is now going to run the program. City funds will help supply funding for personal and/or program supplies.

## Fiscal & Policy Implications

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

## Alternatives

| <i>Options</i>                                                           | <i>Results</i>                                                                                |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Approve</li> </ul>              | The City of Shoreline will be able to provide service to Kellogg Middle School as needed      |
| <ul style="list-style-type: none"> <li>• Seek Different Terms</li> </ul> | Less funding for the Kellogg Middle School Hang Time will equal less services for the program |
|                                                                          |                                                                                               |

## Staff Recommendation

Review and authorize the Mayor to sign a contract with the City of Shoreline to Provide an After School Program, "Hang Time", for Kellogg Middle School Services for the Calendar Years 2023-2024.



**RESOLUTION NO. 1874**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE CITY OF SHORELINE TO PROVIDE AN AFTER-SCHOOL PROGRAM, "HANG TIME", FOR KELLOGG MIDDLE SCHOOL SERVICES THE CALENDAR YEARS OF 2023-2024**

---

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

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

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

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

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the agreement attached hereto as Exhibit A with the City of Shoreline, administrator of Kellogg Middle School "Hang Time" after school program for calendar years 2023-2024.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

---

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

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

**AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK TO PROVIDE AN AFTER SCHOOL PROGRAM, “HANG TIME”, FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS OF 2023-2024**

This Agreement is entered into between the City of Shoreline (“Shoreline”) and the City of Lake Forest Park (“LFP”) to provide an after school program, referred to as “Hangtime,” for Kellogg Middle School for the calendar years 2023 – 2024 (the “Agreement”). This Agreement shall become effective on the date of the last signature (the “Effective Date”). Together Shoreline and LFP are referred to as “the Parties.”

**Recitals**

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

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

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

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

**Agreement**

**1. PURPOSE**

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

**2. RESPONSIBILITIES OF PARTIES**

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

the Agreement and cause for termination. Shoreline shall notify LFP's representative of any matters affecting the eligibility of Shoreline to continue to perform the Services provided through this Agreement immediately after Shoreline's discovery of the same.

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

### 3. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until December 31, 2024, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be terminated by any Party if the other Party fails to comply with any material provisions of the Agreement, in whole or in part. Termination shall not relieve a Party of costs incurred to the date of termination.

### 4. NOTICES

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

Phillip Hill  
City Administrator  
City of Lake Forest Park

Bristol Ellington  
City Manager  
City of Shoreline

17425 Ballinger Way NE  
Lake Forest Park, WA 98155  
phill@LFPoflfp.gov

17500 Midvale Ave N  
Shoreline, WA 98133  
bellington@shorelinewa.gov

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

## 5. SUCCESSORS OR ASSIGNS

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

## 6. ENTIRE AGREEMENT

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

## 7. NO THIRD-PARTY BENEFICIARIES

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

## 8. EXECUTION OF AGREEMENT – COUNTERPARTS

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

## 9. RECORDS

Shoreline and LFP acknowledge that they are local agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. Shoreline and LFP will retain this Agreement and all records related to this Agreement

consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

#### 10. JURISDICTION AND VENUE

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

#### 11. SEVERABILITY

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

#### 12. NON-WAIVER OF RIGHTS AND REMEDIES

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

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

**THE CITY OF LAKE FOREST PARK**

**THE CITY OF SHORELINE**

By: \_\_\_\_\_  
 Jeff Johnson  
 Mayor

By: \_\_\_\_\_  
 Bristol Ellington  
 City Manager

## SCOPE OF WORK - EXHIBIT A [2023-2024]

### SECTION 1—Work Products

#### Agreement

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

1. The Agency will provide a minimum of two staff to operate the program. The Agency will ensure that there is an adequate ratio of staff to students, and that all safety requirements are met.
2. The Agency staff will maintain continuous communication with teachers and other school personnel and parents, involving student performance and student needs.
3. The City of Lake Forest Park will be recognized in all promotional materials as a financial supporter of Hang Time.

#### Outcomes

1. Will track number of unduplicated students served by Hang Time each year.

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

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

**PROGRAM BUDGET - EXHIBIT B [2023-2024]****SECTION 1—Agency Budget**

| Budget Category           | City funds |          |
|---------------------------|------------|----------|
|                           | 2023       | 2024     |
| Personnel costs           | \$5,000    | \$5,000  |
| AmeriCorps YMCA           | \$0        | \$0      |
| Office/operating supplies | \$0        | \$0      |
| Telephone                 | \$0        | \$0      |
| Travel/Training           | \$0        | \$0      |
| Facility- Rent & Utility  | \$0        | \$0      |
| Cleaning & Maintenance    | \$0        | \$0      |
| Contractual fees          | \$0        | \$0      |
| Staff mileage/parking     | \$0        | \$0      |
| Printing/duplicating      | \$0        | \$0      |
| Postage                   | \$0        | \$0      |
| Program Transportation    | \$0        | \$0      |
| License/Permits           | \$0        | \$0      |
| Food                      | \$0        | \$0      |
| Program Supplies          | \$5,000    | \$5,000  |
| Other- Activities Expense | \$0        | \$0      |
| Total                     | \$10,000   | \$10,000 |



**INVOICE FOR SERVICES - EXHIBIT C1 [2023-2024]****SECTION 1—Invoice**Payer:

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

Payment to:

City of Shoreline  
 17500 Midvale Ave N  
 Shoreline, WA 982133

Agency Contact:

-206

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Billing Period:</b>        | <b>Total Quarter Request:</b> |
| <b>Date submitted:</b>        |                               |
|                               |                               |
| <b>Yearly Contract Amount</b> | <b>\$10,000</b>               |
| Amount Billed this Report     |                               |
| Amount Previously Billed      |                               |
| Total YTD                     |                               |
| Contract Balance Remaining    |                               |

**Payment Request For Services**

| Service          | Contract Amount  | This Request | Previous Request | YTD | Balance |
|------------------|------------------|--------------|------------------|-----|---------|
| Personnel        |                  |              |                  |     |         |
|                  |                  |              |                  |     |         |
| Program Supplies |                  |              |                  |     |         |
|                  |                  |              |                  |     |         |
|                  |                  |              |                  |     |         |
|                  |                  |              |                  |     |         |
| <b>Total</b>     | <b>\$ 10,000</b> |              |                  |     |         |

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

**Printed Name:** \_\_\_\_\_**Authorized Signature:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_

# INVOICE FOR SERVICES - EXHIBIT C2 [2023-2024]

## SECTION 2—Service Report

**Agency:** Kellogg Middle School "Hang Time" After School Program

Administered through the City of Shoreline

**Reporting Dates:**

| 1. | SERVICE NUMBERS                           | PROGRESS     |              |           | COMMENTS |
|----|-------------------------------------------|--------------|--------------|-----------|----------|
|    |                                           | This Quarter | Year to Date | LFP Youth |          |
|    | Total number of unduplicated youth served |              |              |           |          |
|    | Average daily number of participants      |              |              |           |          |
|    |                                           |              |              |           |          |

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

2. **Total number of students in this outcome:**

3. **Please attach program summary for the quarter to Exhibit C.**



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

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|                        |                                                                                                                                                            |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date           | December 8, 2022                                                                                                                                           |
| Originating Department | Public Works                                                                                                                                               |
| Contact Person         | Andrew Silvia                                                                                                                                              |
| Title                  | Resolution 1862/Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services |

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Legislative History

- First Presentation – October 27, 2022
  - Second Presentation – November 10, 2022
  - Action – December 8, 2022
- 

Attachments:

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

Executive Summary

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

Background

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

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

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

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

Council Members also sought assurances that the Consultant’s billing rates have been reviewed and negotiated as necessary to ensure alignment with prevailing average rates in this industry and location. DPW has provided a comparison between the Consultant’s billing rates and rates of other local engineering firms as Attachment 3. This comparison suggests that a modest (13% average) premium applies to Consor’s billing rates relative to the average rates in effect at these select local firms. DPW considers this an acceptable variance.

Fiscal & Policy Implications

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

| <u>Fund Number &amp; Account Description</u> | <u>2023-2024 Proposed Budget</u> | <u>Amount for this Contract</u> |
|----------------------------------------------|----------------------------------|---------------------------------|
| 403 – Professional Services Engineering      | \$373,000                        | \$80,000                        |

|                             |           |                 |
|-----------------------------|-----------|-----------------|
| 401 – Professional Services | \$125,000 | \$45,000        |
| 302 – Professional Services | \$100,000 | \$100,00        |
| 101 – Professional Services | \$70,000  | \$25,000        |
|                             |           | Sum = \$250,000 |

Alternatives

| Options                                                          | Results                                                                                                                                                                  |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>Adopt Resolution</li></ul> | The City will contract with Consor North America, Inc. for On-Call Professional Services.                                                                                |
| <ul style="list-style-type: none"><li>No Action</li></ul>        | The City will not contract with Consor North America, Inc. Routine types of work expected to be performed under this contract will continue to be contracted separately. |
|                                                                  |                                                                                                                                                                          |

Staff Recommendation

Adopt the resolution approving the proposed contract with Consor North America, Inc. for On-Call Professional Services.

**RESOLUTION NO. 1862**

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

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

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

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

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

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

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

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Jeff Johnson, Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

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

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

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

Consultant Business: Consor North America, Inc.

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

Consultant Phone: (206) 462-7030

Consultant Fax: N/A

Contact Name Brent Robinson

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

Federal Employee ID No.: 93-0768555

Authorized City Representative for Andrew Silvia  
this contract:

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

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

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

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

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the On-Call Professional Services ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

The project manager(s) of the Work shall be Brent Robinson. Additional key staff the Consultant has assigned to perform the Work are listed in Appendix D. Neither the project



manager(s) nor other key staff listed in Appendix D shall be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2024 unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## **2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred and fifty-thousand Dollars (\$250,000.00). Consultant shall be paid in such incremental amounts as are authorized by executed Work Assignment Authorizations, the form of which attached as Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

## **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, [ap@ci.lake-forest-park.wa.us](mailto:ap@ci.lake-forest-park.wa.us) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

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

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating the Consultant's professional negligence or willful misconduct in the performance of this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

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

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

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

## **8. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

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

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

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

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

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

**18. Notices.**

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

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

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

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

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

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

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

|                                                |                                                                       |
|------------------------------------------------|-----------------------------------------------------------------------|
| <b>CITY OF LAKE FOREST PARK<br/>WASHINGTON</b> | <b>CONSULTANT:</b>                                                    |
| By: _____<br>Jeff Johnson, Mayor               | Conzor North America, Inc.<br><br>By: _____<br>Signature<br><br>_____ |

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

EXHIBIT A  
SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK

On-Call Professional Services

City of Lake Forest Park

Introduction and Background

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

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

Task 1 - Contract Management

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

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

## Task 2 – Project Management Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

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



## Task 3 – Grant and Funding Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

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

## Task 4 – Public Outreach Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

- Public Outreach Plans
- Public Outreach Materials

## Task 5 – Transportation and Traffic Management Systems Support

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

## Task 6 – Surface and Stormwater Management Support

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

## Task 7 – Sanitary Sewer Management Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

## Task 8 – Geotech and Hydrogeological Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

- Technical memoranda
- Design related deliverables

## Task 9 – Landscape Architecture Support

### Objective

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Monitoring Plans
- Work orders
- Technical memorandums

## **Task 10 – Permitting Support**

### *Objective*

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Prepared Permit Applications
- Permitting strategy reports

## **Task 11 – Surveying Support**

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Survey mapping
- Short plats

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

## Task 12 – Geographic Information Systems Support

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

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

## Task 13 – Right of Way Acquisition Support

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Prepared appraisals and acquisition-related documentation

## Task 14 – Cost Estimating Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

- Construction Cost Estimates
- Professional Services Cost Estimates

## Task 15 – Construction Engineering and Management Support

### Objective

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

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

### Task Deliverables

Deliverables may include, but are not limited to:

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

## Task 16 – Policy Development

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- New or Refined Policy language
- Research and development memoranda

## Task 17 – Professional Peer Review Support

### *Objective*

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

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

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Review Comments
- Workshop Materials
- Summary memoranda

EXHIBIT B  
WORK ASSIGNMENT AUTHORIZATION FORM



ON-CALL PROFESSIONAL SERVICES  
WORK ASSIGNMENT AUTHROIZATION

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

CONSULTANT(S):    Consor North America, Inc.

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

Scope of Work:

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

or

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

Work Assignment Budget:

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

Work Assignment Completion Date: MONTH DD, YYYY

Approvals:

Consultant Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Assignments less than \$30,000.00

Public Works Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Assignments greater than \$30,000.00:

Mayor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorization per City Council Resolution No.: \_\_\_\_\_

EXHIBIT C  
CONSULTANT HOURLY RATE SCHEDULE

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

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

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

**Project Expenses:**

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

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

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

## Barney and Worth Hourly Rates for Professional Services

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

## GENERAL TERMS AND CONDITIONS

### AGREEMENT FOR PROFESSIONAL SERVICES

Dated:

To:

Re:

1. Professional Services

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

Groundwater Consulting - \$175

Expert Services - \$200

Expert/Litigation Services - \$250

2. Reimbursable Expenses

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

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

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

4. Use Of Subconsultants and Consultants

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

5. Standard of Care

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

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

## 2022 CHARGE RATES

### **PROFESSIONAL STAFF**

### **HOURLY RATE**

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

### **TECHNICAL STAFF**

|                     |         |
|---------------------|---------|
| Office Technician I | \$98.00 |
|---------------------|---------|

### **FIELD STAFF**

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

### **ADMINISTRATIVE STAFF**

|                        |         |
|------------------------|---------|
| Administrative Support | \$98.00 |
|------------------------|---------|

### **SUBCONSULTANTS**

|              |          |
|--------------|----------|
| APS Locators | \$100.00 |
|--------------|----------|

### **EXPENSES**

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

### **TRAVEL**

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

### **SUBCONSULTANTS**

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

### **INVOICING PROCEDURE**

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





**GEOSCIENCES INC.**  
DBE/MWBE

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

### HWA GEOSCIENCES INC.

#### 2022 HOURLY AND BILLING RATES

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

Notes: \* Represents Capped Billing Rate



9/28/2022

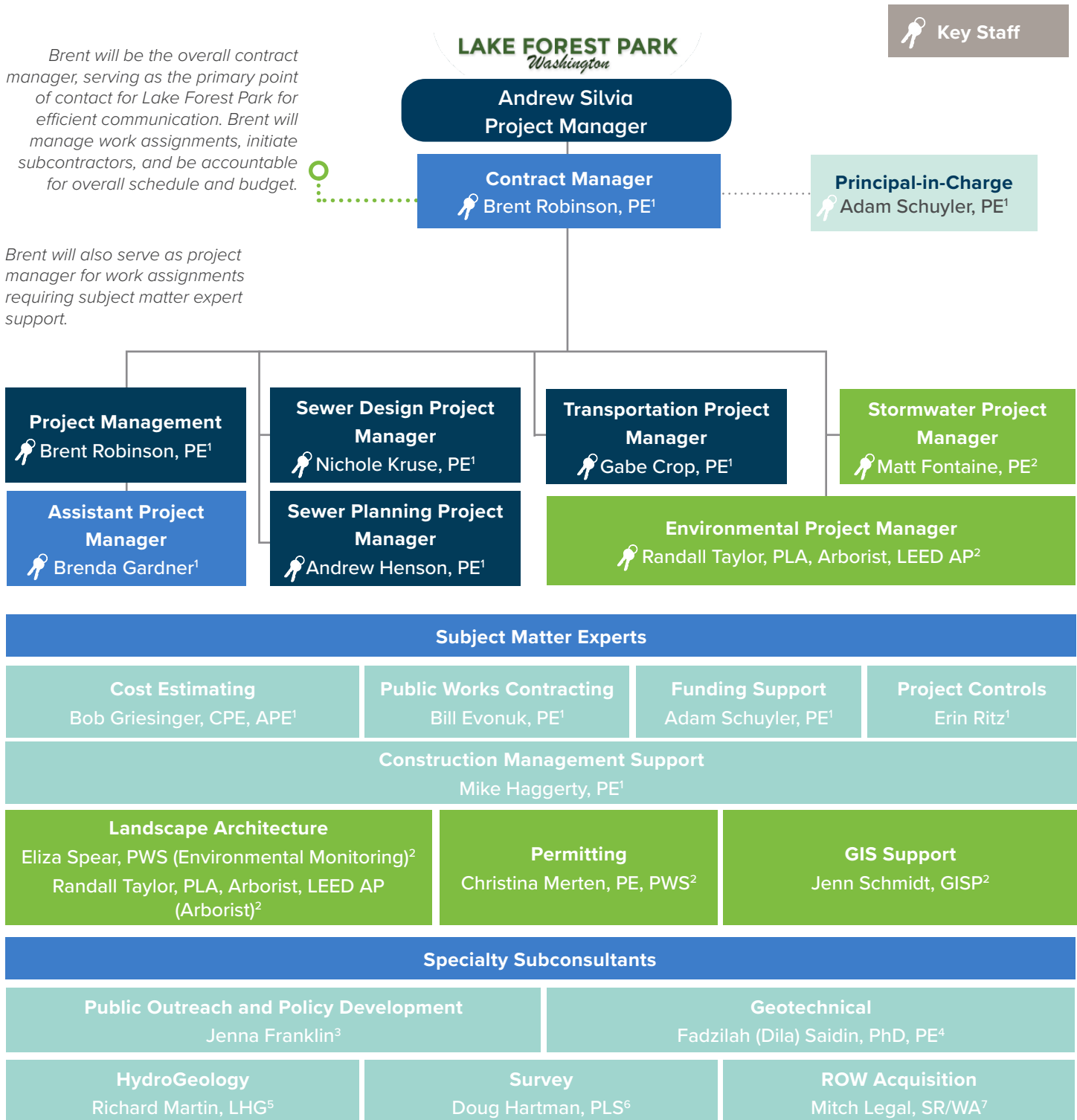
| City of Lake Forest Park / On-Call Services                   |                         |
|---------------------------------------------------------------|-------------------------|
| UFS Not to Exceed Hourly Billing Rates - ROW Support Services |                         |
| Classification        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

- a) Billing Rates exclude reimbursable expenses for Mileage, Parking, Postage Road Tolls, Ferry Fees, etc.
- b) Mileage to be reimbursed at the IRS approved rate at the time mileage is incurred.

EXHIBIT D  
CONSTULTANT'S KEY STAFF

## TEAM STRUCTURE AND ORGANIZATIONAL CHART

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



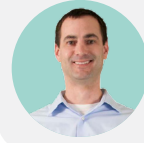
1 - Consor | 2 - Herrera | 3 - Barney & Worth (B&W) | 4 - HWA Geosciences (HWA) | 5 - Richard Martin Groundwater, LLC | 6 - DHA Surveyors (DHA) | 7 - Universal Field Services (UFS)

# PROJECT MANAGEMENT SUPPORT

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



**BRENT ROBINSON, PE**   
*Project Manager*



**BILL EVONUK, PE**  
*Public Works Contracting SME*

## CITY ENGINEER, Cities of King City and Sheridan, OR



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

# GRANT/OTHER FUNDING

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



**ADAM SCHUYLER, PE**   
*Project Manager*



**BARNEY & WORTH**  
*Grant and Funding SME*

## FACILITY PLAN/SEWER UPDATES, Kitsap County, WA



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

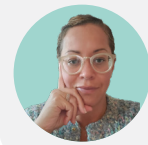
The County obtained SRF funding for this project, with application assistance from Consor staff. Ecology coordination at every stage of the project life has been important, to gain buy-in from regulators and to make sure funding requirements are being met. Funding related to planning projects is ideal,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

# PUBLIC OUTREACH SUPPORT

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



**BRENDA GARDNER, PE**  
*Project Manager*



**JENNA FRANKLIN**  
*Public Outreach Support Lead*

## METRO NEMP, King County Metro Transit, WA



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

# TRANSPORTATION & TRAFFIC MANAGEMENT SYSTEMS

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



**GABE CROP, PE**  
*Transportation Project Manager*

## 2016 PAVEMENT PRESERVATION, City of Arlington, WA



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



# SURFACE & STORMWATER MANAGEMENT

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



**MATT FONTAINE, PE**  
*Stormwater Project Manager*

## STORMWATER COMPREHENSIVE PLAN, City of Port Orchard, WA



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

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

# SANITARY SEWER MANAGEMENT

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

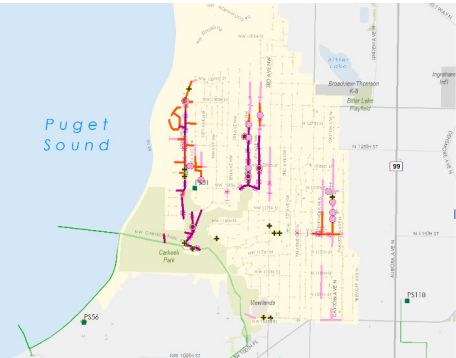


**DREW HENSON, PE**  
*Sewer Planning Project Manager*



**NICHOLE KRUSE, PE**  
*Sewer Design Project Manager*

## WASTEWATER SYSTEM ANALYSIS, Seattle Public Utilities, WA



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

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

# GEOTECHNICAL

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



**BRENT ROBINSON, PE**   
*Project Manager*



**DILA SAIDIN, PE**  
*Geotechnical Subconsultant*

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



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

The new pump station facility consisted of a wet well, an electrical, instrumentation and control (EI&C) building, meter and valve vaults, fuel tank pad and generator housing. Maximum excavation was approximately 35 feet for the wet well. The EI&C building was above-ground. The shallow water table, relatively poor soils in the upper 10 feet at the project site and limited work area would pose a challenge during excavation as well as ensuring adequate bearing capacity for the EI&C building. HWA reviewed shoring options for the excavation of the wet well and provided recommendations to achieve the required bearing capacity for the EI&C building and the generator pad.

# HYDROGEOLOGICAL

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



**BRENT ROBINSON, PE**   
*Project Manager*



**RICHARD MARTIN, LHG**  
*Hydrogeological Subconsultant*

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



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

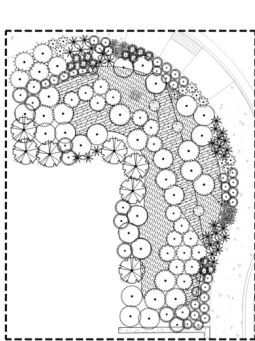




Dr. David J. Reardon is a professor of psychology at the University of North Carolina at Charlotte. He has a Ph.D. in psychology from the University of North Carolina at Chapel Hill. His research interests include the development of social skills in children and adolescents with autism spectrum disorders. He has published numerous articles in the field and is currently working on a book about social skills training for children with autism.



**JUDSON ST DOWNTOWN LID, City of Lynden, WA**



| PLANT SCHEDULE BORRERSTATION                                                      |                      |                                   |
|-----------------------------------------------------------------------------------|----------------------|-----------------------------------|
|  | <b>TREES</b>         |                                   |
|                                                                                   | CODES                | SCIENTIFIC NAME                   |
|                                                                                   | ANAC 007             | Anilodendron Compactum            |
|                                                                                   | COFALIS 18           | Cordia alliodora Vellera          |
|                                                                                   | LONPL 7              | Limonium plantae                  |
|                                                                                   | MALM 000             | Melastoma angustifolium Compactum |
|                                                                                   | SAU 003              | Scaevola taccada                  |
|                                                                                   | SPROD 11             | Sporobolus biangulatus            |
|  | <b>SHRUBS</b>        |                                   |
|                                                                                   | CODES                | SCIENTIFIC NAME                   |
|                                                                                   | ALL MES 08           | Allamanda cathartica              |
|                                                                                   | BAK 006              | Banksia integrifolia              |
|                                                                                   | FAK 002              | Ficus verna variegata Tripartita  |
|                                                                                   | FEN 004              | Ficus religiosa                   |
|  | <b>FERNS</b>         |                                   |
|                                                                                   | CODES                | SCIENTIFIC NAME                   |
|                                                                                   | ECU-POL 11           | Polystichum polypodioides         |
|  | <b>FLORALS</b>       |                                   |
|                                                                                   | CODES                | SCIENTIFIC NAME                   |
|                                                                                   | RUZ 008              | Ruellia brittoniana               |
|                                                                                   | STW 004              | Stemmadia polystachya             |
|  | <b>GROUND COVERS</b> |                                   |
|                                                                                   | CODES                | SCIENTIFIC NAME                   |
|                                                                                   | IRU 002              | Irigoienia                        |
|                                                                                   | JUN 001              | Juncus peltatus                   |
|                                                                                   | JUN 002              | Juncus peltatus                   |

## PERMITTING



Dr. David A. Clark



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



157

## SURVEYING

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



**BRENDA GARDNER, PE**  
*Project Manager*



**DOUG HARTMAN, PLS**  
*Survey Subconsultant*

### PIKES PEAK RESERVOIR REPLACEMENT, City of Bellevue, WA



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

## GEOGRAPHIC INFORMATION SYSTEM SUPPORT

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

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



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

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

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



**BRENT ROBINSON, PE**  
*Project Manager*



**JENN SCHMIDT, GISP**  
*GIS SME*

# RIGHT-OF-WAY ACQUISITION SUPPORT

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



**BRENT ROBINSON, PE**   
*Project Manager*



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

## MAIN STREET RECONSTRUCTION, City of Mountlake Terrace, WA



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

# COST ESTIMATING SUPPORT

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

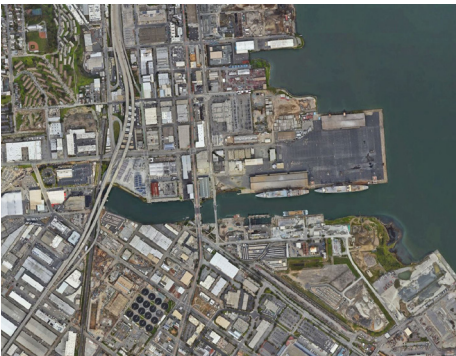


**BRENT ROBINSON, PE**   
*Project Manager*



**BOB GRIESINGER, CPE, APE**  
*Cost Estimating SME*

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



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



# CONSTRUCTION ENGINEERING & MANAGEMENT

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



**BRENT ROBINSON, PE**  
*Project Manager*



**MIKE HAGGERTY**  
*Construction Management Project Manager*

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



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

# PROFESSIONAL PEER REVIEW

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



**BRENT ROBINSON, PE**  
*Project Manager*

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



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

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

POLICY DEVELOPMENT

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



**BRENT ROBINSON, PE**  
*Project Manager*



**JENNA FRANKLIN**  
*Policy Development SME*

SEATTLE GREEN FEE PROGRAM, Seattle Public Utilities, WA



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

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

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

### SELECT PROJECT EXPERIENCE

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



### YEARS OF EXPERIENCE

12

### EDUCATION

MS, Civil Engineering, University of Washington

BS, Civil Engineering, Gonzaga University

### REGISTRATION

Professional Engineer - WA

## BRENDA GARDNER, PE | *Assistant Project Manager*

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

### SELECT PROJECT EXPERIENCE

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



### YEARS OF EXPERIENCE

13

### EDUCATION

BS, Civil Engineering, Colorado State University

### REGISTRATION

Professional Engineer - WA

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

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

SELECT PROJECT EXPERIENCE

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



YEARS OF EXPERIENCE

23

EDUCATION

MS, Civil Engineering, Washington State University

BS, Civil Engineering, Washington State University

REGISTRATION

Professional Engineer - WA

Project Management Professional

NICHOLE KRUSE, PE | *Sewer Design Project Manager*

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

SELECT PROJECT EXPERIENCE

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



YEARS OF EXPERIENCE

12

EDUCATION

BS, Environmental Engineering, Colorado State University

REGISTRATION

Professional Engineer - WA

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

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



SELECT PROJECT EXPERIENCE

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

YEARS OF EXPERIENCE

19

EDUCATION

BS, Civil & Environmental Engineering,  
Georgia Institute of Technology

Certificate in Project Management,  
University of Washington Continuing  
Education

REGISTRATION

Professional Engineer - WA & OR

Project Management Professional

GABE CROP, PE | *Transportation Project Manager*

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



SELECT PROJECT EXPERIENCE

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

YEARS OF EXPERIENCE

20

EDUCATION

BS, Civil Engineering, University of  
Portland

REGISTRATION

Professional Engineer - WA & OR



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

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

SELECT PROJECT EXPERIENCE

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



YEARS OF EXPERIENCE

15

EDUCATION

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

REGISTRATION

Professional Engineer - WA  
ISO 14000 Audi Certified

RANDALL TAYLOR , PLA, ARBORIST, LEED AP |

*Environmental Project Manager (Herrera)*

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

SELECT PROJECT EXPERIENCE

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



YEARS OF EXPERIENCE

10

EDUCATION

BS, Landscape Architecture, The Ohio State University

REGISTRATION

Professional Landscape Architecture - WA  
ISA Certified Arborist  
LEED AP



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

## AGENDA COVER SHEET

|                               |                                                                                                                                                                                       |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                                                                                      |
| <b>Originating Department</b> | Public Works                                                                                                                                                                          |
| <b>Contact Person</b>         | Andrew Silvia                                                                                                                                                                         |
| <b>Title</b>                  | Resolution 1869/Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Contract Agreement AG 22-001 with Gray & Osborne, Inc. for 35th Avenue NE Drainage Project |

### Legislative History

- First Presentation – November 10, 2022
- Action – December 8, 2022

### Attachments:

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

### Executive Summary

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

### Background

The City executed a professional services agreement AG 22-001 (PSA) with the Consultant in February of this year to evaluate options for improving the City’s drainage system assets on 35<sup>th</sup> Avenue NE, the discharge point of which is currently located on private property. The Consultant produced a pre-design report that illustrated two conceptual design options for relocating the current discharge point and provided associated estimates of construction costs ranging from \$913,000 to \$1,379,000, depending

on a variety of scope options. This pre-design evaluation also revealed local permitting (Major Tree Removal and Critical Areas Work Permits) and right-of-way/easement acquisition requirements that were assumed to be not applicable to the project in the PSA. Additionally, the City is requesting that the Consultant evaluate an additional option for improving the system.

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

**Fiscal & Policy Implications**

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

**Alternatives**

| <i>Options</i>                                                     | <i>Results</i>                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Adopt Resolution</li></ul> | The City will execute Amendment No. 1 the PSA AG 22-001 with Gray & Osborne, Inc. and advance the project by completing the work described in the amendment.                                                                                                                |
| <ul style="list-style-type: none"><li>• No Action</li></ul>        | The City will not execute Amendment No. 1 to PSA AG 22-001 with Gray & Osborne, Inc. The project’s future is uncertain in this scenario, given the necessity of completing additional permitting and right of way acquisition support services described in this amendment. |
|                                                                    |                                                                                                                                                                                                                                                                             |

**Staff Recommendation**

Move to authorize the Mayor to enter into Amendment No. 1 to the Professional Services Contract with Gray & Osborne, Inc. for the 35<sup>th</sup> Avenue Drainage Project.

**RESOLUTION NO. 1869**

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

---

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

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

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

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

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

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

---

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

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

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

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

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

**Compensation.**

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

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

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

CITY OF LAKE FOREST PARK

GRAY & OSBORNE, INC.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A – ADDENDUM 1**

### **SCOPE OF ENGINEERING SERVICES**

#### **CITY OF LAKE FOREST PARK 35<sup>th</sup> AVENUE NE DRAINAGE IMPROVEMENTS**

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

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

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

#### **DESIGN CRITERIA**

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

#### **TASK DEFINITIONS**

##### **Task 1 – Project Management**

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

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

**Task 2 – Survey**

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

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

**Task 3 – Predesign Report and Base Map**

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

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

**Task 4 – Geotechnical**

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

**Task 5 – Engineering Design**

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

**Task 6 – Permitting**

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



### Phase 1 – Permitting Review for Three Outfall Locations

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

### *Phase 1 Assumptions*

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

### Phase 2 – CAR and Tree Assessment

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

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

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

#### *Phase 2 Assumptions*

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

#### Overall Project Assumptions

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

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

### **Task 7 – Easement/Right-of-Way Acquisition**

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

The overall right-of-way acquisition objectives are:

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

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

#### Specific Objectives

The key objectives for this project include:

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

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

#### Project Scope Exclusions

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

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

### **Task 8 – Quality Control/Quality Assurance**

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

### **DELIVERABLES**

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

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

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

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

Total Fully Burdened Labor Cost: \$ 9,865

Direct Non-Salary Cost:

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

Subconsultant:

Geotechnical - PanGEO, Inc. \$ 4,331

Easement Acquisition - Abayta & Associates \$ 30,564

The Watershed Company \$ 32,260

Subconsultant Overhead (10%) \$ 6,716

**TOTAL ESTIMATED COST: \$ 83,736**

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



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

|                        |                                                                                                                                                                                                   |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date           | December 8, 2022                                                                                                                                                                                  |
| Originating Department | Public Works                                                                                                                                                                                      |
| Contact Person         | Andrew Silvia, Senior Project Manager                                                                                                                                                             |
| Title                  | Resolution 1870/ Authorizing the Mayor to Sign a Professional Services Contract Agreement with The Watershed Company for Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination |

Legislative History

- |                      |                                   |
|----------------------|-----------------------------------|
| • First Presentation | November 10, 2022 Regular Meeting |
| • Action             | December 8, 2022 Regular Meeting  |

Attachments:

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

Executive Summary

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

Background

DPW completed the construction of the Lyon Creek Flood Mitigation project in 2016. Environmental permits issued for the project required the City to monitor the performance of constructed wetland mitigation areas for five years following construction completion. The required closeout of these permits at the end of the monitoring period was dependent upon compliance with performance standards for plant retention and invasive species control. The post-construction monitoring period concluded on

December 31, 2021. Unfortunately, some permit-required performance standards remained unmet at that time, which prevents the City from closing the permits as required.

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

**Fiscal & Policy Implications**

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

**Alternatives**

| <i>Options</i>                                                     | <i>Results</i>                                                                                                                                                               |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Adopt Resolution</li></ul> | The City will contract with The Watershed Company.                                                                                                                           |
| <ul style="list-style-type: none"><li>• No Action</li></ul>        | The City will not contract with The Watershed Company. This will prevent the City from closing the environmental permits issued for the Lyon Creek Flood Mitigation Project. |
|                                                                    |                                                                                                                                                                              |

**Staff Recommendation**

Move to adopt Resolution 1870 authorizing the Mayor to enter into a contract with The Watershed Company for monitoring and agency coordination needed for the Lyon Creek Flood Mitigation Project.



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

---

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

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

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

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

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

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

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

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

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Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

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Matthew McLean  
City Clerk

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

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

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

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

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

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

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

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the “Lyon Creek Flood Mitigation Project – Monitoring and Agency Coordination” project (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

The project manager(s) of the Work shall be Schaun Valdonis. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## 2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed thirty-nine thousand, four hundred, twelve Dollars (\$39,412.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

## 3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, [ap@cityofffp.gov](mailto:ap@cityofffp.gov), its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

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

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

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

## **8. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

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

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

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

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

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

**18. Notices.**

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

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

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

**IN WITNESS WHEREOF,** the City and Consultant have executed this Agreement as of the last date signed below.

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

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



**EXHIBIT A**

October 24, 2022

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

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

TWC Reference Number: 110715.1

### Task 1. Agency Coordination:

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

### Task 2. Contract Documentation:

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

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

**Deliverables for Task 2:**

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

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

**Task 3. Construction Administration Assistance:**

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

**Task 4. Annual Performance Monitoring and Reporting:**

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

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

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

**Proposal Assumptions:**

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

## EXHIBIT B

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

TOTAL \$39,412.00

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



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

## AGENDA COVER SHEET

|                               |                                                                                                                                                                                                          |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                                                                                                         |
| <b>Originating Department</b> | Planning Department                                                                                                                                                                                      |
| <b>Contact Person</b>         | Steve Bennett, Planning Director                                                                                                                                                                         |
| <b>Title</b>                  | Resolution 1875/Authorizing the Mayor to sign Amendment No. 1 to a Professional Services Agreement with The Watershed Company (TWC) for additional assistance with a tree inventory of Lake Forest Park. |

### Legislative History

- First Presentation December 8, 2022, Regular Meeting
- Action December 8, 2022, Regular Meeting

### Attachments:

1. Resolution 1875/Authorizing the Mayor to sign an amendment to a Professional Services Agreement with The Watershed Company (TWC) for additional assistance with a tree inventory of Lake Forest Park
2. Attachment 1 Resolution 1875 authorizing an amendment to Scope of work and budget for 2022 tree inventory
3. Attachment 2 Amendment No. 1 to Professional Services Agreement with The Watershed Company for 2022 Tree Inventory
4. Resolution 1853 with the attached agreement and original scope of work

### Executive Summary

Approval of Resolution 1875 would authorize the Mayor to sign Amendment No. 1 to the City of Lake Forest Park Professional Services Agreement with The Watershed Company for the 2022 Tree Inventory. Amendment No. 1 amends the scope of work in the agreement in exchange for an amount not to exceed \$12,125 (beyond the original agreement amount of \$44,680)

### Background



On August 11, 2022, the City Council approved Resolution 1853 authorizing the Mayor to sign a professional services agreement with The Watershed Company to conduct a tree inventory of Lake Forest Park in exchange for an amount not to exceed \$44,680. A major objective of this inventory was to revisit properties that were inventoried in 2010. The Watershed Company (TWC) has encountered difficulties obtaining permission to enter previously-inventoried properties, and the City Arborist position, which would have assisted with this task, has been vacant since August of this year. Due to challenges in getting landowner approvals to revisit 2010 plots, TWC will need to generate and establish new plots to ensure sufficient data is collected to achieve statistical significance for the inventory properties.

**Fiscal & Policy Implications**

The additional \$12,125 would be charged to contingency resources in the 2023 Planning Department professional services fund. The Tree Fund currently has a balance of a little over \$63,000.

**Alternatives**

| <i>Options</i>                                                                           | <i>Results</i>                            |
|------------------------------------------------------------------------------------------|-------------------------------------------|
| <ul style="list-style-type: none"><li>• Approve resolution and scope amendment</li></ul> | Tree Inventory will be completed in 2023  |
| <ul style="list-style-type: none"><li>• Reject resolution and scope amendment</li></ul>  | Tree Inventory completion will be delayed |

**Staff Recommendation**

Approve Resolution 1875 authorizing the Mayor to sign Amendment No. 1 to a Professional Services Agreement with The Watershed Company

**RESOLUTION NO. 1875****A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LAKE FOREST PARK, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN  
AMENDMENT TO A PROFESSIONAL SERVICES  
AGREEMENT WITH THE WATERSHED COMPANY  
FOR ADDITIONAL ASSISTANCE WITH A TREE  
INVENTORY OF LAKE FOREST PARK**

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**WHEREAS**, on August 11, 2022, City Council approved Resolution 1853 authorizing the Mayor to sign a professional services agreement with The Watershed Company to conduct a tree inventory of Lake Forest Park in exchange for an amount not to exceed \$44,680; and

**WHEREAS**, a major objective of this inventory was to revisit properties that were inventoried in 2010; and

**WHEREAS**, The Watershed Company (TWC) has encountered difficulties obtaining permission to enter previously-inventoried properties and the City Arborist position, which would have assisted with this task, has been vacant for since August of this year; and

**WHEREAS**, due to challenges in getting landowner approvals to revisit 2010 plots, TWC will need to generate and establish new plots to ensure sufficient data is collected to achieve statistical significance for the inventory properties;

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

Section 1. The City Council of the City of Lake Forest Park approves and authorizes the Mayor to sign Amendment #1 to Exhibit A – Scope of Work and Budget found in the Professional Services Agreement with The Watershed Company for the 2022 Tree Inventory of Lake Forest Park in exchange for an amount not to exceed \$12,125.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

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Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

---

Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: XXXX 2022  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.:

Amendment No.1 to the  
City of Lake Forest Park Professional Services Agreement with The Watershed Company  
Dated \_\_\_\_\_, 2022

This Amendment No. 1 to the City of Lake Forest Park Professional Services Agreement for 2022 Tree Inventory between the City of Lake Forest Park and The Watershed Company, AG- \_\_\_\_\_ (hereafter the “Agreement”), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Exhibit A to the Agreement is revised per Exhibit A-1 attached and incorporated herein.
- 2. Section 2.A. of the Agreement is amended as follows:
  - A. The total compensation to be paid to Consultant for the Work in Exhibit A as amended with Exhibit A-1, including all services and expenses, shall not exceed \$55,805.00, which shall be full compensation for the Exhibit A and Exhibit A-1 Work.

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

CITY OF LAKE FOREST PARK

THE WATERSHED COMPANY

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Jeff Johnson

Printed Name: Kenny Booth, AICP

Title: Mayor

Title: Principal

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

September 16, 2022

Stephen Bennett, Planning Director  
City of Lake Forest Park  
City Hall  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

**Re: Scope of Work and Budget Amendment for 2022 Tree Inventory**

The Watershed Company Reference Number: 220424

Dear Stephen:

We are pleased to provide the following revised scope of work and timeline amendment for the City of Lake Forest Park's update to the City-wide tree inventory for 2022. We have also included an updated project budget and schedule of hourly rates for Watershed staff. Our recommended scope of work is detailed below. This revised scope outlines tasks and deliverables to assist the City with landowner engagement and refines the field inventory and report timeline to reflect the revised deliverables.

**Summary Scope of Work Amendments:**

**Task 1.B. Project Administration**

To account for project management and office administration time needed to manage the additional scope of work, the revised budget includes additional effort for this line item. This covers time for the Watershed Project Manager to work directly with the City Project Manager to coordinate the work plan and provide status updates on project deliverables.

**Task 2.D. Plot Inventory and Analysis**

The scope of work remains largely consistent with the approved contract except for the schedule/timeline for field work and new plot establishment. Due to City staff changes and the additional time needed to complete a comprehensive landowner engagement effort, Watershed proposes that a portion of plots will be inventoried in September/October of 2022, with the remaining plots completed in spring of 2023 once trees have leafed out again for the growing season. Fall 2022 plots will be completed for those parcels where landowner approval has been

granted or it is not needed, such as on City-owned property. This will allow additional time during the winter months to continue with landowner outreach. Upon completion of all plot level measurements, data will be compiled and analyzed as described in the original Scope of Work dated June 22, 2022.

Due to challenges in getting landowner approvals to revisit existing plots, Watershed will generate and establish new plots to ensure sufficient data is collected to achieve statistical significance for the inventory. This is a GIS exercise to randomly identify new plot centers, based on the original methodology, to identify the size of the plot needed (1/10<sup>th</sup> acre versus 1/20<sup>th</sup> acre) and on which parcel(s) the plot falls on. The exact number of additional plots to be established will be determined by the success of landowner engagement between October 2022 and April 2023.

### **Task 3. Canopy Analysis Integration**

Watershed does not anticipate a change in the scope of work for this task, only to the timeline. The analysis and summarized results will be conducted in spring of 2023 once the field inventory is complete. As noted previously, the Watershed team will integrate statistical summary data from plot level analyses with available tree canopy data from the City, i-Tree Eco, and other sources. This will provide a more robust picture of trends and changes to the entire urban forest across the City, including spatial composition and forest types.

### **Task 4. Comprehensive Report of Findings**

Watershed does not anticipate a change in the scope of work for this task, only to the timeline. In the Spring of 2023, Watershed staff will compile a comprehensive tree inventory and urban forest assessment report for 2022-23. This report will include the methods, all results and findings from analyses, and implications for urban forest management specific to the City of Lake Forest Park.

### **Task 5. New Scope – Public Outreach Assistance**

The Watershed Company will support the City Project Manager with direct property owner outreach. This will include the following:

- **Outreach Materials Review**

Watershed will review the outreach letter and postcard developed by the City and provide suggested revisions.

- **New Plot Establishment**

Based on new plots established by our staff in Task 2, we will develop the list of property owner names and addresses to be used for additional landowner engagement.

The list of properties will include those parcels where the plot center is located as well as any adjacent properties the plot boundaries intersect. Watershed will provide landowner contact information to the City Project Manager in an Excel spreadsheet. Landowner contact information will be compiled from available King County assessor sources, and responses to outreach efforts.

- **Site Visit Scheduling and Ongoing Engagement**

Watershed staff will schedule data collection site visits with landowners who have provided permission by submitting the City provided approval post card. If a phone number or email was not provided, Watershed staff will contact landowners through “door knocking” while in the field conducting data collection. Likewise, for those landowners who did not respond to the City’s outreach mailer, Watershed Staff will attempt to contact landowners through “door knocking” while in the field conducting data collection. The City will provide Watershed staff with a “leave behind” information sheet or door hanger we can use that includes project information and the project manager’s contact information.

## Proposed Amended Schedule

*The timeline outlined below is based on experience with similar projects; the timeline given is approximate and does not constitute agreed upon due dates.*

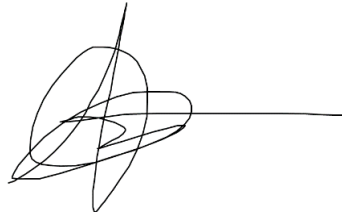
| Task     | Task / Deliverable                                                                                                                                                | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>1</b> | <b>Project Administration and Coordination</b>                                                                                                                    |     |     |     |     |     |     |     |     |     |     |     |
| 1.A      | Project kick-off meeting.                                                                                                                                         | X   |     |     |     |     |     |     |     |     |     |     |
| 1.B      | General project administration, billing, and coordination, including meetings with City staff.                                                                    | X   | X   | X   | X   | X   | X   | X   | X   | X   | X   | X   |
| 1.C      | Establish methodology and data collection. Review all existing metadata and previous methodology.                                                                 | X   |     |     |     |     |     |     |     |     |     |     |
| 1.D      | Finalize work plan. Set up data collection spreadsheets and digital maps.                                                                                         | X   |     |     |     |     |     |     |     |     |     |     |
| <b>2</b> | <b>Plot Inventory and Analysis</b>                                                                                                                                |     |     |     |     |     |     |     |     |     |     |     |
| 2.A      | Conduct baseline field measurements for all existing randomized plots.                                                                                            |     | X   | X   |     |     |     |     |     | X   | X   |     |
| 2.B      | Compile and organize collected data.                                                                                                                              |     |     | X   |     |     |     |     |     |     | X   |     |
| 2.C      | Data input and analysis in i-Tree and other software. Landmark tree data evaluation and analysis.                                                                 |     |     | X   |     |     |     |     |     |     | X   |     |
| 2.D      | <i>New plot establishment</i>                                                                                                                                     |     | X   |     |     |     |     |     |     |     |     |     |
| <b>3</b> | <b>Canopy Analysis Integration</b>                                                                                                                                |     |     |     |     |     |     |     |     |     |     |     |
| 3.A      | Integrate plot level data with existing canopy analysis. Comparison of canopy analysis with plot level summary statistics.                                        |     |     |     | X   |     |     |     |     |     | X   | X   |
| 3.B      | Overlay plots with remote sensing data for structural analysis.                                                                                                   |     |     |     | X   |     |     |     |     |     | X   | X   |
| <b>4</b> | <b>Comprehensive Report of Findings</b>                                                                                                                           |     |     |     |     |     |     |     |     |     |     |     |
| 4.A      | Compile i-Tree summary outputs and statistical analysis into comprehensive report, including methodology, findings, and implications for urban forest management. |     |     |     |     |     |     |     |     |     | X   | X   |
| 4.B      | Coordinate with project team to finalize report.                                                                                                                  |     |     |     |     |     |     |     |     |     | X   | X   |



|   |                                                                                                          |  |   |   |   |   |   |   |   |   |   |  |  |
|---|----------------------------------------------------------------------------------------------------------|--|---|---|---|---|---|---|---|---|---|--|--|
| 5 | Public Outreach Assistance                                                                               |  |   |   |   |   |   |   |   |   |   |  |  |
|   | Develop landowner outreach spreadsheet; review outreach materials; Schedule site visits with landowners. |  | X | X | X | X | X | X | X | X | X |  |  |

Please call if you have any questions or if we can provide you with any additional information.

Sincerely,



Drew Foster  
ISA Certified Arborist, PN-8213A  
TRAQ certified

Proposal approved by:



Kenny Booth, AICP  
Principal / Senior Planner

- Enclosures:
- Budget Amendment

|          |                                                           |                                                                                                                                                                                           | Kenny Booth, AICP,<br>Principal | Drew Foster, Arborist,<br>Project Manager | Kim Frappier, Arborist | Lars Freeman-Wood,<br>Arborist | Nathan Burroughs,<br>GIS Analyst | Brooke Taylor,<br>Administrator |              |  |
|----------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------|------------------------|--------------------------------|----------------------------------|---------------------------------|--------------|--|
| Task     | Subtask                                                   | Description                                                                                                                                                                               | \$210                           | \$110                                     | \$155                  | \$118                          | \$115                            | \$110                           | Total Cost   |  |
| 1        | Project Administration and Coordination                   |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| 1        | 1.A                                                       | Project kick-off meeting.                                                                                                                                                                 |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 1        | 1.B                                                       | Project administration, billing, and coordination, including meetings with City staff.                                                                                                    | 2                               | 8                                         | 5                      |                                |                                  | 3                               | \$2,405      |  |
| 1        | 1.C                                                       | Establish methodology and data collection. Review all existing metadata and previous methodology.                                                                                         |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 1        | 1.D                                                       | Finalize work plan. Set up data collection spreadsheets and digital maps.                                                                                                                 |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| Subtotal |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$2,405      |  |
| 2        | Plot Inventory and Analysis                               |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| 2        | 2.A                                                       | Conduct baseline field measurements for all existing randomized plots.                                                                                                                    |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 2        | 2.B                                                       | Compile and organize collected data.                                                                                                                                                      |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 2        | 2.C                                                       | Data input and analysis in i-Tree and other software. Landmark tree data evaluation and analysis.                                                                                         |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 2        | 2..D                                                      | New plot establishment                                                                                                                                                                    |                                 | 2                                         |                        |                                | 8                                |                                 | \$1,140      |  |
| Subtotal |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$1,140      |  |
| 3        | Canopy Analysis Integration                               |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| 3        | 3.A                                                       | Integrate plot level data with existing canopy analyses. Comparison of canopy analysis with plot level summary statistics.                                                                |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 3        | 3.B                                                       | Overlay plots with remote sensing data for structural analysis.                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| Subtotal |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 4        | Comprehensive Report of Findings                          |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| 4        | 4.A                                                       | Compile i-Tree summary outputs and statistical analysis into comprehensive report, including methodology, findings, and implications for urban forest management.                         |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 4        | 4.B                                                       | Coordinate with project team to finalize report.                                                                                                                                          |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| Subtotal |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$0          |  |
| 5        | Public Outreach Assistance                                |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| 5        | 5                                                         | Develop additional landowners/plot sites; review outreach materials; Schedule site visits with landowners. Ongoing coordination with City Project Manager regarding landowner engagement. |                                 | 8                                         | 4                      | 60                             |                                  |                                 | \$8,580      |  |
| Subtotal |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$8,580      |  |
| E        | Expenses                                                  |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| E        | Mileage, Data collection and mapping device, other costs. |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| Subtotal |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 |              |  |
| TOTAL    |                                                           |                                                                                                                                                                                           |                                 |                                           |                        |                                |                                  |                                 | \$ 12,125.00 |  |

AG-22-037

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: 2022 Tree Inventory**

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

|                                                   |                                                                      |
|---------------------------------------------------|----------------------------------------------------------------------|
| Consultant Business:                              | The Watershed Company                                                |
| Consultant Address:                               | 750 Sixth Street South, Kirkland, WA 98034                           |
| Consultant Phone:                                 | 425-822-5242                                                         |
| Consultant Fax:                                   |                                                                      |
| Contact Name:                                     | Drew Foster                                                          |
| Consultant e-mail:                                | <a href="mailto:dfoster@watershedco.com">dfoster@watershedco.com</a> |
| Federal Employee ID No.:                          | 91-1364393                                                           |
| Authorized City Representative for this contract: | Stephen Bennett, Planning Director                                   |

**WHEREAS**, the City seeks to provide a City-wide tree inventory, comparing new data to that collected in 2010; and

**WHEREAS**, the City has selected the Consultant to perform the requested consulting services;

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

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Scope of 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 of the Work shall be Drew Foster. The project manager shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

**2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed Forty-four Thousand Six Hundred and Eighty Dollars (\$44,680) as shown on Exhibit A, which shall be full compensation for the Exhibit A Work.

Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

### **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to ap@ci.lake-forest-park.wa.us its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial



insurance (Title 51 RCW and any amendment thereof or substitution thereof). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

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

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

## **8. Insurance.**

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

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

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

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

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

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

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

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability

Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

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

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

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

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

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

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

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

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

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

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

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

**18. Notices.**

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

City of Lake Forest Park  
 Attn: Steve Bennett  
 17425 Ballinger Way NE  
 Lake Forest Park, WA 98155

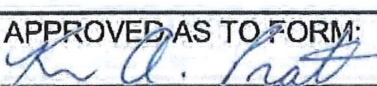
- B. Notices to the Consultant shall be sent to the following address:

The Watershed Company  
 Attn: Drew Foster  
 750 Sixth Street South  
 Kirkland, WA 98034

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

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

**IN WITNESS WHEREOF,** the City and Consultant have executed this Agreement as of the last date signed below.

|                                                                                                                                                                                              | <b>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</b>                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CITY OF LAKE FOREST PARK<br/>WASHINGTON</b><br><br>By: <br>Jeff Johnson, Mayor<br>Date: <u>8/11/22</u> | <b>The Watershed Company</b><br><br>By: <br>Kenny Booth, AICP<br>Title: Principal<br>Date: August <u>12</u> , 2022 |
| ATTEST:<br><br>Matt McLean, City Clerk<br>Date: <u>8/11/22</u>                                            |                                                                                                                                                                                                        |
| APPROVED AS TO FORM:<br><br>Kim Adams Pratt, City Attorney<br>Date: <u>8/12/2022</u>                      |                                                                                                                                                                                                        |





## EXHIBIT A

*Revised: July 15, 2022*

Steve Bennett, AICP  
Planning Director  
City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

### **Re: Proposal for 2022 Tree Inventory**

The Watershed Company Reference Number: 220424

Dear Steve:

We are pleased to help with the City of Lake Forest Park's update to the City-wide tree inventory for 2022. Our scope of work is detailed below, which includes a description of each task, a list of deliverables per task, and proposal assumptions. We have included a project budget and schedule of hourly rates for Watershed staff.

### **Scope of Work:**

#### **Task 1. Project Administration and Coordination**

##### **A. Project kickoff.**

The Watershed team will meet with City staff and stakeholders to review the scope of work, timeline and project deliverables. Watershed will follow up with a work plan which will include a project schedule for completing inventory work and deliverables. The kick-off meeting may be conducted via video conference or in person, depending on scheduling needs and project team preferences.

##### **B. Project administration, coordination, and meetings with City staff.**

The Watershed Project Manager will work directly with the City Project Manager to set agendas and schedule meetings, coordinate the work plan, and provide status updates on project deliverables. Ongoing project coordination will be managed by the Watershed Project Manager, including tracking progress of any outside staff or volunteers. Ongoing meetings may be conducted via video conference. Watershed



can draft minutes for each project team meeting and distribute to project team members. To assist with project team communication and collaboration, Watershed recommends using a SharePoint drive or similar shared file system for documents and project calendars. This can be discussed during the project kick-off.

**C. Establish methodology and data collection.**

Watershed will work with the project team to establish a methodology and protocol for data collection. Methodology will be based on the 2010 tree inventory for Lake Forest Park, following the Urban Forest Effects (UFORE) Methods<sup>1</sup>. Plot re-measurement protocols will be established to address plot center relocation accuracy, inaccessible sites, borderline trees, plot size, visual estimates, and other information. This effort can begin in the project kickoff meeting and will be finalized in a protocol to be included in the work plan.

**D. Finalize work plan and set up data collection.**

A finalized work plan will be adopted by the project team which will include a data collection protocol, schedule, and deliverables. Watershed staff will set up data collection sheets along with a digital geospatial inventory, hosted online.

**Task 1. Deliverables Summary and Assumptions:**

- A work plan will be adopted following the project kick-off meeting and will include a project schedule, a data collection protocol, and key deliverables.
- An initial methodology will be agreed upon by the project team. A final version will be included in a final project report.
- A shared digital drive, such as SharePoint, will be established for the project team.

**Task 2. Plot Inventory and Analysis**

**A. Conduct baseline field measurements.**

Baseline field measurements will be based on the established methodology, collecting at least the same information as collected in the 2010 tree inventory. This baseline data includes plot-level and tree data outlined in the UFORE Methods including species, number of stems, diameter at breast height (DBH), height, height to live crown base, average crown width, distance to buildings, and other attributes.

<sup>1</sup> <https://www.itreetools.org/documents/53/UFORE%20Methods.pdf>

Relocating all plots and respective plot centers from the 2010 inventory may not be feasible based on previous data, landowner access, and site conditions. Watershed staff will work with the City during protocol and work plan development to ensure plot data collected during this effort will produce a robust statistical analysis for comparison of trends over time.

The Watershed Project Manager will organize and lead Watershed staff to conduct field measurements, coordinate field schedules and ensure data collection consistency. All field measurements will be targeted for completion during the leaf-on season (no later than the end of October 2022) for the most accurate species identification, canopy cover estimates, and ground cover estimates. Plot center locations will be relocated and mapped to accuracy standards agreed upon in the initial kickoff meeting and data collection protocol.

**B. Compile and organize collected data.**

All data will be collected in a digital spreadsheet, such as Excel, set up based on the established protocol when possible. Paper copies will be available as a backup. All data will be backed up daily and compiled weekly for quality control. The Watershed Project Manager will coordinate with any staff or volunteers collecting field data to ensure consistency and completeness.

**C. Data input and analysis.**

Upon completion of plot level measurements, data will be compiled for analysis. For this effort, we propose using a combination of i-Tree suite of software tools and internal statistical analysis (using Excel and R packages). Summary reports generated from i-Tree will be used in comparing current plot level data with past summary statistics such as number of trees, carbon storage and sequestration, pollution removal, building energy savings, and avoided carbon emissions.

Using collected plot and tree data, we will analyze descriptive statistics to summarize changes and trends in basal area, volume, density, and species composition. We recognize the importance of mature and exceptional trees which constitute an important resource for the community of Lake Forest Park. Therefore, trends and changes in the status of landmark trees (greater than 24 inches in diameter) and exceptional trees will be highlighted from the analysis.



### **Task 2. Deliverables and Assumptions**

- This task assumes the City is responsible for contacting landowners and obtaining permission for access to property.
- Plot level data will be available in a digital spreadsheet, shared with the project team.
- Results and analysis from i-Tree and other software will be compiled within a final summary report.
- Plot center locations will be taken using ESRI's Field Maps app on a tablet connected to a GPS unit. All plot level data can be geospatially referenced based on plot center locations, and can be provided in a geodatabase, or similar product.
- Watershed staff may use one or more teams in the field concurrently depending on access and logistical coordination to ensure data is collected by agreed upon deadlines.

### **Task 3. Canopy Analysis Integration**

#### **A. Integrate plot level data with existing canopy analysis.**

The Watershed team will integrate statistical summary data from plot level analyses with available tree canopy data from the City, i-Tree Landscape, and other sources. This will provide a more robust picture of trends and changes to the entire urban forest across the City, including spatial composition and forest types. Urban forest cover data will be overlaid with transportation, census data, and other geographic intersections as determined in the kick-off meeting.

#### **B. Overlay plots with remote sensing data for structural analysis.**

With 2021 lidar data recently released for King County, there is a great opportunity to use plot level measurements for a comprehensive structural analysis of the urban forest. Using the geospatially located plot data integrated with lidar and other remote sensing data, we propose a modeling approach to infer statistics across the City including basal area, canopy cover and density, height quantiles, structural complexity, and forest gaps. This analysis will create a more accurate and diverse picture of existing forest structural conditions. Summarized results would be provided in a final report with implications for urban forest management planning.

### **Task 3. Deliverables and Assumptions**

- Any geospatial data will be shared with the project team in a geodatabase or similar product.

- This assumes the integration of existing canopy analyses and does not include additional processing of remote sensing inputs for classification (e.g., lidar data, satellite or aerial imagery).
- All remote sensing data used will be from publicly available and open access sources and does not include the purchase of private vendor data.

#### **Task 4. Comprehensive Report of Findings**

##### **A. Compile findings and analyses into a comprehensive report.**

Watershed staff will compile a comprehensive tree inventory and urban forest assessment report for 2022. This report will include the methods, all results and findings from analyses, and implications for urban forest management specific to the City of Lake Forest Park.

##### **B. Coordinate with project team to finalize the report.**

We assume one draft version of the 2022 tree inventory and urban forest assessment report will be presented to the project team for review and feedback. A final version of the report will be completed by the end of the year, as determined in the original work plan agreed upon by the project team.

#### **Task 4. Deliverables and Assumptions**

- The final 2022 tree inventory and urban forest assessment report, as well as any additional maps or graphics will be made available in PDF format.
- The above-described deliverables assume one draft and one final copy of the comprehensive report. Comments from the City and stakeholders on each deliverable will be compiled into a single document; if multiple reviewers are involved, comments will be consistent among reviewers.



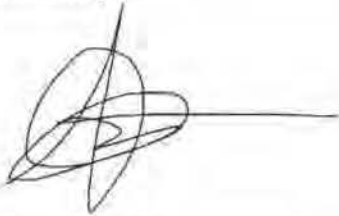
## Proposed Schedule

*The timeline outlined below is based on experience with similar projects; the timeline given is approximate and does not constitute agreed upon due dates. Actual timeline for deliverables and meeting schedules will be finalized during the project kick-off meeting and work plan development.*

| Task     | Task / Deliverable                                                                                                                                                | AUG | SEP | OCT | NOV | DEC |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|
| <b>1</b> | <b>Project Administration and Coordination</b>                                                                                                                    |     |     |     |     |     |
| 1.A      | Project kick-off meeting.                                                                                                                                         | X   |     |     |     |     |
| 1.B      | General project administration and coordination, including meetings with City staff.                                                                              | X   | X   | X   | X   | X   |
| 1.C      | Establish methodology and data collection. Review all existing metadata and previous methodology.                                                                 | X   |     |     |     |     |
| 1.D      | Finalize work plan. Set up data collection spreadsheets and digital maps.                                                                                         | X   |     |     |     |     |
| <b>2</b> | <b>Plot Inventory and Analysis</b>                                                                                                                                |     |     |     |     |     |
| 2.A      | Conduct baseline field measurements for fixed-radius plots.                                                                                                       | X   | X   | X   |     |     |
| 2.B      | Compile and organize collected data.                                                                                                                              |     |     | X   |     |     |
| 2.C      | Data input and analysis in i-Tree and other software. Landmark tree data evaluation and analysis.                                                                 |     |     | X   |     |     |
| <b>3</b> | <b>Canopy Analysis Integration</b>                                                                                                                                |     |     |     |     |     |
| 3.A      | Integrate plot level data with existing canopy analysis. Comparison of canopy analysis with plot level summary statistics.                                        |     |     | X   | X   |     |
| 3.B      | Overlay plots with remote sensing data for structural analysis.                                                                                                   |     |     | X   | X   |     |
| <b>4</b> | <b>Comprehensive Report of Findings</b>                                                                                                                           |     |     |     |     |     |
| 4.A      | Compile i-Tree summary outputs and statistical analysis into comprehensive report, including methodology, findings, and implications for urban forest management. |     |     | X   | X   | X   |
| 4.B      | Coordinate with project team to finalize report.                                                                                                                  |     |     |     | X   | X   |

Please call if you have any questions or if we can provide you with any additional information. We look forward to working with you on this exciting opportunity to update the City's tree inventory data.

Sincerely,



Drew Foster  
ISA Certified Arborist, PN-8213A  
TRAQ certified

**Proposal approved by:**



Kenny Booth, AICP  
Principal / Senior Planner

*Enclosures:*

- Budget
- Watershed staff rate sheet (2022)

| Task | Subtask | Description                                                                                                                                                       | Kenny Booth, AICP,<br>Principal<br>\$210 | Drew Foster, Arborist,<br>Project Manager<br>\$110 | Kim Frappier, Arborist<br>\$155 | Jake Robertson,<br>Arborist<br>\$105 | Nathan Burroughs,<br>GIS Analyst<br>\$115 | Total Cost          |
|------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------|---------------------------------|--------------------------------------|-------------------------------------------|---------------------|
| 1    |         | <b>Project Administration and Coordination</b>                                                                                                                    |                                          |                                                    |                                 |                                      |                                           |                     |
| 1    | 1.A     | Project kick-off meeting.                                                                                                                                         |                                          | 3                                                  | 3                               |                                      |                                           | \$795               |
| 1    | 1.B     | Project administration and coordination, including meetings with City staff.                                                                                      | 4                                        | 16                                                 |                                 |                                      |                                           | \$2,600             |
| 1    | 1.C     | Establish methodology and data collection. Review all existing metadata and previous methodology.                                                                 |                                          | 4                                                  | 2                               |                                      | 2                                         | \$980               |
| 1    | 1.D     | Finalize work plan. Set up data collection spreadsheets and digital maps.                                                                                         |                                          | 4                                                  |                                 |                                      | 4                                         | \$900               |
|      |         | <b>Subtotal</b>                                                                                                                                                   |                                          |                                                    |                                 |                                      |                                           | <b>\$5,275</b>      |
| 2    |         | <b>Plot Inventory and Analysis</b>                                                                                                                                |                                          |                                                    |                                 |                                      |                                           |                     |
| 2    | 2.A     | Conduct baseline field measurements for fixed-radius plots.                                                                                                       |                                          | 120                                                |                                 | 120                                  |                                           | \$25,800            |
| 2    | 2.B     | Compile and organize collected data.                                                                                                                              |                                          | 12                                                 |                                 |                                      |                                           | \$1,320             |
| 2    | 2.C     | Data input and analysis in i-Tree and other software. Landmark tree data evaluation and analysis.                                                                 |                                          | 16                                                 |                                 |                                      |                                           | \$1,760             |
|      |         | <b>Subtotal</b>                                                                                                                                                   |                                          |                                                    |                                 |                                      |                                           | <b>\$28,880</b>     |
| 3    |         | <b>Canopy Analysis Integration</b>                                                                                                                                |                                          |                                                    |                                 |                                      |                                           |                     |
| 3    | 3.A     | Integrate plot level data with existing canopy analyses. Comparison of canopy analysis with plot level summary statistics.                                        |                                          |                                                    |                                 |                                      | 24                                        | \$2,760             |
| 3    | 3.B     | Overlay plots with remote sensing data for structural analysis.                                                                                                   |                                          | 16                                                 |                                 |                                      | 6                                         | \$2,450             |
|      |         | <b>Subtotal</b>                                                                                                                                                   |                                          |                                                    |                                 |                                      |                                           | <b>\$5,210</b>      |
| 4    |         | <b>Comprehensive Report of Findings</b>                                                                                                                           |                                          |                                                    |                                 |                                      |                                           |                     |
| 4    | 4.A     | Compile i-Tree summary outputs and statistical analysis into comprehensive report, including methodology, findings, and implications for urban forest management. | 2                                        | 24                                                 | 4                               |                                      |                                           | \$3,680             |
| 4    | 4.B     | Coordinate with project team to finalize report.                                                                                                                  | 2                                        | 4                                                  |                                 |                                      |                                           | \$860               |
|      |         | <b>Subtotal</b>                                                                                                                                                   |                                          |                                                    |                                 |                                      |                                           | <b>\$4,540</b>      |
| E    |         | <b>Expenses</b>                                                                                                                                                   |                                          |                                                    |                                 |                                      |                                           |                     |
| E    |         | Mileage, Data collection and mapping device, other costs.                                                                                                         |                                          |                                                    |                                 |                                      |                                           |                     |
|      |         | <b>Subtotal</b>                                                                                                                                                   |                                          |                                                    |                                 |                                      |                                           | <b>\$ 775.00</b>    |
|      |         | <b>TOTAL</b>                                                                                                                                                      |                                          |                                                    |                                 |                                      |                                           | <b>\$ 44,680.00</b> |



### Hourly Rates Effective January 2022\*

|                                    |                                        |       |
|------------------------------------|----------------------------------------|-------|
| Dan Nickel, MSc                    | Environmental Engineer                 | \$210 |
| Hugh Mortensen, PWS                | Senior Ecologist                       | \$210 |
| J. Kenny Booth, AICP               | Senior Planner                         | \$210 |
| Al Wald, LHg                       | Hydrogeologist                         | \$190 |
| Amber Mikluscak, PLA, GISP, MLA    | Senior Landscape Architect/GIS Manager | \$180 |
| Greg Johnston, EIT, CFP, MSc       | Senior Fisheries Biologist             | \$170 |
| Nell Lund, PWS                     | Senior Ecologist                       | \$170 |
| Ryan Kahlo, PWS                    | Senior Ecologist                       | \$170 |
| Mark Daniel, AICP                  | Senior Planner/GIS Specialist          | \$170 |
| Marina French, PLA, MLA            | Senior Landscape Architect             | \$160 |
| Kimberly Frappier, MSc             | Environmental Planner                  | \$155 |
| Clover McIngalls, PWS              | Environmental Planner                  | \$150 |
| Peter Heltzel, MSc, CFP            | Fisheries Biologist                    | \$150 |
| Heather Rogers, LG, MSc, WPiT      | Planner/Geomorphologist                | \$150 |
| Katy Crandall, PWS                 | Ecologist/Arborist                     | \$145 |
| Leila Willoughby-Oakes             | Associate Planner                      | \$145 |
| Kyle Braun, PLA                    | Landscape Architect/Arborist           | \$140 |
| April Mulcahy                      | Ecological Designer/Arborist           | \$135 |
| Roan Hohlfeld, MLA                 | Ecologist/Arborist/Landscape Designer  | \$135 |
| Alex Capron                        | Planner/GIS Specialist                 | \$130 |
| Dawn Spilsbury                     | GIS Analyst/FAA Licensed Drone Pilot   | \$130 |
| Sam Payne, PWS                     | Ecologist/Arborist                     | \$125 |
| Grayson Morris, PLA, MLA, SITES AP | Landscape Architect                    | \$120 |
| Amanda Fleischman, MLA             | Landscape Designer                     | \$118 |
| Fern Huynh                         | Landscape Designer                     | \$117 |
| Nathan Burroughs, MSc              | GIS Analyst                            | \$115 |
| Grace Brennan                      | Ecologist                              | \$115 |
| Bri Hines                          | Environmental Planner                  | \$115 |
| Devin Melville                     | Environmental Planner                  | \$113 |
| Hui Cao                            | Landscape Designer                     | \$112 |
| Alexis Ochoa                       | Arborist                               | \$110 |
| Drew Foster                        | Arborist                               | \$110 |
| Debra Klein                        | Accountant                             | \$110 |
| Brooke Taylor                      | Accountant/Project Administrator       | \$110 |
| Betsy Mann                         | Marketing Manager                      | \$110 |
| Angela Mele                        | Interpretive Planner                   | \$105 |
| Jake Robertson                     | Arborist                               | \$105 |
| Sage Presster                      | Ecologist                              | \$105 |
| Justin Kay                         | Ecologist                              | \$100 |
| Laura Keil                         | Landscape Designer                     | \$100 |
| Jesse Rogers                       | Arborist                               | \$90  |
| Anna Tono                          | Marketing Coordinator                  | \$75  |

#### Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society  
EIT = Engineer In Training  
LG = Licensed Geologist  
LHg = Licensed Hydrogeologist  
GIS = Geographic Information System  
PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists  
PLA = State of Washington Professional Landscape Architect  
AICP = American Institute of Certified Planners  
MSc = Master of Science degree  
MLA = Master of Landscape Architecture  
GISP = GIS Professional

\*Rates for 2022 only; escalator clause for cost of living may apply in future years



## Direct Costs

### Auto Mileage

Maximum standard rate allowable by IRS

### Reproduction:

#### Black & White Printing

#### Rate per Page

|            |        |
|------------|--------|
| 8 1/2 x 11 | \$0.10 |
| 11 x 17    | \$0.20 |
| 12 x 18    | \$0.30 |

#### Color Printing

#### Rate per Page

|            |        |
|------------|--------|
| 8 1/2 x 11 | \$1.00 |
| 11 x 17    | \$2.00 |
| 12 x 18    | \$2.50 |

#### Plotting

#### Rate per SF

|              |         |
|--------------|---------|
| B&W Bond     | \$1.05  |
| Color Bond   | \$1.18  |
| B&W Glossy   | \$12.18 |
| Color Glossy | \$13.76 |

Outside Reproduction

At cost

Electrofishing Equipment Fee

\$100.00/day

Trimble Geo XH - GPS Equipment Fee

\$190.00/day

Field Tablet

\$20.00/day

Solomat Water Quality Testing Equipment Fee

\$50.00/day

YSI Salinity pH Meter

\$50.00/day

Expert testimony

Expert testimony is billed at 1.5 times standard hourly rates

Lodging and per diem

Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.

Other Direct Costs At Cost



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

|                        |                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date           | December 8, 2022                                                                                                                       |
| Originating Department | Executive                                                                                                                              |
| Contact Person         | Phillip Hill, City Administrator                                                                                                       |
| Title                  | Resolution 1876/Authorizing the Mayor to sign the Agreement For Homeless Services with the King County Regional Homelessness Authority |

Legislative History

- First PresentationNovember 17, 2022 – City Council Special Meeting
- Second PresentationDecember 8, 2022 – City Council Regular Meeting

Attachments:

- Resolution 1876
- Proposed Agreement for Homeless Services
- Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority between King County and the City of Seattle
- Draft MOU between the City of Lake Forest Park and the King County Regional Homelessness Authority

Executive Summary

Originally crafted by King County Executive Constantine and City of Seattle Mayor Durkan, the King County Regional Homelessness Authority (KCRHA) was formed to oversee policy, funding, and services for people experiencing homelessness countywide. The legislation approved by both councils includes an Interlocal Agreement between the city and the county that signals unprecedented collaboration between the two governments and the members of King County’s other cities represented through the Sound Cities Association.

The Agreement for Homeless Services (“Agreement”) before Council would facilitate the City of Lake Forest Park becoming a Partner City for the upcoming 2023/2024 Biennium. As the 5-year plan is

overly broad, and the sub-regional plans have yet to be drafted, it is recommended that either an MOU or MOA be entered into between the City and KCRHA as a condition prior to the Mayor signing the Agreement. The MOU/MOA would be brought before the Council in early 2023 for review and approval and would contain details on services supported by the funding commitment of the City, in the north end sub-region, during the 2023/2024 biennium.

Background

Through this proposed Agreement, the City would be committing funding to the KCRHA to provide services for people experiencing homelessness countywide. If Council chooses to enter into the proposed Agreement, the Administration has identified the source of funding as the Affordable/Supportive Housing budget found on page 30 of the Mayor’s Proposed Budget. The revenue stream in this budget is a result of House Bill 1406 from the 2019 Legislative session which allocated up to 0.0146% local sales tax credited against the state sales tax for housing investments. The funding came in increments of 0.0073%, the first half available by action of the Council and the second half through a simple the majority vote of city residents. The cost of placing the item on the ballot would have been equivalent to approximately 6-years’ worth of funding so the decisions was made not to pursue that portion. To access the funds, the City Council adopted Resolution 1752.

The Agreement anticipates funding on a per-capita basis of \$1.20 per resident. With an April 2022 Revised Office of Financial Management population estimate of 13,620, this equates to an annual allocation of \$16,344. The City began receiving funds in 2021 and has amassed a fund balance of \$24,880 to begin the 2023/2024 biennium and will receive roughly \$25,000 during the biennium. This provides the necessary funding for the program through the 2025/2026 biennium and with a small contribution outside of this fund for the 2027/2028 biennium. This assumes no increase in revenue and a modest increase of 3.5% in expenses for each biennium.

|                           | 21/22     | 23/24     | 25/26     | 27/28      |
|---------------------------|-----------|-----------|-----------|------------|
| Revenue                   | \$ 24,880 | \$ 25,000 | \$ 25,000 | \$ 25,000  |
| Fund Balance              | \$ 24,880 | \$ 49,880 | \$ 42,192 | \$ 33,360  |
| Expenditure (3.5% scaler) |           | \$ 32,688 | \$ 33,832 | \$ 35,016  |
| Delta                     |           | \$ 17,192 | \$ 8,360  | \$ (1,656) |

Agreement’s Key Components

Article V

Section 1. Documentation of all costs incurred providing services readily available for review by Partner Cities.

Section 3. Provide an annual report to each Partner City, including services provided to residents of the city.

Article VIII

Section 1. Withdrawal. Commitment is to each biennium. Must withdraw by September 30, preceding the next biennium.

Section 2. Termination. If Partner City loses funding source, the agreement may be terminated with 90 days prior written notice.

Section 3. Effect of Termination or Expiration. Unused funds returned to Partner City and existing contracts funded by Partner City funds assigned to City or terminated. (for Cities in the first Agreement with existing contracts, see Exhibit A)

Exhibit B

Funding – LFP has no existing contracts, so funding is calculated at \$1.20 per capita. (April 2022 Revised OFM 13,620) \$16,344 annually

The Administration has not accepted the proposed language bolded at the bottom of this exhibit. While it is not anticipated that the City would contract with another outside organization for homeless services, this language suggests a level of involvement by the KCRHA that would not best serve contract negotiations. Deletion of this proposed language would not preclude the City from informing the authority as to why additional resources are needed within the City, in addition to and outside of those provided through this Agreement.

Fiscal & Policy Implications

There are sufficient funds in the 2023/2024 Proposed Biennial Budget to support this program.

Alternatives

| Options                                                                                   | Results                                                                                                                                                    |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>Approval of the agreement with conditions</li></ul> | First step in the City participating in the funding of homelessness resources along the north end. MOU would be brought back before Council in Q1 of 2023. |
| <ul style="list-style-type: none"><li>Do not approve the agreement</li></ul>              | The administration will continue working on an agreement to address the concerns of the Mayor and City Council for future consideration.                   |
|                                                                                           |                                                                                                                                                            |

Staff Recommendation

Review the proposed Agreement for Homeless Services with the King County Regional Homelessness Authority, conditioning the Mayor’s execution of the document on agreement by both parties on allocation and expenditure of City funds through an MOU.

RESOLUTION NO. 1876

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN THE AGREEMENT FOR  
HOMELESS SERVICES WITH KING COUNTY REGIONAL  
HOMELESSNESS AUTHORITY

**WHEREAS**, the King County Regional Homelessness Authority (“KCRHA”) was created by the City of Seattle and King County as an independent government agency to coordinate services for individuals and families experiencing homelessness; and

**WHEREAS**, homelessness is a regional crisis that needs local governments, nonprofits and other stakeholders to work together; and

**WHEREAS**, under the terms of the proposed Agreement For Homeless Services (“Agreement”), the City of Lake Forest Park (“City”) would become a Partner City in the north King County sub-region to better coordinate and fund efforts to address homelessness in the sub-region; and services for those experiencing homelessness in the subregion would be provided through KCRHA.

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

Section 1. INTERLOCAL AGREEMENT. The Mayor is hereby authorized to sign the Agreement For Homeless Services “Agreement”)with the King County Regional Homelessness Authority, attached hereto as Exhibit A, after the City and the KCRHA execute a Memorandum Of Agreement that provides the terms for the allocation and expenditure of the City’s funds under the Agreement.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Matt McLean  
City Clerk

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

AGREEMENT FOR HOMELESS SERVICES

THIS AGREEMENT FOR HOMELESS SERVICES (this “Agreement”) is effective as of January 1, 2023 (the “Effective Date”) and is among the Cities of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, Washington, each a municipal corporation (each, a “Partner City” and together “Partner Cities”), and the KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (the “Authority”), an independent governmental administrative agency formed pursuant to RCW 39.34.030(3). The Partner Cities and the Authority are referred to herein individually as a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Authority was formed pursuant to the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (the “Authority Interlocal Agreement”) by The City of Seattle and King County as an independent governmental agency pursuant to chapter 39.34 RCW in order to coordinate the provision of services within an equitable operational framework to individuals and families experiencing homelessness or at imminent risk of experiencing homelessness in King County; and

WHEREAS, homelessness is a regional crisis requiring local governments, nonprofits, partners and stakeholders to work together through cooperative action; and

WHEREAS, pursuant to the Interlocal Agreement, the Authority may enter into contracts with one or more Subscribing Agencies (as defined in the Interlocal Agreement) for the provision of Homeless Services (as defined in the Interlocal Agreement) subject to the conditions set forth therein; and

WHEREAS, the Parties now desire to coordinate efforts to address homelessness in the north King County sub-region where the Partner Cities are located pursuant to the terms of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I  
DEFINITIONS

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement, a copy of which is attached hereto as Exhibit C:

“**Agreement**” means this Agreement between the Partner Cities and the Authority for Homeless Services to be provided by the Authority, as it may be amended from time to time.

“**Authority**” means the King County Regional Homelessness Authority formed by The City of Seattle and King County as a separate governmental administrative agency pursuant to the Interlocal Agreement and RCW 39.34.030(3).

“**Customers**” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“**Effective Date**” means the date this Agreement becomes effective between the Parties, which is identified above.

“**Homeless Services**” or “**Services**” means shelters, day centers, hygiene facilities, housing, and related services to assist Customers to be provided by the Authority under the terms of this Agreement, as set forth in Exhibit A.

“**Initial Term**” means the initial four year term of this Agreement, as identified in Article II, Section 2.

“**Interlocal Agreement**” means the agreement between The City of Seattle and King County establishing the King County Regional Homelessness Authority, dated December 16, 2019, as it may be amended from time to time, and incorporated herein as Exhibit C.

“**North King County Sub-Region**” consists of the cities of Shoreline, Lake Forest Park, Kenmore, Bothell, Woodinville, the jurisdictional boundaries of any Partner City added to this Agreement, and adjacent unincorporated areas of King County.

“**RCW**” means the Revised Code of Washington.

“**Resources**” means those funds, in kind services or other consideration provided by an entity, including a Partner City, to support the operation of the Authority or the provision of Homeless Services. The Resources to be provided by each Partner City under the term of this Agreement as consideration for the Services to be delivered hereunder are included in Exhibit B.

“**State**” means the State of Washington.

**ARTICLE II**  
**PURPOSE; TERM**

**Section 1. Purpose.** The purpose of this Agreement is to set forth the terms related to the Services to be provided by the Authority to customers in the jurisdictional boundaries of the Partner Cities, and the terms and conditions of each Partner City’s funding and/or other Resources in exchange for such Services.

**Section 2. Term.** This Agreement shall begin on the Effective Date and end four years from the Effective Date (December 31, 2026) (the “Initial Term”), unless terminated earlier



or extended as provided herein. After the Initial Term, this Agreement shall automatically renew each December 31 for one-year extensions, unless terminated earlier or extended as provided herein.

ARTICLE III  
AUTHORITY RESPONSIBILITIES

**Section 1. Authority’s Responsibilities.** Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of the, the Partner Cities in support of its mission to significantly decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in Exhibit A (the “Services”) and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

**Section 2. Notice Affecting Performance.** The Authority shall promptly notify the Partner Cities in writing of any matters that could adversely affect the Authority’s ability or eligibility to continue to perform services under this Agreement.

ARTICLE IV  
PARTNER CITY RESPONSIBILITIES

**Section 1. Consideration and Resources.** In consideration of the Authority’s commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority. Such Resources shall be as set forth in Exhibit B attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

**Section 2. Requirements Applicable to Funds.** The Resources granted to the Authority under this Agreement may consist of a combination of Partner City, State, local and/or federal funding, and the Authority agrees to comply with the requirements applicable to each source of funds.

ARTICLE V  
DOCUMENTATION OF COSTS; RECORDS; REPORTING

**Section 1. Documentation of Costs.** The Authority shall document all costs incurred in providing Services under this Agreement with properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation evidencing in sufficient detail the nature and reasonableness of such costs. All payroll and financial records pertaining to any third-party contracts funded by a Partner City shall be clearly identified and readily accessible for review by the Partner City.

**Section 2. Maintenance of Records.** The Authority shall maintain accounts and records, including personnel, property, financial, and programmatic records, records of the Services provided under this Agreement, and other such records deemed necessary by the Partner Cities to ensure proper accounting for all Partner City funds, to ensure and compliance with this Agreement. Such records shall be retained as required by the Preservation and Destruction of Public Records Act, chapter 40.14 RCW, for a period of at least six years from the expiration of the Term of this Agreement; provided, however, that for any records and documents that are the subject of audit findings, those records shall be maintained for either (a) six years following expiration of this Agreement or (b) until the audit findings are resolved, whichever is longer.

**Section 3. Reporting.** During the term of this Agreement, the Authority shall provide an annual report to each Partner City (which shall include a presentation to the Partner City’s city council and, upon request, a written report from the Authority). Such report shall include information and data specific to the North King County Sub-Region from \_\_\_\_\_ (“HMIS”), north King County planning activities of the Authority and partner agencies, and progress on funding administration and outcomes. Additional reporting and city council briefings are available by request.

**ARTICLE VI**  
**COMPLIANCE WITH LAW**

**Section 1. General Requirement.** The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; and the Interlocal Agreement, when carrying out the terms of this Agreement.

**Section 2. Inventory and Property.** Any property, equipment and furnishings for the operations of the Authority shall be acquired by the Authority as provided by law, including any applicable federal laws. If a Partner City furnishes property, equipment or furnishings for the Authority’s use, title to the same shall remain with the Partner City unless that property, equipment or furnishings is acquired by the Authority.

**ARTICLE VII**  
**INDEMNIFICATION AND INSURANCE**

**Section 1. Indemnification.** To the maximum extent permitted by law, each Party shall hold harmless, defend, and indemnify the other Parties, their elected officials, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney’s fees) that result from or arise out of the negligent or intentional acts or omissions of such indemnifying Party, its elected officials, officers, employees, agents, contractors and volunteers in connection with or incidental to the performance or non-performance of such Party’s services, duties, and obligations under this Agreement.

In the event that the negligent or intentional acts or omissions of the officials, officers, agents, employees, and/or volunteers of two or more Parties in connection with or incidental to the performance or non-performance of the such Party’s respective services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, each such Party shall be liable for its proportionate concurrent actions or omissions in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney’s fees.

Nothing contained in this Agreement shall be construed to create a right in any third party to indemnification or defense.

Each Party waives, as to each other only, their immunity from suit under Washington’s Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide each other with a full and complete indemnity from any claims made by the other Party’s employees. This waiver of immunity was mutually negotiated by the Parties hereto.

**Section 2. Mandatory Disclaimer.** The Authority is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

**Section 3. Insurance.** The Authority and each Partner City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

ARTICLE VIII  
WITHDRAWAL AND TERMINATION

**Section 1. Withdrawal.** Any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30, 2024 to the Authority and the other Parties. The effective date of any withdrawal shall be no earlier than December 31, 2024. Thereafter, any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30 in any year to the Authority and the other Parties. The effective date of any such withdrawal shall be no earlier than December 31 in the same calendar year.

**Section 2. Suspension, Modification and Termination.** This Agreement may be terminated in accordance with this Section.

- a. Loss of Funding. In the event any federal, State or local funds allocated to or by

a Partner City for Services contracted for under this Agreement are or become unavailable, the Partner City will suspend without recourse the Authority’s obligation to render the related Services under this Agreement and the Partner City’s obligation to pay for such Services, by providing 90 days prior written notice to the Authority as provided herein, specifying the effective period of such suspension, or by modifying the applicable Exhibits to this Agreement to reflect such loss of funding and corresponding modification to Services to be provided.

b. Termination of Interlocal Agreement. In the event The City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement. Upon notification of intent to terminate, the Authority will notify the Parties of termination of this agreement within 10 days.

**Section 2. Effect of Termination, Expiration or Withdrawal.**

a. Return of Unused Funds. Upon termination or expiration of this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to each Partner City. Upon withdrawal of a Partner City to this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to such Partner City. Costs incurred by the Authority for provision of Services prior to the date of termination, expiration or withdrawal shall be considered used funds for purposes of this subsection.

b. Coordination of Contracts. Upon termination, expiration or withdrawal of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. The Authority shall include in all contracts for Homeless Services under this Agreement terms that are in accord with this section, including but no limited to the ability to assign such contracts to the Partner City. No more than 60 days after notice of termination of the Interlocal Agreement between The City of Seattle and King County, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

c. Notification to Contract Holders. Upon notice of termination, expiration or withdrawal, the Authority shall promptly notify the Contract Holders of such termination, expiration or withdrawal, and of the intended assignment of the Contract Holder’s contract to the Partner City or intended contract termination date.

**ARTICLE IX  
MISCELLANEOUS**

**Section 1. Notice to the Parties.** Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or

electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to [\_\_\_\_\_]:  
  
[Notice Address]

If to [\_\_\_\_\_]:  
  
[Notice Address]

If to the Authority:  
  
King County Regional Homelessness Authority  
Attn: Marc Dones  
400 Yesler Way, Ste. 600  
Seattle, Washington 98004  
Email: marc@kcrha.org

Each Party may update its notice information by providing written notice to the other Party.

**Section 2. Representatives.** The individuals listed above are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties.

**Section 3. Amendments to Agreement.** No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and executed by duly authorized agents of each Party. The Parties acknowledge that amendments to this Agreement may be necessary to ensure the provision of services by the Authority aligns with the principles set forth in the Interlocal Agreement.

**Section 4. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State. Venue for any action brought under this Agreement shall be in the Superior Court for King County.

**Section 5. Contractual Relationship.** The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any

express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever.

This Agreement is to facilitate the provision of Services. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

**Section 6. Integration.** This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

**Section 7. Severability.** In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

**Section 8. No Third-Party Beneficiary Rights.** The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

**Section 9. Waiver.** No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Neither the acceptance by a Partner City of any performance by the Authority after the time the same shall have become due nor payment to the Authority shall constitute a waiver by the Partner City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Partner City in writing.

**Section 10. Assignment.** This Agreement may not be transferred or assigned by the Parties without the prior written consent of the other Parties, which may be withheld in such Party's sole discretion.

**Section 11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

**Section 12. Negotiated Agreement.** The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement.

**Section 13. Conflict with Interlocal Agreement.** In the event of a conflict between this Agreement and the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.

**Section 14. Additional Parties.** Municipalities, local governments and public agencies within the region in which the other Parties are located may become a Party to this Agreement on execution of an addendum or amendment to this Agreement; provided, however, such new Party shall provide Resources to the Authority as consideration for the Services to be delivered hereunder.

.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A SERVICES

As the single regional entity responsible for coordinating the homelessness response within King County, the Authority shall seek to significantly decrease the incidence of homelessness throughout King County in accordance with the guiding principles established by Article IV, Section 3 of the Interlocal Agreement. To achieve this mission, the Authority shall support, create, and implement solutions to homelessness in the boundaries of the Partner Cities by providing leadership, advocacy, planning and management of program funding.

Services to be provided by the Authority to the Partner Cities shall include:

- For the 2023-24 budget cycle, the funding awards made by Partner Cities' respective city councils will be honored and maintained in amounts as described in Exhibit B; beginning January 1, 2023, the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- For the following years, funding decisions will be made by the Authority in alignment with sub-regional planning activities to ensure residents in all Partner Cities have access to homelessness services if needed.
- All funding contributed by Partner Cities pursuant to this Agreement shall be distributed by the Authority for the provision of Services. The Authority shall not retain any portion of those funds as fee for administering its responsibilities under this Agreement.
- Allowable expenditures
  - In furtherance of maintaining investment in the North King County Sub-Region, all dollars pooled within the North King County Sub-Region under the terms of this Agreement shall only be utilized for Services provided at a physical location within the North King County sub-region or have been determined to be a program acceptable to the Partner Cities that is serving North King County Sub-region residents.

## EXHIBIT B

### FUNDING AND PAYMENT/RESOURCES

The Partner Cities agree to provide Resources to the Authority in exchange for Homeless Services under the terms of this Agreement. Throughout this Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its budget for consideration by its city council for approval.

For the 2023 - 2024 budget cycle:

- Partner Cities that have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle will maintain their investment amount.
- Partner Cities that have historically not funded homelessness response organizations shall allocate funding based on the average per-capita investment (calculated as a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue) from the Partner Cities that have funded homelessness response.

For 2025 - 2026 budget cycle:

- Each Partner City shall provide a funding allocation reserved for the Authority at a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue with opportunity for its city council to allocate additional funding to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and sub-regional planning efforts to make informed recommendations based on needs of north King County residents.

**This Agreement does not preclude any Partner City from allocating funding for homeless services separate and apart from this Agreement. If a Partner City decides to allocate such funding, the Partner City shall ~~first~~ consult with the Authority so as to align~~ment~~ the provision of these services with the Authority's North King County Sub-Region planning. Provided, that the allocation of funding is at the sole discretion of the Partner City and the Authority's consent or agreement is not required ~~for before~~such an allocation ~~to~~may be made.**

**EXHIBIT C**  
**INTERLOCAL AGREEMENT**

**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF THE  
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY  
BETWEEN KING COUNTY AND THE CITY OF SEATTLE  
PURSUANT TO RCW 39.34.030**

**Dated December 11, 2019**

| TABLE OF CONTENTS |                                                                                              | Page |
|-------------------|----------------------------------------------------------------------------------------------|------|
| ARTICLE I         | DEFINITIONS .....                                                                            | 1    |
| ARTICLE II        | AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY .....                              | 4    |
|                   | Section 1. King County Regional Homelessness Authority .....                                 | 4    |
| ARTICLE III       | DURATION OF AUTHORITY .....                                                                  | 4    |
|                   | Section 1. Duration .....                                                                    | 4    |
|                   | Section 2. Withdrawal.....                                                                   | 5    |
|                   | Section 3. Termination.....                                                                  | 5    |
| ARTICLE IV        | PURPOSE, MISSION, AND GUIDING PRINCIPLES OF AUTHORITY .....                                  | 5    |
|                   | Section 1. Purpose.....                                                                      | 5    |
|                   | Section 2. Mission.....                                                                      | 5    |
|                   | Section 3. Guiding Principles.....                                                           | 5    |
|                   | Section 4. Initial Start-Up; Scope of Work .....                                             | 7    |
| ARTICLE V         | POWERS OF AUTHORITY .....                                                                    | 7    |
|                   | Section 1. Powers.....                                                                       | 7    |
| ARTICLE VI        | LIMITS ON AUTHORITY POWERS .....                                                             | 9    |
|                   | Section 1. Limits on Authority Powers.....                                                   | 9    |
|                   | Section 2. Limitation on Liability .....                                                     | 11   |
|                   | Section 3. Mandatory Disclaimer.....                                                         | 11   |
| ARTICLE VII       | BUDGETING AND CONTRACTING .....                                                              | 12   |
|                   | Section 1. Provision of Funds .....                                                          | 12   |
|                   | Section 2. Information Required for Oversight of the Authority.....                          | 14   |
|                   | Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services ..... | 14   |
| ARTICLE VIII      | ORGANIZATION OF AUTHORITY .....                                                              | 15   |
|                   | Section 1. Governing Committee.....                                                          | 15   |
|                   | Section 2. Implementation Board.....                                                         | 17   |
|                   | Section 3. Right to Indemnification .....                                                    | 23   |
|                   | Section 4. Conduct; Code of Ethics .....                                                     | 25   |

Interlocal Agreement Table of Contents - i

|            |                                                            |    |
|------------|------------------------------------------------------------|----|
| ARTICLE IX | OFFICERS OF AUTHORITY; STAFFING.....                       | 26 |
|            | Section 1. Implementation Board Officers .....             | 26 |
|            | Section 2. Duties of Officers.....                         | 27 |
|            | Section 3. Incapacity of Officers.....                     | 27 |
|            | Section 4. Advisory Committee; Committees.....             | 27 |
|            | Section 5. Chief Executive Officer .....                   | 27 |
|            | Section 6. Office of the Ombuds.....                       | 29 |
| ARTICLE X  | MEETINGS OF THE AUTHORITY.....                             | 30 |
|            | Section 1. Time and Place of Meetings.....                 | 30 |
|            | Section 2. Notice of Regular Meetings .....                | 30 |
|            | Section 3. Notice of Special Meetings .....                | 31 |
|            | Section 4. Waiver of Notice.....                           | 31 |
|            | Section 5. Agendas.....                                    | 31 |
|            | Section 6. Open Public Meetings.....                       | 31 |
|            | Section 7. Telephonic Participation .....                  | 31 |
|            | Section 8. Parliamentary Authority.....                    | 32 |
|            | Section 9. Minutes.....                                    | 32 |
|            | Section 10. First Meeting of the Governing Committee.....  | 32 |
|            | Section 11. First Meeting of the Implementation Board..... | 32 |
| ARTICLE XI | MISCELLANEOUS.....                                         | 32 |
|            | Section 1. Geographic Limitation .....                     | 32 |
|            | Section 2. Safeguarding of Funds .....                     | 32 |
|            | Section 3. Public Records .....                            | 33 |
|            | Section 4. Reports and Information; Audits.....            | 33 |
|            | Section 5. Performance Audit .....                         | 33 |
|            | Section 6. Amendments to Agreement .....                   | 33 |
|            | Section 7. Nondiscrimination.....                          | 33 |
|            | Section 8. Labor Disputes .....                            | 34 |
|            | Section 9. Inventory and Property.....                     | 34 |
|            | Section 10. Interlocal Cooperation Act.....                | 34 |
|            | Section 11. Notice to the Parties .....                    | 34 |
|            | Section 12. Additional Provisions.....                     | 35 |

Interlocal Agreement Table of Contents - ii

**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT  
OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

**RECITALS:**

WHEREAS, the federal and state government, King County (the “County”) and jurisdictions across the County, including the City of Seattle (“Seattle”), currently fund programs to provide services to individuals and families experiencing homelessness, but homelessness and housing insecurity remain a chronic and serious problem; and

WHEREAS, the County and Seattle have entered into a Memorandum of Understanding dated May 3, 2018, proposing a partnership to more effectively and consistently coordinate their provision of such services; and

WHEREAS, cities and counties are authorized to enter into interlocal cooperation agreements in accordance with chapter 39.34 RCW (the “Interlocal Cooperation Act”) to jointly provide services; and

WHEREAS, Seattle and the County have determined that a joint and cooperative undertaking to coordinate services within an equitable operational framework centering on people with lived experience of homelessness will enable and facilitate joint planning, program funding and establishing standards for and accountability of programs, and thereby improving the delivery of services and enhancing outcomes for those receiving such services; and

WHEREAS, Seattle and the County have committed to assessing the needs and specific recommendations for homelessness solutions through a Regional Action Plan; and

WHEREAS, people of color have been, and continue to be, overrepresented among those who struggle with homelessness and housing instability and, in order to successfully address homelessness, Seattle and the County seek to address the racial disparities among those experiencing it; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement for the purpose of facilitating the formation, administration, and operation of an independent governmental agency (as further defined herein as the “Authority”);

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

**ARTICLE I**

**DEFINITIONS**

As used herein the following capitalized terms shall have the following meanings. Terms not otherwise defined herein shall have their dictionary meaning.



“Advisory Committee” means the committee recognized by the Implementation Board serving as the Continuum of Care Board created by the Continuum of Care pursuant to 24 CFR Part 578 or its successor regulation to serve in an advisory capacity to the Implementation Board as set forth herein.

“Agreement” means this Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority, as it may be amended from time to time.

“Authority” means the King County Regional Homelessness Authority formed by the Parties as a separate governmental administrative agency pursuant to RCW 39.34.030(3).

“Bylaws” mean the Bylaws of the Governing Committee and the Implementation Board, respectively, and as they may be amended from time to time.

“Chief Executive Officer” means the Chief Executive Officer or similar office recommended by the Implementation Board and confirmed by the Governing Committee as provided herein.

“Contract Holder” means an entity with which the Authority contracts to perform a Homeless Service or other work.

“County” means King County, a municipal corporation and a home rule charter county organized under the laws of the State of Washington.

“County Council” means the legislative authority of the County.

“County Executive” means the King County Executive.

“Customers” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“Effective Date” means the date that this Agreement becomes effective between the County and Seattle, which shall be the date of the last signature of a Party.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, endorsed by the Implementation Board and approved by the Governing Committee. The Five-Year Plan shall incorporate requirements of the Master Agreements from Parties, and requirements of the Funders, and may be informed by the Regional Action Plan, if any, to guide the Authority’s operations. The Five-Year Plan shall incorporate principles of equity and social justice and shall identify strategies to reduce homelessness in at least the following populations: youth and young adults, families, veterans, single adults, seniors, and those experiencing acute behavioral health challenges.

“Funder” means a person or entity that provides Resources to the Authority to be used in the furtherance of the Authority’s purposes and mission.

"Goals, Policies, and Plans" means major strategic planning documents that guide the Authority's operations, including but not limited to the Five-Year Plan.

"Governing Committee" means the oversight committee established pursuant to this Agreement and that shall serve as the administrator for the Authority.

"Governing Committee Members" or "Members of the Governing Committee" shall mean members of the Governing Committee.

"Homeless Services" means shelter, day centers, hygiene facilities, housing, and related services to assist Customers.

"Homelessness Services Provider" means an entity that provides Homeless Services to Customers but not pursuant to a contract with the Authority.

"Implementation Board" means the body responsible for advising the Governing Committee, pursuant to this Interlocal Agreement.

"Implementation Board Members" or "Members of the Implementation Board" shall mean members of the Implementation Board.

"Interlocal Cooperation Act" means chapter 39.34 RCW as the same now exists or may hereafter be amended, or any successor act or acts.

"Lived Experience" means current or past experience of housing instability or homelessness, including individuals who have accessed or sought homeless services while fleeing domestic violence and other unsafe situations.

"Marginalized Demographic Populations" means groups or communities affected by structural racism, ableism, homophobia, transphobia, misogyny or other sources of inequities and disproportionately experiencing or at imminent risk of experiencing homelessness.

"Master Agreement" means the contract between the Authority and a Party that memorializes the services the Authority will provide in exchange for the Party's funding of the Authority or other consideration.

"Party" or "Party to this Agreement" means the County and Seattle. "Parties" means more than one Party.

"RCW" means the Revised Code of Washington.

"Resources" means those monies, employee time and facility space provided by an entity, either through contract or donation to support the operation of the Authority or the operation of Homeless Services.

“Regional Action Plan” or “RAP” means the plan created by the community to identify regional resource needs and guide decision-making goals to end homelessness. The initial RAP was prepared in 2020 through community discussions led by the Corporation for Supportive Housing. The RAP is intended to guide decision-making for the region, and not just be a plan that may inform the work of the Authority, and is necessarily much broader in scope than the Authority’s Five-Year Plan.

“SCA” means the Sound Cities Association or successor interest.

“Seattle” means the City of Seattle, a municipal corporation and first-class home rule city organized under the laws of the State of Washington.

“Seattle City Council” means the legislative authority of the Seattle.

“Seattle Mayor” means the Mayor of Seattle.

“State” means the State of Washington.

“Sub-Regional Planning Activity” means efforts to analyze and articulate local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County.

"Subscribing Agencies" means governmental entities, including but not limited to the State, counties other than King County, cities other than Seattle and housing authorities that contract, pursuant to the terms of this Agreement, with the Authority for the Authority’s services.

## ARTICLE II

### AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

#### **Section 1. King County Regional Homelessness Authority.**

In accordance with RCW 39.34.030, this Agreement is entered into by and between Seattle and the County to establish a separate governmental administrative agency to accomplish the purpose and mission set forth herein and as this Agreement may be amended from time to time. The name of such separate governmental administrative agency shall be the "King County Regional Homelessness Authority" (the "Authority").

## ARTICLE III

### DURATION OF AUTHORITY

**Section 1. Duration.** Except as provided in Section 3 of this Article III, the initial duration of this Agreement shall be five (5) years from its Effective Date, with an automatic renewal starting in the sixth year for an indefinite period or until terminated by the Parties.

**Section 2. Withdrawal.** No Party is permitted to unilaterally withdraw until this Agreement has been in force at least five (5) years from the Effective Date; provided however, the Parties may agree to terminate this Agreement within the initial five (5) year period.

**Section 3. Termination.** This Agreement may be terminated by written, mutual agreement of the Parties and only after the legislative authorities of the Parties have authorized the termination by motion or resolution; provided however, the effective date of the termination shall be not less than one (1) year from the later date that the County's motion and Seattle's resolution has been delivered to the Authority. The Parties shall jointly undertake with the dissolution of the Authority to protect the public interest and prevent impairment of obligation, or if authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

## ARTICLE IV

### PURPOSE, MISSION AND GUIDING PRINCIPLES OF THE AUTHORITY

**Section 1. Purpose.** The Authority is a regional, independent governmental agency under RCW 39.34.030, the purposes of which are:

**a.** Providing consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in the jurisdictional boundaries of King County, as such services may be revised or expanded from time to time consistent with the Five-Year Plan or successor planning document and principles set forth in this Agreement;

**b.** Receiving revenues from the County, Seattle, Funders and other public and private sources for the purposes of the Authority, and applying such revenues as permitted by this Agreement; and

**c.** Providing such other services as determined to be necessary to implement this Agreement.

**Section 2. Mission.** The mission of the Authority is to significantly decrease the incidence of homelessness throughout King County, using equity and social justice principles.

**Section 3. Guiding Principles.** The parties hereto agree that the establishment of the Authority is necessary to consolidate homelessness response systems under one regional entity which acts according to the following principles as may be amended by the Governing Committee from time to time:

(i) The Authority shall establish ongoing procedures, policies and mechanisms to ensure accountability to its Customers, its contract agencies, its funders, and the public.

(ii) The Authority shall be accountable in its decision-making processes and strategic planning to its Customers' experiences and to persons with Lived Experience.

(iii) The Authority shall address racial-ethnic and other statistical disproportionalities amongst the population of people experiencing homelessness, including addressing racial-ethnic inequities in the development, delivery, and evaluation of services in the homeless service system. The Authority shall proactively seek to eliminate disproportionalities in the population experiencing homelessness and outcomes for people experiencing homelessness by directly addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities.

(iv) The Authority shall establish clear protocols for decision making that are easily understood by community members, Customers, and other stakeholders. These protocols shall have a clear process for Customer and provider input.

(v) The Authority shall make data-driven decisions and develop policies and practices to incorporate best practices and quantitative and qualitative data in the development of policies, programs, and funding decisions. It shall collect and analyze a broad array of data reflecting the performance and impact of its funded programs. The Authority shall collect and analyze data that enables tailored approaches for communities disproportionately impacted by the experience of homelessness and different sub-regions within King County. The Authority shall establish community-informed indicators, performance measures, and outcomes that draw on both quantitative and qualitative data.

(vi) The Authority shall, where possible and as revenue and budgeting allows, implement and support contracting processes and provider staff pay structures that promote high quality services, service system professionalization, and reduction of undue provider staff turnover.

(vii) The Authority shall create long-term institutional alignment across systems to meet the needs of people at imminent risk of becoming homeless and those experiencing homelessness. The Authority shall adopt an evidence-based, housing first orientation and shall inform and support regional efforts to increase development of new 0 – 30% AMI housing and preserve existing affordable housing, with a priority for permanent supportive housing.

(viii) The Authority shall value distinctions in local context, needs and priorities through effective Sub-Regional Planning Activity. The Authority shall provide capacity to work with stakeholders from geographically diverse parts of the region to analyze, identify, and

implement priority services distinct to those sub-regions. Sub-regions shall be defined by the Authority, taking into consideration established sub-regional definitions including the spheres of influence for A Regional Coalition for Housing (ARCH) and the South King Housing and Homeless Partners (SKHHP) as well as any established County guidance.

#### **Section 4. Initial Start-Up; Scope of Work**

In addition to carrying out the terms of this Agreement and complying with the terms of Master Agreements that provide funding to the Authority, the Authority will, among other things:

a. Develop, within six months of the first Implementation Board meeting, an initial work plan that describes an organizational structure, a plan for initial implementation of contracted Homeless Services on behalf of the County and Seattle under the terms of their respective Master Agreements, and a description of goals and activities that the Authority will undertake until approval of its first Five-Year Plan. Such work plan will be recommended by the Implementation Board and approved by the Governing Committee.

b. Within the first 18 months of operations, the Authority shall work with current and former Customers and other stakeholders to develop a Five-Year Plan. The Authority's Five-Year Plan may be informed by the Regional Action Plan. The Five-Year Plan shall be recommended by the Implementation Board, approved by the Governing Committee and periodically updated as provided herein. The Five-Year Plan shall:

- (i) include a theory of change;
- (ii) include specific, measurable actions, outcomes and goals, informed by the Regional Action Plan, that the Authority will take and track progress toward; and
- (iii) provide for Sub-Regional Planning Activities to be developed with input from the Governing Committee, Advisory Committee and the Sound Cities Association.

c. Develop processes for procurement of services addressing homelessness.

d. Develop form contracts with Homelessness Service Providers with consistent terms, conditions and performance evaluation criteria.

e. Develop consistent standards for the comprehensive data collection, monitoring, and evaluation of systems and program performance.

f. Support continuous improvement of key system interventions (such as emergency services and homeless housing) and evaluate community impact, including community engagement, Customer engagement, and continuum of care compliance, and support an Office of the Ombuds.

## ARTICLE V

### POWERS OF AUTHORITY

**Section 1. Powers.** Except as otherwise limited by Washington State law, the Authority shall have all powers, privileges or authority that may be exercised or capable of exercise by both the County and Seattle necessary or convenient to effect the purposes for which the Authority is established and to perform authorized Authority functions, including without limitation the power to:

- a.** Own, lease, acquire, dispose of, exchange and sell real and personal property;
- b.** Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any Additional Party, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
- c.** Provide for, carry out, and implement the provisions of this Agreement;
- d.** Sue and be sued in its name;
- e.** Lend its monies, property, credit or services, or borrow money;
- f.** Do anything a natural person may do;
- g.** Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, County or Seattle ordinance, County motion or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;
- h.** Transfer any funds, real or personal property, property interests, or services, with or without consideration;
- i.** Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
- j.** Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

- k.** Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;
- l.** Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
- m.** Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- n.** Initiate, carry out, and complete such capital improvements of benefit to the public consistent with this Agreement;
- o.** Recommend to the United States, a state, and any political subdivision or agency of any of them, such security measures as the Authority may deem appropriate to maximize the public interest in the County;
- p.** Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- q.** Control the use and disposition of corporate property, assets, and credit;
- r.** Invest and reinvest its monies;
- s.** Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- t.** Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and this Agreement;
- u.** Carry on its operations, and use its property as allowed by law and consistent with this Agreement; designate agents, and hire employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice; and
- v.** Exercise and enjoy such additional powers as may be authorized by law, except as may be expressly limited by the terms of this Agreement.



## ARTICLE VI

### LIMITS ON AUTHORITY POWERS

**Section 1. Limits on Authority Powers.** The Authority in all activities and transactions shall be limited in the following respects:

- a.** The Authority shall have no power to issue debt or to levy taxes.
- b.** The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, Resources, or credit of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.
- c.** No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives and staff of the Authority to communicate with governmental entities and members of Congress of the United States or any state legislature or any governing body of any political entity concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in this Agreement.
- d.** All revenues, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Agreement. No part of the revenues, assets or credit of the Authority shall inure to the benefit of, or be distributable as such to, Implementation Board Members, Governing Committee Members, members of the Advisory Committee or other committees, officers or other private persons, except that the Authority is authorized and empowered to:
  - (i)** Provide a per diem to Implementation Board Members and Governing Committee Members who have experienced homelessness. Reimburse Governing Committee Members, Implementation Board Members, members of the Advisory Committee or other committee, and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
  - (ii)** Assist Implementation Board Members, Governing Committee Members, members of the Advisory Committee or other committee, or employees as members of a general class of persons who receive services provided by or through the Authority as long as no special privileges or treatment accrues to such Implementation Board Members, Governing Committee Members, members of the

Advisory Committee or other committee or employees by reason of their status or position in the Authority;

(iii). To the extent permitted by law, defend and indemnify any current or former Implementation Board Members, Governing Committee Members or employees as provided herein;

(iv) Purchase insurance to protect and hold personally harmless any current or former Implementation Board Members, Governing Committee Members or employee and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Implementation Board Members, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this Section 1.d. of Article VI shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

(v) Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities, and such gain shall be applied to providing Homeless Services, and as long as no Party is charged more than its total annual or biennial allocation as provided in this Agreement.

e. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Implementation Board Members, Governing Committee Members or employees or otherwise engage in business for private gain.

## **Section 2. Limitation on Liability.**

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the County, Seattle, Funders or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by the County, Seattle, Funders or such entity or agency.

## **Section 3. Mandatory Disclaimer.**

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority's principal and other offices. It shall also be printed or stamped on all contracts and other documents that may entail any debt or liability by the Authority. Failure to display, print or stamp the statement required by this Section 3 of Article VI shall not be taken as creating any liability for any entity other than the Authority.

The King County Regional Homelessness Authority (the “Authority”) is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

## ARTICLE VII BUDGETING AND CONTRACTING

### Section 1. Provision of Funds.

(a) The Authority shall annually submit a proposed budget request to each of the Parties, consistent with the budget approved by the Governing Committee. Requests shall be made by the Authority to the Parties at the time and in the form as determined to be necessary to comply with the fiscal and budget cycles of the individual Party and that is consistent with the Resources provided by the Parties. Each Party shall review the proposed budget request and strive to allocate monies to the Authority consistent with the budget request and overall Five-Year Plan or successor planning documents; provided, that the County’s allocation shall be made biennially. The Authority’s proposed budget request for the County for the second year of the biennium shall describe the reason for any requested adjustments to the County’s budget appropriation for the biennium. Parties shall provide monies to the Authority subject to the terms of each Party’s Master Agreement.

(b) It is Seattle’s intent to provide the same funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses. In 2019 that amount is approximately \$73,000,000. In accordance with the foregoing, Seattle anticipates providing the following to the Authority, in all cases subject to annual budget appropriations:

1. Initial, start-up funding of no more than \$2,000,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority’s expected first year of operation. In the event that the Authority determines that a portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the administrative costs of the Authority so as not to reduce the level of Homeless Services provided in 2020 and subsequent years, the Authority may request additional funding from Seattle in an amount that demonstrates a shared investment in ongoing administrative costs between King County and Seattle; and

2. Except as otherwise provided in Section 1(h) of this Article VII, program and administrative funding of no less than \$73,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years,

and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority.

(c) It is the County's intent to provide the same funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses. In 2019 that amount is approximately \$55,000,000. In accordance with the foregoing, the County anticipates providing the following to the Authority, in all cases subject to budget appropriations:

1. Initial, start-up funding of no more than \$1,755,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority's expected first year of operation. In the event that the Authority determines that a portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the administrative costs of the Authority so as not to reduce the level of Homeless Services provided in 2020 and subsequent years, the Authority may request additional funding from King County in an amount that demonstrates a shared investment in ongoing administrative costs between King County and Seattle; and

2. Except as otherwise provided in Section 1(h) of this Article VII, program and administrative funding of no less than \$55,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years, and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority; provided, that such administrative funding shall include the cost of the space contributed by the County described in Section 1(d) of this Article VII.

(d) The County agrees to make facilities available to the Authority for Authority operations. The County's funding to the Authority in Section 1(c) of this Article VII shall include the value of County space contributed by the County to the Authority. The County's funding in Section 1(c) of this Article VII shall be reduced to the extent the County directly pays for programs and administration during a transition period. Seattle's funding in Section 1(b) of this Article VII shall be reduced to the extent Seattle directly pays for programs and administration during a transition period.

(e) The Parties will enter into separate Master Agreements with the Authority setting forth each Party's respective processes to provide Resources or other consideration to the Authority pursuant to the terms and conditions set forth herein and in the Party's Master Agreement with the Authority. The Parties will collaborate so that, to the extent possible, their Master Agreements have similar and consistent terms, conditions and requirements so as to reduce inefficiencies and avoid any conflicting requirements for the Authority. The terms of the Master Agreements shall be consistent with this Agreement; in the event of a conflict between a Master Agreement and this Agreement, the terms of this Agreement shall prevail.

(f) The Parties will use best efforts to coordinate the development of their respective Master Agreements to ensure consistency and that the Authority will be provided adequate Resources to optimize the provision of services with appropriate accountability.

(g) If the Authority applies for and receives monies which had, in prior years, been accredited to either Seattle or King County, then: (1) in future years, the amount of such monies shall be credited towards the allocations as defined in Section 1.b.2 and Section 1.c.2 of this Article VII, respectively, and (2) the Authority shall give first priority to providing services to those persons who were previously served by such monies.

(h) Seattle or the County may reduce their expected funding, set forth in Sections 1.b.2 and 1.c.2 of this Article VII respectively, commensurate with reductions or eliminations of funding available for homelessness programs or services, by providing written notice to the Authority and executing a unilateral amendment to the affected Party's Master Agreement.

(i) The Authority shall comply with all federal, State, Seattle and County statutory and legal requirements, as applicable, in respect to all grant funds contributed by each Party.

(j) The Authority shall be subject to annual audit by the State Auditor, and by Seattle and County at the option of each.

**Section 2. Information Required for Oversight of the Authority.** Each of the Master Agreements shall include provisions obligating the Authority to provide the following minimum information to each Party:

(a) An annual operating budget displaying the various sources and uses of Authority revenues, with expenditures aggregated and disaggregated based on source;

(b) Quarterly reporting on expenditures against budget, as well as full transparency into on-going spending provided by access to the Authority's financial systems;

(c) Standards and procedures for the awarding of contracts to service providers, including means to measure outcomes;

(d) Annual reports showing comparative outcomes by service providers and evaluations of contract performance;

(e) A Five-Year Plan for the funding of Homeless Services; and

(f) An annual performance update on the Five-Year Plan or successor planning document.

**Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services.** Nothing herein shall prohibit the Authority from entering into contracts with Subscribing Agencies ("Subscribing Agency Contracts") so long as (i) such contracts are subject to the availability of grant or other funding, (ii) upon request, copies of such contracts be provided to a Party, and (iii)

such Subscribing Agency Contracts do not impair the obligations of the Authority to any Party or any other contractors. In consideration for the Authority providing such Homeless Services to a Subscribing Agency, that Subscribing Agency shall either provide Resources to the Authority or align the Subscribing Agency's provision of related services consistent with the Authority's budget, the Five-Year Plan or successor planning document, and the Authority's Goals, Policies, and Plans as approved by the Governing Committee. The Authority shall fund and provide services across the County regardless of whether a local jurisdiction is a Subscribing Agency to this Agreement.

## ARTICLE VIII

### ORGANIZATION OF AUTHORITY

**Section 1. Governing Committee.** A Governing Committee, comprised of elected officials serving ex officio and individuals representing those with Lived Experience, shall be formed to act as the administrator for the Authority and for the purposes of performing the duties set out in this Agreement. In selecting Members to serve on the Governing Committee, the blocs referenced in Section 1.a. of this Article VIII shall strive to reflect the racial and ethnic makeup of King County residents overall to ensure the inclusion of members of racial and ethnic groups disproportionately experiencing homelessness.

**a. Governing Committee Composition.** The Governing Committee shall be composed of the following members:

- (i) the County Executive and two (2) members of the King County Council. One (1) of the two (2) Councilmembers shall represent a district that is in whole or in part located in Seattle and one (1) shall represent a district outside of Seattle;
- (ii) the Seattle Mayor and two (2) members of the Seattle City Council;
- (iii) three (3) members shall be elected officials from cities or towns other than Seattle; and
- (iv) three (3) members representing individuals with Lived Experience, which members shall be selected by the Advisory Committee, or, if the Advisory Committee has not yet been established, the Continuum of Care Board created pursuant to 24 CFR Part 578 or successor regulation, which shall consider recommendations from the Coalition of Lived Experience or other groups representing individuals with Lived Experience. The Advisory Committee shall prioritize appointing individuals with personal Lived Experience. At least one of the three (3) Members shall represent individuals with Lived Experience in areas outside Seattle.

After selecting its three Governing Committee Members, a bloc referenced above in this Section 1.a. of Article VIII shall notify the other blocs of the names and contact information for that bloc's

selected Members. Notice to the County shall be sent to both the County Executive and the Chair of the County Council. Notice to Seattle shall be sent to both the Seattle Mayor and the president of the Seattle City Council. Notice to SCA shall be sent to the SCA Executive Director. Notice to the members representing individuals with Lived Experience shall be sent to the Advisory Committee or, if the Advisory Committee has not yet been established, the Continuum of Care Board created pursuant to 24 CFR Part 578 or successor regulation. It is the intent of the Parties that selection of members for each bloc referenced above in this Section 1.a. of Article VIII shall occur expeditiously so that the first meeting of the Governing Committee may occur within ninety (90) days of the Effective Date.

**b. Actions Requiring Approval by Resolution and Voting.** A general or particular authorization and concurrence of the Governing Committee by resolution shall be necessary for any of the following transactions and as provided in Section 1.b.(i) and Section 1.b.(iii) of this Article VIII.

Each individual Governing Committee Member shall be a voting member and shall have one vote. A Governing Committee Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

(i) The following actions of the Governing Committee shall require an affirmative vote of a majority of Governing Committee Members present, provided quorum requirements in Section 1.d. of this Article VIII are met:

(1) Remove Implementation Board Members for cause as provided in this Agreement;

(2) Recommend to the County Council and Seattle City Council amendments to this Agreement;

(3) Adopt and amend Bylaws of the Governing Committee;

(4) Confirm Implementation Board Members in accordance with Section 2 of this Article VIII;

(5) Approve for implementation the recommendations of the staffing plan and organization structure described at Section 5.a of Article IX;

(6) Approve performance metrics; and

(7) Change the name of the Authority.

(ii) The following actions shall require an affirmative vote of a two-thirds majority of Governing Committee Members present, provided quorum requirements in Section 1.d. of this Article VIII are met:

- (1) Approve or amend Goals, Policies, and Plans;
- (2) Approve or amend the annual budget recommended by the Implementation Board; and
- (3) Confirm the Chief Executive Officer.

(iii) Removal of the Chief Executive Officer shall require an affirmative vote of nine (9) Members of the Governing Committee.

**c. Organization.** Members of the Governing Committee shall elect a chair from among its Members, who shall serve a two-year term; provided however, that nothing prevents the Governing Committee from appointing co-chairs.

**d. Quorum.** At all meetings of the Governing Committee, a quorum of the Governing Committee must be present in order to do business on any issue. A quorum shall be defined as nine (9) Governing Committee Members selected pursuant to Section 1.f of this Article VIII.

**e. Annual Performance Report.** The Governing Committee shall annually receive an annual performance report prepared by the Authority with input from the Implementation Board.

**f. Term.** The terms of the Seattle Mayor and the County Executive shall be co-terminus with their respective offices. The County Council and Seattle City Council shall determine which of its respective members shall serve on the Governing Committee and such Members shall serve until replaced or until no longer a member of their respective Council. The Governing Committee Members that are city elected officials from outside Seattle are appointed by the SCA and shall serve until replaced or until no longer eligible for appointment. The Governing Committee Members representing individuals with Lived Experience shall serve until replaced by the Advisory Committee.

**g. Consecutive Absences.** Any Governing Committee Member who is absent for three consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the remaining Governing Committee Members, be deemed to have forfeited his or her position as Governing Committee Member and that Member's position shall be vacant.

Forfeiting a Governing Committee Member position pursuant to this Section 1.g. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the forfeited Governing Committee Member position.



**Section 2. Implementation Board.** The operations and management of all Authority affairs shall reside in an Implementation Board. The Implementation Board of the Authority shall be composed of thirteen members. The composition of the Implementation Board shall reflect the racial and ethnic makeup of King County residents overall to ensure the inclusion of members of racial and ethnic groups disproportionately experiencing homelessness.

**a. Board Member Characteristics.** Implementation Board Members shall be appointed so that the Implementation Board as a whole satisfies the representational standards set forth in this Section 2.a of Article VIII.

The Implementation Board shall be comprised of individuals who have connections to or experience with a broad range of stakeholders and communities, including but not limited to: the local business community; neighborhood and community associations; faith/religious groups; and the philanthropic community. A majority of the members of the Implementation Board shall be persons whose combination of identity, personal experience, or professional expertise enables them to credibly represent the perspectives of, and be accountable to, Marginalized Demographic Populations that are statistically disproportionately represented among people experiencing homelessness in King County. The Implementation Board members shall strive to reflect a diversity of geographies in King County.

The Implementation Board shall neither include elected officials nor employees of Seattle, the County or the Authority, nor employees, officials, agents or representatives of current Contract Holders or any entity that is likely to directly benefit from the actions of the Authority (except as set forth in Section 4 of this Article VIII).

**b. Board Member Expertise and Skills.** All Implementation Board Members shall possess substantial and demonstrable expertise, experience and/or skill in one or more of the areas specified in this Section 2.b of Article VIII. Individual members shall be appointed so that each skill and expertise specified in this Section 2.b of Article VIII is represented on the fully seated Implementation Board.

- (i) implementation of policies and practices that promote racial-ethnic equity within an organization of similar size or responsibility to the Authority;
- (ii) fiscal oversight of entities with budgets of similar size to the Authority;
- (iii) direction or oversight of business operations and/or strategy of a large public or private entity or organization;
- (iv) affordable housing finance and/or development;
- (v) physical and/or behavioral health care;
- (vi) labor unions and workforce;

(vii) Federal continuum of care program governance and operations and the ability to represent the perspectives of continuum of care membership;

(viii) provision of services for persons experiencing homelessness or related social services with an emphasis on serving populations that are disproportionately represented amongst those experiencing homelessness;

(ix) academic research on topics related to homelessness and/or data-based performance evaluation;

(x) criminal justice;

(xi) provision of child welfare services;

(xii) provision of youth services; and

(xiii) other characteristics determined to be necessary by the Implementation Board to carry out the purposes of the Authority.

**c. Initial Appointments.** The appointing entities described in Section 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a nominating committee to coordinate and confer on appointments of Implementation Board Members, in order to ensure that each skill and expertise specified in Section 2.b. of this Article VIII is represented on the fully seated Implementation Board. The Implementation Board shall be comprised of thirteen (13) Members appointed, subject to confirmation by the Governing Committee, as follows:

(i) two (2) Members of the Implementation Board shall be appointed by the Seattle Mayor, one to serve a four-year term and one to serve a five-year term;

(ii) two (2) Members of the Implementation Board shall be appointed by the Seattle City Council, one to serve a three-year term and one to serve a four-year term;

(iii) two (2) Members of the Implementation Board shall be appointed by the County Executive, one to serve a three-year term and one to serve a four-year term;

(iv) two (2) Members of the Implementation Board shall be appointed by the County Council, one to serve a three-year term and one to serve a five-year term;

(v) two (2) Members of the Implementation Board shall be appointed by the Sound Cities Association, one to serve a four-year term and one to serve a five-year term; and

(vi) three (3) Members representing individuals who have Lived Experience shall be appointed by the Advisory Committee, or, if the Advisory Committee has not yet been established, the Continuum of Care Board created pursuant to 24 CFR Part 578 or successor regulation, which shall consider recommendations from the Coalition of Lived Experience or other groups representing individuals with Lived Experience of homelessness, subject to confirmation by the Governing Committee pursuant to Section 1.b.(i) of this Article VIII. The Advisory Committee shall prioritize appointing individuals with personal Lived Experience. At least one of the three (3) Members shall represent stakeholders who have Lived Experience in areas outside the city of Seattle. The terms of these positions are as follows: one to serve a three-year term, one to serve a four-year term, and one to serve a five-year term.

It is the intent of the Parties that selection of individuals to serve as Implementation Board Members occur expeditiously so that the first meeting of the Implementation Board may occur within 60 days of the Governing Committee taking action to confirm the initial Implementation Board Members.

**d. Subsequent Appointments.** Upon expiration of each position, the initial appointing entity or party shall appoint a subsequent member to serve in the expired position for a four-year term subject to confirmation by the Governing Committee pursuant to Section 1.b.(i) of this Article VIII. Representatives of the appointing entities described in Section 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a nominating committee to coordinate and confer on appointments of Implementation Board Members.

**e. Tenure of Implementation Board Members.** Implementation Board Members shall continue in office until a successor is appointed and confirmed as provided herein. Successors shall serve four-year terms (or such shorter period, if appointed after the expiration of a term, so as to ensure the continuation of staggered Implementation Board terms). Implementation Board Members may serve no more than two successive complete terms.

**f. Consecutive Absences.** Any Implementation Board Member who is absent for three consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the then Implementation Board Members, and such action is concurred with by a majority of the Governing Committee, be deemed to have forfeited his or her position as Implementation Board Member and that Member's position shall be vacant.

Forfeiting an Implementation Board Member position pursuant to this Section 2.f. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the forfeited Implementation Board Member position and any successor shall hold office for the unexpired term.

**g. Removal of Implementation Board Members.** If it is determined by at least a majority of the Implementation Board that an Implementation Board Member should be removed with or without cause and such action is concurred in by a majority of the Governing Committee, the Governing Committee may by resolution remove such Implementation Board Member and that Member's position shall be vacant.

Removal of Implementation Board Members pursuant to this Section 2.g. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the removed Implementation Board Member and any successor shall hold office for the unexpired term.

**h. Vacancy on Implementation Board.** A vacancy or vacancies on the Implementation Board shall be deemed to exist in case of the death, disability or resignation, or removal or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of an Implementation Board Member shall be filled for the unexpired term as soon as possible in the same manner as the appointment for the Board Member position vacated.

**i. Duties of Implementation Board.** The Implementation Board shall be responsible for the operations and management of the Authority and shall provide strategic vision, community accountability and robust oversight for the Authority.

In addition to the powers and duties granted in other provisions of this Agreement, the Implementation Board shall:

- (i) Meet regularly as set forth in Section 1 of Article X of this Agreement;
- (ii) Develop and recommend Goals, Policies, and Plans to the Governing Committee;
- (iii) Adopt an annual performance report and transmit such report to the Governing Committee annually;
- (iv) Develop and recommend to the Governing Committee policies and processes for competitive procurement of services, including but not limited to policies for allocation of funding across program types and across cities, towns, and unincorporated areas in King County that are consistent with the Five-Year Plan or successor planning document;
- (v) Develop and recommend a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law) that is consistent with the Five-Year Plan or successor planning document to be proposed to the Governing Committee;

(vi) Develop and transmit to the Governing Committee an annual funding allocation report, including but not limited to the sources and distribution of funding across program types and across cities, towns and unincorporated areas in King County;

(vii) Adopt an annual work plan which includes a summary of projects and activities to be undertaken during the budget period;

(viii) Cause the Authority to implement the Goals, Policies, and Plans approved by the Governing Committee, including through contracting for services, contracting to provide Homeless Services, making funding awards and doing all things necessary to oversee and carry out the implementation of the Authority's programs;

(ix) Ensure that the initial Five-Year Plan shall formalize sub-regional planning processes that are developed in consultation with the Governing Committee, the Advisory Committee, and the SCA. Sub-Regional Planning Activities will address factors, needs and resources unique to the respective regions. Such Sub-Regional Planning Activities will form the basis of the development of subsequent Five-Year Plans or successor planning documents, which may be informed by the Regional Action Plan. Annual work plans shall identify sub-regional goals and activities until such time as these are included in an approved Five-Year Plan;

(x) Adopt policies and procedures for oversight of major expenditures and other transactions, to include but not be limited to delegation of contracting authority to the Chief Executive Officer and the minimum standards for procurement of goods, services and property;

(xi) Conduct regular performance evaluation of the Chief Executive Officer; and

(xii) Cause the Authority to carry out the duties in this Agreement.

**j. Actions Requiring Approval by Resolution.** A general or particular authorization and concurrence of the Implementation Board by resolution shall be necessary for any of the following transactions:

(i) Transfer or conveyance of an interest in real estate, except for lien releases or satisfactions of a mortgage after payment has been received, or the execution of a lease for a current term less than one (1) year;

(ii) To the extent permitted by State law, donation of money, property or other assets belonging to the Authority;

(iii) Adoption of internal policies and procedures for oversight of major expenditures and other transactions;

(iv) Recommendation to the Governing Committee of an annual budget that is consistent with the Five-Year Plan or successor planning document;

(v) Recommendation to the Governing Committee of amendments to this Agreement;

(vi) Adoption and amendment of Bylaws for the Implementation Board;

(vii) Annual endorsement of a set of principles and priorities;

(viii) Recommendation to the Governing Committee of Goals, Policies, and Plans, including a Five-Year Plan;

(ix) Recommendation of a Chief Executive Officer to be confirmed by the Governing Committee, the recruitment of whom will be conducted jointly by the Implementation Board and the Governing Committee; and

(viii) Such other transactions, duties, and responsibilities as this Agreement shall repose in the Implementation Board or require Implementation Board participation by resolution.

**k. Quorum of Implementation Board.** At all meetings of the Implementation Board, a quorum of the Implementation Board must be present in order to do business on any issue. A quorum shall be defined as a majority of the Board Members in number, excluding any Board Member who has given notice of withdrawal or whose position is vacant in accordance with the provisions of Section 2.h. of this Article VIII.

**l. Voting Requirements.** Each individual Implementation Board Member shall be a voting member and shall have one vote. All resolutions shall require an affirmative vote of a majority of the Implementation Board Members voting on the issue; provided, that such majority equals not less than one-third (1/3) of the Implementation Board's total voting membership.

A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

Proposed amendments to this Agreement and the adoption and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the Members of the Implementation Board.

**m. Equity Decision Making.** The Authority shall advance equity and social justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-ethnic disproportionalities in the population experiencing homelessness and to eliminate disparities in outcomes for people experiencing homelessness by addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The Authority shall establish and operate under an equity-based decision-making framework to inform its policy, business process, and funding decisions. This equity-based decision-making framework shall provide for inclusion of Customers of the service system in decisions that will affect them; specify a framework for examining policy, business process, and funding decisions with an explicit equity and racial justice analysis; and shall establish processes to measure, evaluate, and respond to the impact of its decision-making on its goals of advancing equity. This framework shall be informed by people with Lived Experience and be approved by the Implementation Board of the Authority.

### **Section 3. Right to Indemnification.**

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Governing Committee Member, Implementation Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Implementation Board; provided, further, the right to indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceedings shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section 3 of Article VIII or otherwise.

Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority, to any person from or on account of:

**a.** Acts or omissions of such person finally adjudged to be reckless misconduct, intentional misconduct or a knowing violation of law; or

**b.** Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section 3 of Article VIII is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section 3 of Article VIII upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Implementation Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Implementation Board Members, Governing Committee Members or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 3 of Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Agreement, Bylaws, any other agreement or otherwise.

The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority and its Implementation Board Members, Governing Committee Members, staff and employees.

#### **Section 4. Conduct; Code of Ethics.**

Governing Committee Members, Implementation Board Members, members of the Advisory Committee or other committee and employees of the Authority shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and this Agreement and policies of the Authority.

All letters, memoranda and electronic communications or information (including email) that relate to conduct of the Authority or the performance of any Authority function may be public records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”). In the event that the Authority or any Governing Committee or Implementation Board Member or any member of the Advisory Committee or other committee receives a request for such records,



the Governing Committee or Implementation Board Member or any member of the Advisory Committee or other committee shall immediately provide the request to the public records officer of the Authority, and assist the public records officer in responding to the request.

Governing Committee Members, Implementation Board Members, and members of the Advisory Committee or other committee shall respect the confidentiality requirements regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed herein and any other confidential information that is gained through their positions with the Authority. The Authority, rather than any individual, is the holder of these privileges and protections and only the Authority may elect to waive any such privileges or protections.

Any Governing Committee Member, Implementation Board Member, member of the Advisory Committee or other committee or Authority employee who has an actual or potential interest, or whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Implementation Board that would tend to prejudice his or her actions shall so publicly indicate according to the policies and procedures of the Authority. In such case any such individual shall recuse and refrain from voting upon and any manner of participation with respect to the matter in question so as to avoid any actual or potential conflict of interest. This requirement shall be in addition to all requirements under the Code of Ethics for Municipal Officers.

Governing Committee and Implementation Board Members, members of the Advisory Committee or other committee and employees of the Authority shall each submit an annual disclosure statement that requires the disclosure of any ownership or property or employment/affiliation with any party contracting with the Authority or providing services with the Authority. Any Governing Committee Member, Implementation Board Member and member of the Advisory Committee or other committee with such ownership interest, employment or affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary negotiations, and votes if such property or employment/affiliation is directly benefiting from such action.

Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not apply to or otherwise prohibit a Governing Committee or Implementation Board Member from serving on the respective Board or voting on matters if such Member receives generally the same interest or benefits as are being made available or provided to a group or class of low-income, homeless or formerly homeless persons intended to be the beneficiaries of the services provided by or through the Authority. To ensure a diversity of representation on the Implementation Board, the Advisory Committee or other committee, nothing herein shall prevent Implementation Board Members of such bodies for whom Implementation Board service on which may be a financial hardship from receiving a stipend consistent with the stipend policies of similarly situated public and nonprofit boards.

## ARTICLE IX

### OFFICERS OF AUTHORITY; STAFFING

#### **Section 1. Implementation Board Officers.**

The Implementation Board Members shall elect from among themselves persons to serve in the following Implementation Board offices: Chairperson and Vice Chairperson. The Implementation Board Members may also create the offices of a Treasurer and Secretary which may be filled by Implementation Board Members, Authority employees or a Party's employee on loan to the Authority. In all cases the Chairperson and the Treasurer may not be the same person, and the Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire one year after the officer is elected, or at such time as such officer's membership on the Implementation Board ceases or terminates, whichever is sooner. The Implementation Board may, under this Agreement, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Agreement, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selecting, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Implementation Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.

#### **Section 2. Duties of Officers.**

Subject to the control of the Implementation Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Implementation Board. To the extent not provided herein, the officers of the Authority shall have the duties as set forth in the Bylaws.

#### **Section 3. Incapacity of Officers.**

If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws shall be authorized to perform such duties without further authorization. The Treasurer is not authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform the duties of the Treasurer.

#### **Section 4. Advisory Committee; Committees.**

The Implementation Board shall recognize a Continuum of Care Board created pursuant to 24 CFR Part 578 or its successor regulation to act as its Advisory Committee and serve the

Implementation Board by providing a broad array of perspectives, if such Continuum of Care Board takes action to serve as the Implementation Board's Advisory Committee. Members of the Advisory Committee shall be appointed by the Implementation Board. In the event that an existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee, the Implementation Board may confirm any or all of the members of the Continuum of Care Board as members of the Advisory Committee, or may appoint new members to the Advisory Committee as set forth in the Bylaws or policies approved by the Implementation Board. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, Homelessness Services Providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation.

The Implementation Board may create additional committees and appoint individuals to such committees as set forth in the Bylaws or policies approved by the Implementation Board.

## **Section 5. Chief Executive Officer.**

a. (i) Until the Governing Committee has approved an organizational structure and staffing plan, the Authority shall be staffed by employees from the Parties on loan to the Authority. Subject to any applicable collective bargaining agreement, the Chief Executive Officer may be responsible for supervising staff on loan from the Parties.

For inclusion among the Goals, Policies, and Plans to be recommended by the Implementation Board for Governing Committee approval, the Chief Executive Officer shall develop and propose a staffing plan for the Authority. The Chief Executive Officer shall within sixty days from his or her date of employment develop, in consultation with the Implementation Board, and propose an initial staffing plan for the Authority. The Chief Executive Officer may develop and propose subsequent updates to the staffing plan, also for inclusion among the Goals, Policies, and Plans to be recommended by the Implementation Board for Governing Committee approval.

In developing the staffing plan, the Chief Executive Officer shall recognize the significance of labor rights as well as existing collective bargaining agreements. The Chief Executive Officer shall also consider in developing the staffing plan the compensation and working conditions of the Parties' existing employees "on loan" to the Authority.

The staffing plan shall describe for each of the Authority's major bodies of work whether the body of work shall be accomplished by staff of the Authority, by agreement with one of the parties, by "loaned staff" of the parties under the operational control of the Authority, by contracted third party, or by a combination of those options.

For each major body of work that the Chief Executive Officer proposes full or partial accomplishment by staff of the authority or "loaned" staff of the parties, the staffing plan shall specify the number of full or partial full time-equivalent positions required for that major body of work. For each major body of work, the staffing plan shall articulate the

Chief Executive Officer's rationale for how the staffing plan supports the Authority's ability to accomplish its mission while promoting administrative and cost efficiency.

In addition to other major bodies of work that the Chief Executive Officer includes in the staffing plan, the staffing plan shall contain as major bodies of work support services that include procurement, legal support, human resources, information technology support, payroll, accounts payable and accounts receivable services, and facilities management. The staffing plan shall assess the benefits of and provide options for using support services provided by one or both of the Parties.

(ii) The Chief Executive Officer shall assign staff as necessary to ensure coordination and collaboration with homelessness crisis response partners and activities and adjacent systems whose work intersects with homelessness. The Chief Executive Officer shall assign at least one staff member to act as a liaison to ensure coordination and collaboration with homelessness crisis response partners and activities and adjacent systems whose work intersects with homelessness, including coordination with appropriate Seattle and King County agencies.

(iii) The Chief Executive Officer shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of Homeless Services so as to maximize the effectiveness and efficiency of the system. Such recommendation shall be presented by the Chief Executive Officer to the Implementation Board from time to time and if any recommendation would require a change or deviation from established policy adopted by the Governing Committee, such policy change or deviation shall require approval by the Governing Committee before the recommendation may be implemented.

**b.** The Implementation Board shall recommend the Chief Executive Officer to the Governing Committee for confirmation following a recruitment process conducted jointly by the Implementation Board and the Governing Committee. The Chief Executive Officer shall be responsible to the Implementation Board for the effective operations of the Authority. The following may be delegated to the Chief Executive Officer: (1) the authority sign documents and contracts on behalf of the Authority; and (2) such other duties as delegated or assigned by the Implementation Board.

**c.** At the request of the Governing Committee or on at least a quarterly basis, the Chief Executive Officer shall provide a written report to the Governing Committee and seek input from the Governing Committee on the performance of the Authority, to include an evaluation of the implementation of the Five-Year Plan or successor planning document, as well as reporting on other performance metrics that may be adopted by the Authority.

**d.** The Chief Executive Officer shall annually present an overview of the Authority's proposed annual budget, an update on how the Authority is performing against performance metrics approved by the Governing Committee to the (1) Seattle City

Council or a committee thereof, as determined by the Seattle City Council; and (2) King County Council or a committee thereof, as determined by the County Council and to the Regional Policy Committee, at the discretion of that regional committee. The date of such annual presentations shall be determined at the discretion of the Parties.

**Section 6. Office of the Ombuds.**

The Implementation Board shall cause the Authority to either (a) contract with either Party to provide ombuds services consistent with the requirements of this Section 6; or (b) create an office of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence in the Authority’s ability to effectively, efficiently and equitably serve people experiencing homelessness. The Office of the Ombuds shall gather Customer feedback to improve the Authority’s operations and outcomes; ensure ease of contact for Customers and provide appropriate resources to resolve their concerns; implement strategies to collect, investigate, and respond to complaints and concerns about the delivery of services, policies, program administration, or other activities overseen or funded by the Authority; receive complaints from employees and Contract Holders; develop methods to respond to complaints or concerns in an equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue findings, collect and analyze aggregate complaints data, and partner with Authority leadership, the Implementation Board, employees and Customers to design and recommend improvements in services, funding or oversight. The Office of the Ombuds shall report directly and independently to the Implementation Board on trends in Customer and employee feedback and activities undertaken in response to that feedback no less than twice per year.

**ARTICLE X**

**MEETINGS OF THE AUTHORITY**

**Section 1. Time and Place of Meetings.**

- a. Meetings of the Governing Committee.** Regular meetings of the Governing Committee shall be held at least four times per year at a regular time and place to be determined by the Governing Committee by resolution. No later than the last regular meeting of the calendar year, the Governing Committee shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of the Governing Committee, any business may be transacted and the Governing Committee may exercise all of its powers. Special meetings of the Governing Committee may be held from time to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).
- b. Meetings of the Implementation Board.** Regular meetings of the Implementation Board shall be held at least six times per year at a regular time and place

to be determined by the Implementation Board by resolution. No later than the last regular meeting of the calendar year, the Implementation Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of the Implementation Board, any business may be transacted and the Implementation Board may exercise all of its powers. Special meetings of the Implementation Board may be held from time to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).

## **Section 2. Notice of Regular Meetings.**

At the beginning of each calendar year, the Authority shall post on its website the time and place of regular meetings of the Governing Committee and the Implementation Board for that calendar year. As the Advisory Committee meeting schedule is established, the Authority shall post on its website those meeting times and places. In addition, the Authority shall provide reasonable notice of such meetings to any individual specifically requesting it in writing. If a regular meeting schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X and the change posted on the Authority’s website.

## **Section 3. Notice of Special Meetings.**

Except as provided in Sections 10 and 11 of this Article X, notice of all special meetings of the Governing Committee and/or the Implementation Board shall be given by the chairperson of the respective body or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the time of the meeting to each applicable Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing, and posted on the Authority’s website. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted. Notice of special meetings of the Advisory Committee shall comply with 24 CFR 578.

## **Section 4. Waiver of Notice.**

Notice as provided herein may be dispensed with as to any Governing Committee Member or Implementation Board Member, as applicable, who at or prior to the time the meeting convenes files with the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

## **Section 5. Agendas.**

In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the County Council Clerk.

## **Section 6. Open Public Meetings.**

All meetings of the Implementation Board and the Governing Committee shall be open to the public if and to the extent required by chapter 42.30 RCW (the “Open Public Meetings Act”). The Implementation Board and the Governing Committee may hold executive sessions to consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act”) or as otherwise authorized by law. The meetings of the Advisory Committee shall be open to the public, except that the Advisory Committee may hold executive sessions as it deems necessary.

## **Section 7. Telephonic Participation**

Implementation Board and the Governing Committee Members may participate in a regular or special meeting of the applicable body through the use of any means of communication by which all attending Members and members of the public participating in such meeting can hear each other during the meeting. Any Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

## **Section 8. Parliamentary Authority.**

The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with this Agreement or with the special rules of order of the Bylaws of the respective body.

## **Section 9. Minutes.**

Copies of the minutes of all regular or special meetings of the Implementation Board and the Governing Committee shall be available to any person or organization that requests them. The minutes of all Implementation Board and the Governing Committee meetings shall include a record of individual votes on all matters requiring Implementation Board and the Governing Committee approval.

## **Section 10. First Meeting of the Governing Committee.**

The Seattle Mayor and the County Executive shall jointly notice the first meeting of the Governing Committee as a special meeting and jointly prepare an agenda. This first meeting

shall occur within 90 days of the Effective Date or when all members of the Governing Committee have been selected in accordance with Section 1 of Article VIII, whichever is first.

### **Section 11. First Meeting of the Implementation Board.**

The chair of the Governing Committee shall notice the first meeting of the Implementation Board as a special meeting and prepare an agenda. This first meeting shall occur within 60 days of the last appointment/confirmation of a Member to Implementation Board in accordance with Section 1.b.(ii) of Article VIII.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **Section 1. Geographic Limitation.**

The Authority may conduct activities outside of the County, subject, however, to a contract with a Subscribing Agency.

#### **Section 2. Safeguarding of Funds.**

Authority funds shall be deposited in a qualified public depository as required by law. The Authority shall establish a special fund with the County treasurer to be designated the “Operating fund of the King County Regional Homelessness Authority. The County shall act as the fiscal agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority’s behalf and make payments for approved expenditures.

#### **Section 3. Public Records.**

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records and information of the Authority to the extent as may be required by applicable laws. All costs associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by the Authority.

#### **Section 4. Reports and Information; Audits.**

Within nine (9) months after the end of the Authority’s fiscal year, the Authority shall file an annual report with the Finance Directors of the County and Seattle containing an audited statement of assets and liabilities, income and expenditures and changes in the Authority’s financial position during the previous year (or unaudited information if an audit is not yet available, to be promptly followed by audited information); a summary of significant accomplishments; a list of depositories used; a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law); a summary of projects



and activities to be undertaken during the budget period; and a list of members and officers of the Implementation Board.

The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County at the option of each. The Authority shall, at any time during normal business hours make available to the County Executive, the County Council, the Seattle Mayor, the Seattle City Council, and the State Auditor for examination all of the Authority's financial records.

#### **Section 5. Performance Audit.**

The County and Seattle will cause a performance audit to be conducted and completed by a consulting firm selected by the County and Seattle no later than six years after the Governing Committee confirms the initial Five-Year Plan. The performance audit report shall be transmitted to the clerks of both the King County Council and the Seattle City Council.

**Section 6. Amendments to Agreement.** No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, approved by the legislative authorities of each Party and executed by duly authorized agents of each Party.

#### **Section 7. Nondiscrimination.**

The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to Seattle by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

Specifically, except as allowed by law, the following matters or activities shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, domestic violence victimization, veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained service animal by a person with a disability:

- a. Membership on the Implementation Board;
- b. Employment, including solicitation or advertisements for employees; and
- c. Provisions of services to and contracts with the public.

#### **Section 8. Labor Disputes.**

Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this Agreement that they have an interest in ensuring that the Authority's operations and progress are not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and entities that contract with the Authority are required to adhere to labor laws, commit to promoting

labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in their operations.

**Section 9. Inventory and Property.**

Property, equipment and furnishings for the operations of the Authority shall be acquired by Authority as provided by law. If any Party furnishes property, equipment or furnishings for the Authority’s use, title to the same shall remain with the respective Party unless that property, equipment or furnishings are acquired by the Authority.

**Section 10. Interlocal Cooperation Act.**

- a. This Agreement is intended to create a separate governmental administrative entity within the meaning of RCW 39.34.030(3) and not a “joint board” within the meaning of RCW 39.34.030(4)(a).
- b. Each Party will file or post this Agreement as required by RCW 39.34.040.

**Section 11. Notice to the Parties.**

Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either in physical or electronic means, or if mailed postage prepaid and addressed to:

King County  
Attn: Leo Flor, Director, Department of Community and Human Services  
401 Fifth Avenue, Suite 400  
Mailstop CNK-HS-0400  
Seattle, Washington 98104

City of Seattle  
Attn: Jason Johnson, Acting Director, Human Services Department  
700 Fifth Ave., Suite 5800  
Seattle, Washington 98104

**Section 12. Additional Provisions.**

- a. **Integration.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto concerning the establishment of the Authority. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of the Parties hereto to execute this Agreement.

**b. Severability.** In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

**c. Indemnification among the Parties Hereto.** To the maximum extent permitted by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the negligent acts or omissions of such indemnifying party, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Parties arising out of, in connection with, or incident to this Agreement and the indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In the event of any such liability arises from the concurrent negligence of the indemnifying party and another party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

**d. No Third Party Beneficiary Rights.** The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

**e. Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

This Agreement is APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
County Executive, King County

ATTEST:

\_\_\_\_\_  
[County Prosecuting Attorney]

RECEIPT ACKNOWLEDGED BY:

\_\_\_\_\_  
Mayor, City of Seattle

ATTEST:

\_\_\_\_\_  
City Clerk

Memorandum of Understanding

Between

The King County Regional Homelessness Authority

and

The City of Lake Forest Park, Washington

This Memorandum of Understanding (MOU) sets the terms and understanding between The King County Regional Homelessness Authority (hereafter “KCRHA”) and the City of Lake Forest Park (hereafter “the City”). Together KCRH and the City may be referred to as the Parties, and individually as a Party.

Background

The City is considering signing on to an Agreement for Homeless Services between the City, KCRHA, and the cities of Shoreline, Kenmore, Bothell and Woodinville (the “Agreement”), to aggregate homelessness services funds across North King County. Cities that already fund homelessness services will see their current allocations continued during the 2023/2024 biennium. In the past the City has not allocated funds towards homelessness services and wishes to have the opportunity to allocate these new funds to providers of its choice in North King County.

Purpose

This MOU memorializes the commitment from KCRHA to bring to the City potential options for how its contributions to the Agreement could be allocated for the 2024/2025 biennium. These options will be transmitted to the City from KCRHA by INSERT DATE. The City will transmit its funding decision to KCRHA by INSERT DATE.

KCRHA will make themselves available to discuss and present on these options with both the Executive (Mayor and City Administrator) and Legislative (City Council) branches of the City, at the City’s request.

Duration

This MOU shall become effective once it is signed by the authorized officials from the City and KCRHA. In the absence of mutual agreement otherwise by the authorized officials from the City and KCRHA, this MOU shall end on December 31, 2024.This MOU is at-will and may be modified and extended by mutual consent of the Parties, or terminated by either Party. .

Contact Information

KCRHA  
representative  
Position  
Address  
Telephone

Fax  
E-mail

City of Lake Forest Park  
representative  
Position  
Address  
Telephone  
Fax  
E-mail

Date:  
(Partner signature)  
(Partner name, organization, position)

Date:  
(Partner signature)  
(Partner name, organization, position)



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

|                        |                                                               |
|------------------------|---------------------------------------------------------------|
| Meeting Date           | 12/08/2022                                                    |
| Originating Department | Executive                                                     |
| Contact Person         | Phillip Hill, City Administrator                              |
| Title                  | Resolution 1877/Adopting the 2023-24 State Legislative Policy |

Legislative History

- First Presentation10/18/2022 – Legislative Steering Committee
- Second Presentation10/27/2022 – City Council Regular Meeting
- Action12/08/2022 – City Council Regular Meeting

Attachments:

1. Resolution 1877
2. Proposed 2023-24 State Legislative Policy Agenda

Executive Summary

Before Council is the proposed 2023-24 State Legislative Agenda, outlining the top priorities of the City. The priorities are either projects of a regional nature in need of financial support or focused on State policies that have local implications.

Background

Prior to upcoming legislative sessions, the City Council adopts a legislative agenda reflecting the priorities of the City and its support of elements of the Association of Washington Cities and Sound Cities Association’s legislative agendas that best serve the interests of the City.

The City’s Legislative Steering Committee, consisting of the Mayor, Deputy Mayor, Council Vice-Chair, City Administrator, and Finance Director, meet with Shelly Helder, Gordon Thomas Honeywell Government Relations, to craft a draft legislative agenda. The draft document is based on discussions between the Mayor and Council throughout the year regarding the priorities of the City.

**Fiscal & Policy Implications**

N/A

**Staff Recommendation**

Approve the Resolution adopting the 2023-24 State Legislative Agenda as presented.



RESOLUTION NO. 1877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, ADOPTING A  
STATE LEGISLATIVE AGENDA FOR 2023-2024

**WHEREAS**, the 2023-2024 state legislative session begins in January 2023; and

**WHEREAS**, it is the policy setting role of the City Council to identify and adopt an agenda that includes state legislative requests and positions; and

**WHEREAS**, the City has needs that are worthy of state funding and consideration; and

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

Section 1. LEGISLATIVE POLICY ADOPTED. The City Council of the City of Lake Forest Park hereby adopts the legislative policy for the 2023-2024 State of Washington legislative session, attached hereto as Exhibit A, and reserves the right to amend and readopt it from time to time.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

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

# City of Lake Forest Park State Legislative Agenda 2023-24



## Top Priorities

### **Lyon Creek Fish Barrier Removal**

In the last 7 years the city has replaced 6 culverts along Lyon Creek and fish activity has already increased. For these investments to be optimized and fish habitat restored, additional resources are needed. The structurally deficient state-owned culvert under SR 104 is funded, and construction is planned for 2024. There will be no increase in fish habitat from this state investment unless a downstream city owned culvert is addressed. To minimize impacts to the community through road closures and achieve cost savings through coordination, the city would like to address the fish barrier at the same time. The City is working toward design completion – the remaining need is \$2.42M for construction.

### **State Route 104 Investments**

State Route 104 runs through the heart of Lake Forest Park. It is a two-lane highway that carries roughly 26,000 vehicles per day and increasingly more commercial freight. SR 104 is not only in poor condition but lacks safety measures that would increase the use of multimodal transportation options. The City has identified specific improvements that are needed along this state facility.

- **Roundabout:** The City has taken the initiative to facilitate construction of a roundabout at 40<sup>th</sup> Place NE where an existing four-legged, skewed intersection has several safety and traffic challenges. Design is nearing completion and there is a funding gap of \$900,000 for construction.
- **Bike/Ped Improvements:** LFP requests bike/ped infrastructure to improve non-motorized access to transit. Key improvements will increase safety for pedestrians and bicyclists and encourage the use of transportation alternatives.
- **Maintenance:** SR 104 is in desperate need of asphalt maintenance. The City requests SR 104 maintenance be prioritized by the state.

### **City Financial Challenges**

The 1% cap on property tax revenue has created an unsustainable fiscal structure for cities. Bedroom communities like LFP are acutely impacted by this limitation and will not be able to continue providing current levels of municipal services to residents without a change, either through adjustment of the cap or other revenue tools.

### **North King County Crisis Receiving Center**

The Cities of Lake Forest Park, Bothell, Kenmore, Kirkland, and Shoreline have identified a critical flaw in the existing crisis system: the lack of an alternative to hospital emergency rooms, jails, or inpatient stays to serve individuals in crisis. They've identified a solution and a partner to implement the solution but there is an outstanding need for capital dollars to make the solution a reality.

## Other Legislative Priorities

**City Tools & Resources:** LFP supports the expansion of city tools and resources through full funding of the Public Works Trust Fund, incentives for increased density, and new revenue options for cities.

**Recyclable Materials & Solid Waste:** LFP is a leader in recycling. As a city, we have a waste diversion rate of 70%. The City supports product stewardship programs that divert products from the waste stream.

*Lake Forest Park supports those elements of the Association of Washington Cities' Legislative Agenda and Sound Cities Association Agenda that best serve the interests of the City.*



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

|                               |                                                                                                                                       |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                                      |
| <b>Originating Department</b> | Finance Department                                                                                                                    |
| <b>Contact Person</b>         | Lindsey Vaughn, Finance Director                                                                                                      |
| <b>Title</b>                  | Resolution 1878/Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage |

## Legislative History

- First Presentation November 10, 2022, Work Session
- Action December 8, 2022 Regular Meeting

**Attachments:**

1. Resolution 1878
2. Interlocal Agreement with Yakima County Technology Services

## Executive Summary

In 2019 the City began looking for another information technology data storage solution due to a change in the Washington State Archives facility services. In the past, the Washington State Archives allowed governments to store backup data tapes for free in Eastern Washington. The Washington State Archives removed that option to store backup tapes, so the Information Technology Department (“Department”) began researching other data backup options.

During the research process for another backup storage facility, it was recognized that the City lacked an offsite disaster recovery server. Such servers are considered a best practice in the event of a cyberattack or a natural disaster. Implementing an offsite disaster recovery server would further improve the City's resiliency to and minimize the downtime or loss resulting from an unexpected cyberattack or natural disaster.

The proposed Interlocal Agreement with Yakima County Technology Services ("ILA) provides the needed data storage solution and offsite disaster recovery server site.

Background

The City needed an offsite backup and disaster recovery server in a location far enough away not to be affected by the same natural disaster. Yakima County’s Technology Services (“Yakima County”) offers this service to multiple other cities throughout Western Washington. Mukilteo and Sumner both have active Interlocal Agreements with Yakima County and are extremely satisfied with the services provided. The City has also been very pleased with the ILA agreement and the services provided over the past two years.

Due to the City upgrading to virtual servers, multiple physical servers were available that could be repurposed to assist in a shorter-term backup solution offsite. The offsite server acts as a disaster recovery or cyberattack solution and is more suitable for backing up the City’s virtual server.

The Department concluded that the ILA with Yakima County was the most cost-effective and appropriate option for the City’s needs. Resolutions 1753, 1801, and 1829 were previously passed authorizing the City to enter into Interlocal Agreements with Yakima County, allowing the City to be able to recover or restore systems more effectively and timely in the event of a disaster or cyberattack.

Fiscal & Policy Implications

The ILA with Yakima County costs will increase to \$4,460 for 2023 due to increasing the internet speed from 10 to 50 Mbps.

If the City needs to increase rack space in the future for additional offsite backup storage, the cost will also increase. The cost for Yakima County’s services is reasonable based on the internet access and rack space provided in a controlled environment that satisfies all government and police security requirements.

The server installed at Yakima County was repurposed. The older server provides a short-term solution and is being proposed to be replaced in the Proposed 2023-2024 Biennial Budget with a new server solution.

Alternatives

| Options                                                                                                                                            | Results                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>Adopt the Resolution, continuing the Interlocal Agreement with Yakima County’s Technology Services</li></ul> | Provides a disaster recovery offsite backup storage facility in the event of an emergency that appropriately backs up the City’s virtual server and gets the City a step closer to the ideal best practice recommendations. |
| <ul style="list-style-type: none"><li>Do not approve the Resolution</li></ul>                                                                      | Risk losing data in the event of a natural disaster or a cyberattack. In addition, it does not comply with best practice recommendations. Other offsite options are also more expensive.                                    |
|                                                                                                                                                    |                                                                                                                                                                                                                             |

Staff Recommendation

Adopt the Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage.

RESOLUTION NO. 1878

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT  
WITH YAKIMA COUNTY INFORMATION TECHNOLOGY  
SERVICES

**WHEREAS**, the City of Lake Forest Park (“City”) requires business related technology services that Yakima County Information Technology Services (“County”) is able to supply; and

**WHEREAS**, this Interlocal Agreement between the City and County provides these needed services at the cost-effective annual rate of \$4,460; and

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

Section 1. APPROVAL. The Mayor is authorized to sign the Interlocal Agreement with Yakima County Information Technology Services attached hereto as Exhibit A.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

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



# Yakima County Information Technology Services

Section 7, Item G.

Yakima County Technology Building

217 North 1st Street

Yakima, WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001

Internet: [www.co.yakima.wa.us](http://www.co.yakima.wa.us)

## INTER-LOCAL AGREEMENT

Yakima County Information  
Technology Services  
217 N First Street  
Yakima, WA 98901

Agency

City of Lake Forest Park

Street Address

17425 Ballinger Way NE

City, State, Zip

Lake Forest Park, WA 98155

### 1. Purpose

This Inter-Local Agreement Number, 2023-004 (ILA) is executed by Yakima County Information Technology Services (YCITS) and City of Lake Forest Park (the City). This ILA sets forth the obligations of the parties with respect to YCITS' provision of business related technology services. The City will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

### 2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for one year (January 1, 2023 through December 31, 2023). Renewal will occur upon Customer signing a new Inter-Local Agreement Attachment A: Service Locations and Costs form which the county will send out yearly. The attachment A renewal form will include any price changes.

This ILA will not be in effect during any period of interruption to YCITS' processing capability which is caused by a disaster, as declared by the Director of YCITS.

### 3. Scope of Agreement

The scope of this ILA includes the Inter-Local Agreement and Attachment A: Services, Locations and Costs, Attachment B: Terms of Service, and Attachment C: Disclosure.

All information and data produced by and for the Customer is the property of the Customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the Customer in an agreed to form suitable to migration, should this ILA be terminated.

### 4. Service Costs, Billing and Termination Liability

The Customer agrees to pay YCITS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2023 fiscal year are listed in Attachment A.

YCITS will bill the Customer: Annual ☒ Monthly ☐ Quarterly ☐

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing a Services and Costs form yearly, the Customer agrees to pay for services at that year's prices.

## 5. Information Technology Services Help Desk

The YCITS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

Helpdesk tickets can also be created by sending an email with a description of the problem in the body of the email to TS-[Help.Desk@co.yakima.wa.us](mailto:Help.Desk@co.yakima.wa.us).

## 6. Network Maintenance

YCITS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

## 7. Problem Management

### Problem Reporting

The YCITS Help Desk will collect information from the Customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

- a. name of person reporting problem
- b. return call telephone number
- c. person and location experiencing the problem
- d. description of the problem
- e. when the problem started

The YCITS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCITS.

### Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the Customer.

## 8. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

## 9. Indemnification/Hold Harmless

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs,



expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. **County Held Harmless.** The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- c. **Waiver Under Washington Industrial Insurance Act.** The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## **10. Insurance**

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this ILA as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

## **11. Compliance with Laws**

In the performance of its obligations under this ILA, each party shall comply with all applicable federal, state, and local laws, rules, and regulations, and each party shall be solely responsible and liable for its own compliance.

## **12. Recording**

Consistent with RCW 39.34.040, this ILA shall be filed for recording upon full execution or posted on the parties' respective websites listed by subject matter.

**13. Authorization/Acceptance**

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCITS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

**14. Miscellaneous**

- a. Entire Agreement. This ILA constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.
- b. Severability. If any provision of this ILA or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this ILA and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- c. Default. In the event either of the parties defaults on the performance of any terms of this ILA or either party places the enforcement of this ILA in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs, and expenses. The venue of any action arising out of this ILA shall be in the State of Washington, in and for King County.
- d. Waiver. Failure of either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- e. Assignability. The rights, duties, and obligations of any Party to this ILA shall not be assignable.

**Attachment A**  
**ILA City of Lake Forest Park ILA 2023-004**

**Services, Locations, and Costs**

| Annual Cost of Services Provided to Customer<br>by Yakima County |          |            |             |
|------------------------------------------------------------------|----------|------------|-------------|
| Prepared: 9/14/2022                                              |          |            |             |
| Description                                                      | Quantity | Unit Cost  | Annual Cost |
| Dedicated Internet Access (50 Mbps)<br>Circuit ID: INT545        | 1        | \$3,500.00 | \$3,500.00  |
| Rack Space in Datacenter per unit                                | 3        | \$320.00   | \$960.00    |
| <i>Total</i>                                                     |          |            | \$4,460.00  |

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$150/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. YCITS has the right to decline any work requests not listed in this agreement. Accepted requests made by the customer to YCITS for items not listed in this agreement will be charged at \$100/hour at quarter hour increments for services provided during working hours. Outside normal business hours will be charged \$150/hour in quarter hour increments, with a minimum one hour charge. Other services and support may be negotiated upon request.

**Contact Information**

ILA management and correspondence regarding this ILA should be directed to:

| Customer Contact |                            | YCITS Contact    |                                               |
|------------------|----------------------------|------------------|-----------------------------------------------|
| Name             | Lindsey Vaughn             | Name             | Dale Panattoni                                |
| Agency Name      | City of Lake Forest Park   | Agency Name      | Yakima County Information Technology Services |
| Street Address   | 17425 Ballinger Way NE     | Street Address   | 217 N. First Street                           |
| City, State, Zip | Lake Forest Park, WA 98155 | City, State, Zip | Yakima WA 98901                               |
| Phone:           | 206 368-5440               | Phone:           | 509-574-2005                                  |
| Email:           | lvaughn@cityofflp.gov      | Email:           | dale.panattoni@co.yakima.wa.us                |

Here is the list of address of all servicing location (s).

| Servicing Location (s) Address: |                                               |
|---------------------------------|-----------------------------------------------|
| 1                               | 1216 South 18th Street Yakima, WA 98901 (SDC) |

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

| <b>Technical Customer Contact</b> |                       |
|-----------------------------------|-----------------------|
| Name                              | Aaron Emmons          |
| Position                          |                       |
| Telephone                         | 206 368-5440          |
| Alternate Phone:                  |                       |
| Email:                            | aemmons@cityofflp.gov |

Please provide the point of contact for billing.

| <b>Billing Customer Contact</b> |                            |
|---------------------------------|----------------------------|
| Name                            |                            |
| Street Address                  | 17425 Ballinger Way NE     |
| City, State, Zip                | Lake Forest Park, WA 98155 |
| Phone:                          | 206 368-5440               |
| Email:                          | ap@cityofflp.gov           |

## Attachment B ILA City of Lake Forest Park 2023-004

### Terms of Service

- 1. Ownership of equipment:**
  - a. Customer will be the owner of all equipment.
  - b. County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
  - a. If owned by Customer, then Customer must pay vendor in full.
  - b. If County owned, County must pay and bill as appropriate.
- 3. Maintenance of equipment:**
  - a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
- 4. Administration of equipment:**
  - a. County to administer domain operations.
  - b. Replacement funding
    - i. If County owned, County responsibility
    - ii. If Customer owned, Customer responsibility
  - c. Administration costs
    - i. Included in Customer rates for normal administration
    - ii. Billable for extraordinary operations
      1. Negotiated prior to operation taking place
      2. Billed at then current rates
- 5. Specific deliverables:**
  - a. Operations
    - i. County agrees to provide all services listed in Attachment A on a best effort basis. County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
    - ii. The Customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
    - iii. The Customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
    - iv. The Customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
    - v. The Customer agrees to provide a site location acceptable to the County for placing County equipment related to the delivery of services provided for in this ILA.
    - vi. Virus protection will be purchased by the Customer, installed at the computer level, and it is the Customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the County.
    - vii. County and the Customer agree to cooperate together in good faith to accomplish operational goals that benefit the Customer and County constituents.
- 6. Administration:**
  - a. Inform County Information Technology Services Admin regarding any changes of status in writing

- i. Email will work as long as it has all of the required elements.
    1. What is changing
    2. When is it scheduled to change
    3. Who will be affected
    4. How will they be affected
    5. Who will make the change
    6. Why is change necessary
    7. How long will the change take
    8. CC will be sent to all persons for all changes.
  - b. Hours of operations

|                          |                                          |
|--------------------------|------------------------------------------|
| Normal Business hours:   | 8:00 AM to 5:00 PM Monday through Friday |
| Critical business hours: | To be determined with Customer           |
  - c. Troubleshooting after business hours
    - i. Call Out
      1. Specific procedures will be provided to the Customer in writing.
      2. Updates will be provided by County as necessary.
      3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
    - ii. Response time window
      1. 30 Minutes from time of initial call to first returned call.
      2. Subsequent actions will be based upon County's priority matrix which will be provided to the Customer.
    - iii. Response procedures will be provided to the Customer in writing and updated as necessary by County
    - iv. Troubleshooting by County that is found to be caused by the Customer will be reimbursed at the Customer's expense.
    - v. Mileage will be charged and reimbursed at current county rate, if appropriate.
    - vi. Access to the Customer's facilities and equipment to be ensured by the Customer and arranged in advance.
    - vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

Attachment C  
ILA City of Lake Forest Park 2023-004

Disclosure

1. Nondisclosure of Confidential and Personal Information

The County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes (“confidential information”). Confidential information includes, but is not limited to, certain names, certain addresses, Social Security numbers, financial profiles, credit card information, certain medical data, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this ILA, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this ILA or as required by law, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Customer’s express written consent or as provided by law unless such disclosure is required by law. The County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by Customer. The County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

“Personal information” including, but not limited to, “protected health information” (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals’ social security numbers collected, used, or acquired in connection with this ILA shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The County must comply with all HIPAA requirements and rules when determined applicable by the Customer. If Customer determines that (1) Customer is a “covered entity” under HIPAA, and that (2) the County will perform “business associate” services and activities covered under HIPAA, then at Customer’s request, Yakima County agrees to execute Customer’s business associate contract in compliance with HIPAA.

The County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

The County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the ILA and demand for return of all personal information. The County agrees to indemnify and hold harmless the Customer for any damages related to both: (1) the County’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of the County’s failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

2. Compelled Disclosure of Information

Notwithstanding anything in the foregoing to the contrary, the County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the County promptly notifies, to the extent practicable, the Customer in writing of such demand for disclosure so that the Customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that the County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. The County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Customer is unable to obtain or does not seek a protective order and the County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

APPROVED  
Yakima County Information Technology  
Services

APPROVED  
City of Lake Forest Park

\_\_\_\_\_  
*Signature*  
Dale A. Panattoni, Director

\_\_\_\_\_  
*Signature*  
Jeff Johnson, Mayor

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*





# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

|                               |                                                                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                                 |
| <b>Originating Department</b> | Public Works                                                                                                                     |
| <b>Contact Person</b>         | Jeff Perrigo, Public Works Director                                                                                              |
| <b>Title</b>                  | Resolution 1879/Authorizing the Mayor to Sign Services Agreement with Pat's Tree and Landscape, Inc. for 2022-2023 Tree Service. |

#### Legislative History

- Introduction/Action – December 8, 2022

#### Attachments:

1. Resolution 1879/Authorizing the Mayor to Sign Services Agreement with Pat's Tree and Landscape, Inc. for 2022-2023 Tree Service.
2. City of Lake Forest Park Services Agreement for 2022-2023 Tree Service with Pat's Tree and Landscape, Inc.

#### Executive Summary

The Department of Public Works (DPW) recommends the award of the attached contract for 2022-2023 Tree Service with Pat's Tree and Landscape, Inc. ("Contractor"). The Contractor submitted the lowest responsible bid in response to the City's Invitation to Bid. This will be a unit-price-based services contract that uses a work order process to authorize limited scopes of work. DPW anticipates that the combined value of work orders will not exceed \$100,000.00 and has determined that the full amount of this funding is available in the City's Streets Fund and Parks Fund.

#### Background

DPW occasionally requires the support of a tree services contractor to complete tree management work that is beyond DPW's capacity to self-perform. These services include branch trimming, stump grinding, tree removal, and related work. In 2022, examples include the sudden falling of the large willow tree adjacent to City Hall and the fallen cottonwood trees across Ballinger Way. DPW has historically retained this support through small (value < \$7,500), purchase orders with a qualified vendor at the time the service is needed. This procurement approach was appropriate for the historically infrequent, low-value nature of these work assignments. Recently, however, DPW has required vendor support for

its tree management work with increased frequency, and the combined value of individual purchases in 2022 now exceeds signing authority for the administration in Resolution 1399, and thresholds for competitive bidding in Resolution 617. Through November 30, DPW has spent \$77,289.02, which is \$47,289.02 over the \$30,000 limit. DPW also expects this upward trend in tree service support to continue through at least the next year, as evidenced by the twenty-five, outstanding locations in the City requiring contractor-supported tree management work resulting from the snowstorm during the week of November 29. Accordingly, DPW distributed an Invitation to Bid on a City “2022-2023 Tree Service” contract to companies included in the applicable Municipal Research and Services Center (MRSC) roster on November 23, 2022. DPW received two bids in response to this invitation on November 30, 2022, and has determined that the Contractor submitted the lowest responsible bid.

Fiscal & Policy Implications

The cost of this contract is supported by the City’s Streets Fund 101 and Parks Fund 001. The contract price will not exceed \$100,000.00 and does not need additional budget allocations.

Alternatives

| Options                                                          | Results                                                                                                                                                                                         |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>Adopt Resolution</li></ul> | The City will execute the Service Agreement with Pat’s Tree and Landscape, Inc.                                                                                                                 |
| <ul style="list-style-type: none"><li>No Action</li></ul>        | The City will not execute the Service Agreement with Pat’s Tree and Landscape, Inc. This may impact DPW’s ability to address occasional tree management needs that this contract would support. |
|                                                                  |                                                                                                                                                                                                 |

Staff Recommendation

1. Move to approve Resolution 1879 authorizing the Mayor to sign a services agreement with Pat’s Tree and Landscape, Inc. for tree services in 2022 and 2023.
2. In recognition that the City’s need for tree services is generally of an emergency nature and unpredictable, I move to ratify the expenditures made from January 1, 2022, through December 1, 2022, by the Public Works Department that were in excess of the \$30,000 limit for administrative approval of contracts for such services.

**RESOLUTION NO. 1879**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN A SERVICES AGREEMENT WITH  
PAT'S TREE AND LANDSCAPE, INC. FOR 2022-2023  
TREE SERVICE.**

---

**WHEREAS**, the City requires vendor support to complete routine tree management services and properly solicited bids from tree service providers included in the Municipal Research Service Center (MRSC) roster to contract with the City for these services; and

**WHEREAS**, Pat's Tree and Landscape, Inc. submitted the lowest responsible bid in response to the City's Invitation to Bid;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the services agreement with Pat's Tree and Landscape, Inc. included herewith as Attachment 1.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December 2022.

APPROVED:

---

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

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

**CITY OF LAKE FOREST PARK  
SERVICES AGREEMENT  
Agreement Title: 2022-2023 Tree Service**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Pat's Tree and Landscape, Inc. (the "Contractor").

Contractor Business: Pat's Tree and Landscape, Inc.

Contractor Address: PO Box 82514, Kenmore, WA 98028

Contractor Phone: 425-766-4482

Contact Name Patrick See

Contractor e-mail: pseestrees@hotmail.com

Federal Employee ID No.: 473996047

Authorized City Representative for Jeffrey Perrigo  
this contract:

**WHEREAS**, the City requires vendor support to complete routine tree management services and properly solicited bids from tree service providers included in the Municipal Research Service Center (MRSC) roster to contract with the City for these services; and

**WHEREAS**, the Contractor submitted the lowest responsible bid in response to the City's Invitation to Bid;

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

**1. Employment of Contractor.** The City retains the Contractor to provide the services described in Exhibit A incorporated herein, for 2022-2023 Tree Service ("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 Contractor shall perform the Work according to the terms and conditions of this Agreement.

This Agreement shall have an effective date of December 1, 2022.

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 Patrick See. 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 Work Order(s) and it shall be completed no later than December 1, 2024 ("Contract Time") unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Contractor 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 Contractor for the Work in Exhibit A, including all services and expenses, shall not exceed one hundred thousand Dollars (\$100,000.00) as shown on Exhibit B, which shall be full compensation ("Contract Price") for the Exhibit A Work. Contractor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Contractor and sub-contractors.

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

C. Contractor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

D. The City has budgeted for the full Contract Price but does not warrant expressly or by implication that this level of expenditure will occur during the Contract Time. The City does not warrant expressly or by implication that the actual quantities of Work will correspond with the estimated quantities provided in Exhibit B. The actual quantities of Work provided under this Contract may vary substantially from the estimated quantities used to determine the basis of award, and the Contractor is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work performed and the estimated quantities used for purposes of determining the basis of award.

E. Individual work orders issued during the contract, if any, are expected to have a minimum value of five hundred dollars (\$500.00). If the City issues a work order to the Contractor valued less than \$500, the Contractor shall be permitted to negotiate cost premiums applicable to such small quantities of Work with the City prior to beginning work on the work order.

F. Portions of the Work performed within public right of way qualify as exempt from sales tax per Washington State Revenue Rule 171 (WAC 458-20-171). No separate, distinct sales tax monies will be reimbursed to the Contractor for execution of tax-exempt Work.

## 3. Request for Payment.

A. Not more than once every thirty days the Contractor shall send electronically to [ap@cityoffp.gov](mailto:ap@cityoffp.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 Contractor shall submit all reports and other documents specified in Exhibits A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work. If Contractor 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 Contractor's permission shall be at the City's sole risk.

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

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

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Contractor, the Contractor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

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

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

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

## **8. Insurance.**

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

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

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

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

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

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

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

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

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

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

**10. Employment.** The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Contractor shall obtain a City of Lake Forest Park business license before performing any Work.



**13. Compliance with Federal, State and Local Laws.** Contractor 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. Prevailing Wages.** The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**15. Waiver.** Any waiver by the Contractor 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.

**16. 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.

**17. 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 Contractor.

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

**19. Notices.**

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

City of Lake Forest Park  
Attn: Jeffrey Perrigo, Public Works Director  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

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

Pat's Tree and Landscape, Inc.  
Attn: Patrick See  
PO Box 82514  
Kenmore, WA 98028

**20. 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.

**21. 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 Contractor have executed this Agreement on the dates provided below, with an effective date of the contract of December 1, 2023.

|                                                |                    |
|------------------------------------------------|--------------------|
| <b>CITY OF LAKE FOREST PARK<br/>WASHINGTON</b> | <b>CONTRACTOR:</b> |
| By: _____<br>Jeff Johnson, Mayor               | By _____           |
| _____                                          | Its: _____         |
| Date _____                                     | Date: _____        |
| <b>APPROVED AS TO FORM:</b>                    |                    |
| _____                                          |                    |
| Kim Adams Pratt, City Attorney                 |                    |
| Date: _____                                    |                    |

**EXHIBIT A**

EXHIBIT A - SPECIFICATIONS

A. Location

- 1. All Work will be performed within the incorporated limits of the City of Lake Forest Park, WA.
- 2. All Work is expected to occur on public property including City right of way and City-owned parcels. If Work must be performed on private property, the City will obtain Right of Entry from property owners prior to the Contractor’s execution of the Work.
- 3. Work may be required on uneven terrain, steep slopes, and at other locations that may be difficult to access.
- 4. As the Work of this unit price contract is not planned, specific Work sites have not yet been identified. References herein to “Work site” are meant to refer to specific locations identified in Work Orders the City may issue to the Contractor. Each “Work site” includes the total area temporarily occupied by the Contractor during performance of Work.

B. Normal Working Hours

- 1. The normal hours of Work applicable to this contract shall be eight hours per day within a timeframe beginning no earlier than 7:00 AM and ending no later than 5:00 PM. Normal working hours shall also occur Monday to Friday, excluding the following City-observed holidays:

|                             |
|-----------------------------|
| New Year’s Day              |
| Martin Luther King, Jr. Day |
| President’s Day             |
| Memorial Day                |
| Independence Day            |
| Labor Day                   |
| Veterans’ Day               |
| Thanksgiving Day            |
| Day after Thanksgiving      |
| Christmas Day               |

C. General Requirements

- 1. The Contractor shall perform Work in accordance with these General Requirements. Unless stated otherwise, the cost(s) of any sort whatsoever that may be required to conform to these General Requirements shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- 2. The Contractor shall provide supervision of the Work and shall ensure:
  - i. Personnel engaged in the Work shall be qualified and appropriately certified or licensed to perform tasks assigned to them.
  - ii. Crews assigned to perform Work shall be appropriately sized and equipped to complete the Work efficiently and in accordance with contract’s quality, safety, and other requirements.
  - iii. Tools and equipment used to perform Work shall be of sufficient design, size, and condition to complete the Work efficiently and in accordance with contract’s quality, safety, and other requirements.
- 3. The Contractor shall complete Work in conformance to the latest revision of ANSI Z133.1 “American National Standard for Arboricultural Operations - Safety Requirements,” available from the American National Standards Institute, the National

Arborist Association, or the International Society of Arboriculture. Where the standards or practices of ANSI Z133.1 differ from those listed in these specifications, the standards and practices in these specifications shall prevail.

**4. Protection of Work and Property**

- i. The Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- ii. The Contractor shall furnish, install, implement, and maintain all necessary safeguards for protection of human health and safety, property, and the environment during performance of the Work. Required safeguards include, but are not limited to:
  - a. Fences, railing, barricades, lighting, posting of warning signs, and other warnings against hazards.
  - b. Operational and occupational health and safety practices established by industry standards and applicable regulations (e.g. OSHA, WISHA).
  - c. All temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Work site. Temporary traffic control shall comply with the latest revision of Part VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). If the use of traffic control flaggers is required, separate payment for this service shall be made under Bid Item BI #4. Road closures shall not be implemented as a traffic control measure without the City's prior authorization.
- iii. The Contractor shall prevent trees or tree parts from falling and creating damage to adjacent homes driveways, streets, sidewalks, landscaping and other property during Work performed under this contract. Any property damage that results from Work under this Contract shall be remedied by the Contractor.
- iv. The Contractor shall ensure that public or private rights of way affected by the Work are passable at the end of each day before the work crew leaves the Work site unless authorization is given by the City to do otherwise. Contractor shall remove and dispose all brush and other debris caused by the Work performed from streets and sidewalks. Debris removal shall be accomplished by sweeping or other means sufficient to prevent mobilization of debris beyond the Work site by natural or other forces such as wind, stormwater runoff or surface water flows, tracking by vehicles, etc.

**5. Permits**

- i. Contractor shall obtain all required permits from local, state, federal, or other jurisdictional agencies that may exercise authority over the Work. Contractor shall provide evidence of all permit applications, issued permits and approvals to the City upon request.
- ii. Contractor shall submit payment of applicable permit application or issuance fees to jurisdictional agencies and is permitted to invoice the City for reimbursement of this expense. The Contractor's costs to prepare and submit applications, manage and close out issued permits, and perform other

permitting-related services shall be incidental to the Work and not eligible for separate payment. Contractor is advised that the City is exempt from fees associated with City-issued land use permits.

**6. Work Orders**

- i. Following contract execution, the City will authorize completion of limited amounts of Work through the issuance of Work Orders. Work Orders shall describe the scope of Work, the Work site location, and the time allowed to complete the Work ("allotted time"). The City's process for authorizing Work Orders may vary according to the urgency of the Work, as described herein.
- ii. Scheduled Work Orders
  - a. For work that does not require the Contractor's immediate response, the City shall issue a Scheduled Work Order to the Contractor. Upon receipt of the City's Scheduled Work Order, Contractor shall prepare a proposal including the estimated quantity of Work and total price and submit to the City for review and approval prior to beginning work. Proposals shall be itemized per Bid Items (see Section D) and shall note the quantity, unit price, and total price for each type of Bid Item work required.
  - b. If the City approves the Contractor's proposal and authorizes the Contractor to complete the associated Work, the Contractor shall complete the Work within the allotted time and price specified in the Scheduled Work Order and approved proposal, respectively. Contractor shall notify the City as soon as they become aware of any conditions that may prevent the completion of Work within the allotted time or approved price.
- iii. Urgent Work Orders
  - a. The City may issue Urgent Work Orders to the Contractor if their immediate response is necessary to address active or emerging threats to human health, safety, or property, or other impacts and risks. Within one (1) hour of receipt of an Urgent Work Order, the Contractor shall provide to City an appropriately sized and equipped crew of laborers and/or operators. The City's issuance of an Urgent Work Order shall constitute its authorization for the Contractor to proceed with the associated Work.
  - b. The Contractor shall be available to respond to Urgent Work Orders 24 hours per day, 365 days per year.
  - c. For the duration of Urgent Work that occurs during normal working hours, the Contractor will be compensated at the applicable hourly rate(s) for standard Bid Item work established in the Pricing Proposal.
  - d. If Urgent Work occurs outside of normal working hours, or requires the performance of non-standard types of Work, the City may direct the Contractor to proceed with Work on a time and material basis. The Contractor shall submit documentation of all related labor, material, equipment, and other costs with their request for payment for such Work. Any City-approved charges for such Work shall be charged to Bid Item #16 (see Section D) on the Contractor's invoice.

## 7. Inspections and Correction of Work

- i. All Work, all materials, whether incorporated into the Work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of the City, whose representatives shall be the final judge of the quality and consistency with this contract. Should these fail to meet this approval they will be forthwith redone, made good, replaced, and/or covered, as the case may be, by the Contractor at their own expense. Rejected material will be removed immediately from the Work site. If, in the opinion of the City, it is undesirable to correct any defective Work, the compensation to be paid to the Contractor shall be reduced by such amount as in the judgment of the City shall be equitable.

### D. Bid Item Specifications

The Bid Items (BI) described in this section correspond to the Bid Items noted in the Proposal Form in the Invitation to Bid. Contractor shall provide and bear the expense of all labor, supervision, travel, fuel, equipment, materials, tools, and other provisions that may be required to perform BI #1-16 work. Specifications for execution, measurement, and payment of Work are as follows:

#### 1. LABOR BID ITEMS

##### 1.1 BID ITEM #1 – MAINTENANCE TRIMMING & PRUNING LABORER

- i. Description
  - This Bid Item shall include, but not be limited to, the work of a laborer, including supervisors or foremen, to perform maintenance trimming and pruning.
- ii. Execution
  - Remove dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches from the main trunk and/or crown as directed in Work Order.
  - Load removed plant material for hauling.
  - Perform all BI #1 work in conformance to the latest revision of ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".
- iii. Measurement and Payment
  - BI #1 work will be measured and paid per hour of laborer's engagement in BI #1 work at the Work site.

##### 1.2 BID ITEM #2 – TREE FALLING & BUCKING LABORER

- i. Description
  - This Bid Item shall include, but not be limited, the work of a laborer, including supervisors or foremen, to perform falling and bucking of trees of all sizes.
- ii. Execution
  - Remove trees identified in Work Order.
  - Buck felled tree trunks and remove limbs as needed.

- Load removed plant material for hauling.
  - Perform all BI #1 work in conformance to the latest revision of ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".
- iii. Measurement and Payment
- BI #2 work will be measured and paid per hour of laborer's engagement in BI #2 work at the Work site.

### 1.3 BID ITEM #3 – SMALL EQUIPMENT OPERATOR

- i. Description
- This Bid Item shall include, but not be limited to, the work of a qualified operator of small equipment such as chippers, stump grinders, booms of bucket trucks, and other small power equipment, to perform operation of said equipment.
- ii. Execution
- Safely operate equipment to enable or facilitate performance of the Work.
  - Stump grinding work shall be performed as follows:
    - Stumps are to be ground out to a minimum depth of 6" inches below the finish grade of turf. The City may specify alternate grinding depths in Work Orders.
    - All exposed surface roots extending from the stump are to be ground until no longer visible.
    - The Contractor will leave a sufficient supply of chips to backfill the hole at 3" inches above finish grade to allow for settlement. All excess chips will be removed and disposed by the Contractor unless otherwise permitted by the City.
    - Any potential conflicts with utilities either above or below ground are the responsibility of the Contractor to identify prior to excavation. Any utility damage and associated costs resulting from stump grinding are the responsibility of the Contractor.
  - Perform all BI #1 work in conformance to the latest revision of ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".
- iii. Measurement and Payment
- BI #3 work will be measured and paid per hour of operator's engagement in BI #3 work at the Work site.

### 1.4 BID ITEM #4 – LARGE EQUIPMENT OPERATOR

- i. Description
- This Bid Item shall include, but not be limited to, the work of a qualified operator of large equipment such as dump trucks, bucket trucks, cranes, backhoes, excavators, and other large power equipment to operate said equipment.



- ii. Execution
  - Safely operate equipment to enable or facilitate performance of the Work.
- iii. Measurement and Payment
  - BI #4 work will be measured and paid per hour of operator's engagement in BI #4 work at the Work site.

#### 1.5 BID ITEM #5 – TRAFFIC CONTROL FLAGGER

- i. Description
  - This Bid Item shall include, but not be limited, the work of a flagger to provided traffic control flagging.
- ii. Execution
  - Provide work zone temporary traffic control flagging and assist work crews in setting up temporary traffic control devices.
  - Perform all BI #5 work as required by WAC 296- 155-305 and the MUTCD.
- iii. Measurement and Payment
  - BI #5 work will be measured and paid per hour of flagger's engagement in BI #5 work at the Work site.

### 2. EQUIPMENT BID ITEMS

The bid items in this section include the Contractor's operation of various types of power equipment supporting Work at the Work site. All equipment bid items shall be measured and paid per hour of equipment operation directly supporting Work at the Work site.

- 2.1 BID ITEM #6 – STUMP GRINDER
- 2.2 BID ITEM #7 – CHIPPER
- 2.3 BID ITEM #8 – BUCKET TRUCK
- 2.4 BID ITEM #9 – PICKUP TRUCK WITH DUMP BED (MINIMUM 0.5 CUBIC YARD CAPACITY)
- 2.5 BID ITEM #10 – DUMP TRUCK (MINIMUM 5 CUBIC YARD CAPACITY)
- 2.6 BID ITEM #11 – KNUCKLE BOOM CRANE (MAXIMUM 10 TON CAPACITY)
- 2.7 BID ITEM #12 – MINI EXCAVATOR
- 2.8 BID ITEM #13 – MID-SIZED EXCAVATOR (E.G. JOHN DEER 130 SERIES)
- 2.9 BID ITEM #14 – UTILITY SERVICE TRUCK
- 2.10 BID ITEM #15 – CHIP TRUCK

### 3. NON-STANDARD BID ITEMS

- 3.1 BID ITEM #16 – NEGOTIATED WORK
  - i. Description
    - This bid item shall be used to support the cost of work that does not fit the description of standard Bid Items #1-15 and which the City determines to be necessary to complete a Work Order.

ii. Execution

- Requirements for execution of BI #16 work shall be established in Work Orders.

iii. Measurement and Payment

- BI #16 work will be paid by lump sum.
- The Contractor shall submit documentation of all labor, material, equipment, and other costs required to complete BI #16 work described in Work Orders. Documentation shall be submitted with the Contractor's proposal for Scheduled Work Orders, or with the Contractor's request for payment of Urgent Work that the City may have authorized to proceed on a time and material basis.
- For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for "Negotiated Work" in the Proposal Form to become a part of the total Bid.

**EXHIBIT B**

## ATTACHMENT 1 – PROPOSAL FORM

BID TO: CITY OF LAKE FOREST PARK

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Invitation to Bid to perform the Work as specified or indicated in said Invitation to Bid entitled "2022-2023 Tree Service."
2. Bidder accepts all the terms and conditions of the Contract Documents including, without limitation, those in the Invitation to Bid and Instructions to Bidders.
3. Bidder has examined the Invitation to Bid including the following addenda (receipt of all of which is hereby acknowledged):

|        |            |      |                   |
|--------|------------|------|-------------------|
| Number | <u>n/a</u> | Date | <u>11/29/2022</u> |
|        | <u>n/a</u> | Date | <u>11/29/2022</u> |

(Failure to acknowledge addenda may render the Bid non-responsive and may be cause for its rejection.)

4. The CITY reserves the right to delete any or all portions of the Work.
5. Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work required, the Site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the other conditions which may affect cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid forms contained in this Bid, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Price(s) set forth in the Bid Schedule.

Dated: 11/29/2022

Bidder: Pats Trees and Landscape Inc  
(Print Company Name)

By: [Signature]  
(Authorized Signature)

Patrick W See  
(Print Signer Name)

Title: Manager

Address: P.O. BOX 82514 Kenmore WA 98028-514

E-mail Address: PSeesTrees@hotmail.com

## PROPOSAL FORM (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "2022-2023 Tree Service", the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that Bid item, regardless of what has been placed in the Extended Price column. Do not include Washington State sales tax in any price specified on the Proposal Form. **Bidders are advised that portions of the Work performed within public right of way qualify as exempt from retail sales tax per Washington State Revenue Rule 171 (WAC 458-20-171). No separate, distinct sales tax monies will be reimbursed to the Contractor for execution of tax-exempt Work.**

| BID SCHEDULE               |                                                                 |                |            |               |                |
|----------------------------|-----------------------------------------------------------------|----------------|------------|---------------|----------------|
|                            |                                                                 | CONTRACTOR BID |            |               |                |
| BID ITEM                   | DESCRIPTION                                                     | UNITS          | UNIT PRICE | ESTIMATED QTY | EXTENDED PRICE |
| <b>Labor Bid Items</b>     |                                                                 |                |            |               |                |
| BI #1                      | Maintenance Trimming & Pruning Laborer                          | HR             | \$ 112.50  | 100           | \$ 146.85      |
| BI #2                      | Tree Falling & Bucking Laborer                                  | HR             | \$ 112.50  | 100           | \$ 146.85      |
| BI #3                      | Small Equipment Operator                                        | HR             | \$ 112.50  | 100           | \$ 146.85      |
| BI #4                      | Large Equipment Operator                                        | HR             | \$ 116.00  | 80            | \$ 159.50      |
| BI #5                      | Traffic Control Flagger                                         | HR             | \$ 112.50  | 40            | \$ 146.85      |
| <b>Equipment Bid Items</b> |                                                                 |                |            |               |                |
| BI #6                      | Stump Grinder                                                   | HR             | \$ 40.00   | 40            | \$ 40.00       |
| BI #7                      | Chipper                                                         | HR             | \$ 40.00   | 80            | \$ 40.00       |
| BI #8                      | Bucket Truck                                                    | HR             | \$ 85.00   | 80            | \$ 85.00       |
| BI #9                      | Pickup Truck With Dump Bed<br>(Minimum 0.5 Cubic Yard Capacity) | HR             | \$ 30.00   | 80            | \$ 30.00       |

## PROPOSAL FORM (continued)

| BID SCHEDULE (continued)                                      |                                                    |                |             |               |                |
|---------------------------------------------------------------|----------------------------------------------------|----------------|-------------|---------------|----------------|
|                                                               |                                                    | CONTRACTOR BID |             |               |                |
| BID ITEM                                                      | DESCRIPTION                                        | UNITS          | UNIT PRICE  | ESTIMATED QTY | EXTENDED PRICE |
| BI #10                                                        | Dump Truck<br>(Minimum 5 Cubic Yard Capacity)      | HR             | \$ 75.00    | 40            | \$ 75.00       |
| BI #11                                                        | Knuckle Boom Crane<br>(Maximum 10 Ton Capacity)    | HR             | \$ 105.00   | 40            | \$ 105.00      |
| BI #12                                                        | Mini Excavator                                     | HR             | \$ 60.00    | 40            | \$ 60.00       |
| BI #13                                                        | Mid-Sized Excavator<br>(E.G. John Deer 130 Series) | HR             | \$ 99.50    | 40            | \$ 99.50       |
| BI #14                                                        | Utility Service Truck                              | HR             | \$ 45.00    | 40            | \$ 45.00       |
| BI #15                                                        | Chip Truck                                         | HR             | \$ 75.00    | 40            | \$ 75.00       |
| <b>Non-standard Bid Items</b>                                 |                                                    |                |             |               |                |
| BI #16                                                        | Negotiated Work                                    | LS             | \$15,000.00 | 1             | \$15,000.00    |
| <b>TOTAL PRICE</b><br>(sum of EXTENDED PRICE subtotals above) |                                                    |                |             |               |                |

| KEY |          |
|-----|----------|
| QTY | Quantity |
| LS  | Lump Sum |
| HR  | Hour     |



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

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|                               |                                                                                                                     |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                                                    |
| <b>Originating Department</b> | Public Works Department                                                                                             |
| <b>Contact Person</b>         | Jeffrey Perrigo, Public Works Director                                                                              |
| <b>Title</b>                  | Ordinance 1260/Amending Chapter 15.06 of the Lake Forest Park Municipal Code related to building permit expirations |

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#### Legislative History

- First Presentation - November 10, 2022, Work Session
  - Action – December 8, 2022, Regular Meeting
- 

#### Attachments:

1. Ordinance 1260 amending 15.06.245
- 

#### Executive Summary

The Public Works Department seeks to amend LFPMC 15.06.245 permit expiration periods from one year to six months with an extension provision.

#### Background

The Public Works Department provides oversight and safety for the residents of the City by ensuring that all mechanical, plumbing, and building construction conforms to the appropriate codes for the safety and welfare of our residents. This includes the permitting and inspection of all work pertaining to residential and commercial building construction.

Though most permittees begin their work within the first 180 days of acquiring their permit, the current code, under certain circumstances, allows permits to be active for up to three years from the date of issuance. In 2022, the City is on pace to issue approximately 700 permits. Given the number of permits, the amount of related documentation associated with each permit, and the small size of our staff, it is imperative that the number of active permits is kept to a manageable size. By encouraging permittees to act timely with their requests, the level of service to our residents and our internal efficiency will be more aligned.

## Fiscal & Policy Implications

These ordinances will adjust the permitting expiration period to timeframes that will maintain the level of service without impacting the department's budget.

## Alternatives

| <i><b>Options</b></i>                                                        | <i><b>Results</b></i>                                                                                           |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Approve the Ordinance</li> </ul>    | Adjust the permitting expiration period to maintain a manageable number of active permits and level of service. |
| <ul style="list-style-type: none"> <li>• Disapprove the Ordinance</li> </ul> | Staff may not be able to maintain current levels of service.                                                    |

## Staff Recommendation

Move to approve Ordinance 1260, amending the building permit expiration period.



## ORDINANCE NO. 1260

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 15.06 OF THE LAKE FOREST PARK MUNICIPAL CODE, CONSTRUCTION ADMINISTRATIVE CODE, AMENDING THE PERIOD FOR PERMIT EXPIRATION, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, in 2004, the City Council adopted chapter 15.06 in the Lake Forest Park Municipal Code ("LFPMC"), Construction Administrative Code, by Ordinance 910; and

**WHEREAS**, chapter 15.06 establishes the administrative, organizational, and enforcement rules and regulations for the administration of the City's Building Code; and

**WHEREAS**, section 15.06.245 of the LFPMC currently provides that every building permit issued shall expire one year from the date of issuance; and

**WHEREAS**, the proposed amendment would reduce the expiration period to six months.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 15.06.245 LFPMC, Permit Expiration, as follows:

**LFPMC 15.06.245 Permit expiration.**

A. Every building permit issued shall expire 180 days ~~one year~~ from the date of issuance unless extended in writing by the Building Official. Prior to initial issuance, ~~The Building inspector Official~~ is authorized to approve a request for an extended expiration date, up to 180 days, where a construction schedule is provided by the applicant and approved prior to permit issuance. Provided, however, e ~~Every building permit shall expires no later than 360 days from the date of issuance.~~

B. Prior to expiration, a ~~Every building permit which has not been expired for less than one year~~ may be renewed for a period of 180 days ~~one year~~ for an additional fee provided as long as no changes have been made to the originally approved plans. No permit shall be renewed more than once. For permits that have ~~been expired for longer~~

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~~than one year~~, a new permit must be obtained, and full new fees paid. Every building permit shall expires no later than 360 days from the date of issuance.

C. Electrical, mechanical, and plumbing permits shall expire at the same time as the associated building permit except that if no associated building permit is issued, the mechanical and/or plumbing permit shall expire 180 days from issuance.

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

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

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

**APPROVED BY A MAJORITY** the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

**Meeting Date** December 8, 2022 Regular Meeting

**Originating Department** Public Works

**Contact Person** Jeff Perrigo, Public Works Director

**Title** Ordinance 1261/Adopting the Compost Procurement Policy

#### Legislative History

- First Presentation December 8, 2022 Regular Meeting
- Action December 8, 2022 Regular Meeting

#### Attachments:

1. Ordinance 1261

#### Executive Summary

The Washington State Legislature adopted RCW 43.19A.150, requiring cities with curbside organics collection services to adopt a compost procurement policy by January 1, 2023. The proposed policy directs how the City will use compost and gives priority to purchasing locally sourced compost. Another key area of the policy is an education program to inform the citizens of Lake Forest Park about the benefits of composting and how the City uses compost. Given the upcoming adoption deadline, the Department asks that action be taken at this meeting.

#### Fiscal & Policy Implications

The City must report to the Department of Ecology the previous year's compost procurement activities.

#### Alternatives

| <i>Options</i>                                            | <i>Results</i>                                                    |
|-----------------------------------------------------------|-------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Adopt</li> </ul> | The compost procurement policy will be adopted per state statute. |

- No Action

The Department can make revisions to the proposed policy based on Council's direction and present same to Council in 2023.

### **Staff Recommendation**

Move to adopt Ordinance 1261, adopting a compost procurement policy for the City.

**ORDINANCE NO. 1261****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY REGARDING COMPOST USE, PROCUREMENT, EDUCATION, AND REPORTING AS PROVIDED IN RCW 43.19A.150; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

---

**WHEREAS**, in 2022, the Washington State Legislature adopted RCW 43.19A.150, requiring many cities to adopt a compost procurement ordinance by January 1, 2023; and

**WHEREAS**, the City of Lake Forest Park is required to adopt such an ordinance because it has curbside organics collection services; and

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

Section 1. ADOPT POLICIES. The City Council of the City of Lake Forest Park hereby adopts the following policies regarding compost use, procurement, education, and reporting:

**A. City use of compost.**

1. The City shall plan for the use of compost where practicable and feasible in its City maintained landscaping areas, construction project soil amendments; and postconstruction soil amendments.
2. The City shall plan for the use of compost where practicable and feasible to prevent erosion and promote vegetation growth.
3. The City shall plan for use of compost where practicable and feasible to improve the stability and longevity of City rights-of-way.
4. Consistent with the adopted Surface Water Design Manual and National Pollutant Discharge Elimination System (NPDES) Phase II Permit, the City shall plan for use of compost to filter stormwater runoff, and for use in low-impact development and green infrastructure to filter pollutants and keep water on-site.

**B. Priority purchasing.**

The City shall give priority to purchasing compost products from companies that satisfy the following:

1. produce compost products locally,
2. are certified by a nationally recognized organization,
3. produce compost products that are derived from municipal solid waste compost programs, and

4. meet quality standards adopted by the Washington State Department of Transportation or adopted by rule by the Washington State Department of Ecology.

**C. Education.**

The City shall develop and implement strategies to inform Lake Forest Park residents about the value of compost, how the City uses compost in its operations, and how the City uses compost consistently with the solid waste management plan.

**D. Reporting.**

Pursuant to RCW 43.19A.150, the City shall report to the State of Washington Department of Ecology the City's previous year's compost procurement activities.

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

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

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

**APPROVED BY A MAJORITY** the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_





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

|                               |                                                                                              |
|-------------------------------|----------------------------------------------------------------------------------------------|
| <b>Meeting Date</b>           | December 8, 2022                                                                             |
| <b>Originating Department</b> | Municipal Services                                                                           |
| <b>Contact Person</b>         | Matt McLean, City Clerk                                                                      |
| <b>Title</b>                  | Resolution 1880/Adopting the City of Lake Forest Park City Council Meeting Calendar for 2023 |

## Legislative History

- Introduction and Action
- December 8, 2022

**Attachments:**

1. Resolution 1880
2. Exhibit A to Resolution 1880 – List of 2023 City Council and Committee Meeting Dates

## Executive Summary

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

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

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

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

**Background**

To ensure that the Council, Administration, and the public understand when meetings will be held throughout the coming year, the attached meeting schedule confirms and sets dates for Work Sessions, Regular Business meetings, Committee of the Whole meetings, and Budget and Finance Committee meetings. For the upcoming year, two meetings are affected by a holiday. The February 20 Committee of the Whole meeting (Presidents Day) and the June 19 Committee of the Whole meeting (Juneteenth). If the Council desires to include a date for each of those meetings, options are February 13 and February 27 and June 12 and 26, respectively.

**Fiscal & Policy Implications**

N/A

**Staff Recommendation**

Approve Resolution 1880, adopting the 2023 City of Lake Forest Park City Council meeting calendar. As this is a routine, annual item, staff requests a waiver of the three-touch rule.

**RESOLUTION NO. 1880****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, ADOPTING THE  
2023 CITY COUNCIL MEETING CALENDAR**

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

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

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

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

Section 1. ADOPTED. The City Council of the City of Lake Forest Park hereby adopts the City Council meeting calendar for the 2023 calendar year, attached hereto as Exhibit A, and reserves the right to amend and readopt if from time to time.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McMcLean  
City Clerk

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

**2023 Schedule for City Council Meetings**

January 12, 2023 Work Session  
January 12, 2023 Regular Business Meeting  
January 19, 2023 Council Budget and Finance Committee  
January 23, 2023 Committee of the Whole  
January 26, 2023 Regular Business Meeting

February 9, 2023 Work Session  
February 9, 2023 Regular Business Meeting  
February 16, 2023 Council Budget and Finance Committee  
February 20, 2023 Committee of the Whole - Canceled (President's Day Holiday-City Hall closed)  
February 23, 2023 Regular Business Meeting

March 9, 2023 Work Session  
March 9, 2023 Regular Business Meeting  
March 16, 2023 Council Budget and Finance Committee  
March 20, 2023 Committee of the Whole  
March 23, 2023 Regular Business Meeting

April 13, 2023 Work Session  
April 13, 2023 Regular Business Meeting  
April 20, 2023 Council Budget and Finance Committee  
April 24, 2023 Committee of the Whole  
April 27, 2023 Regular Business Meeting

May 11, 2023 Work Session  
May 11, 2023 Regular Business Meeting  
May 18, 2023 Council Budget and Finance Committee  
May 22, 2023 Committee of the Whole  
May 25, 2023 Regular Business Meeting

June 8, 2023 Work Session  
June 8, 2023 Regular Business Meeting  
June 15, 2023 Council Budget and Finance Committee  
June 19, 2023 Committee of the Whole – canceled (Juneteenth—City Hall closed)  
June 22, 2023 Regular Business Meeting

## EXHIBIT A to Resolution 1880

Section 7, Item K.

July 13, 2023 Work Session  
July 13, 2023 Regular Business Meeting  
July 20, 2023 Council Budget and Finance Committee  
July 24, 2023 Committee of the Whole  
July 27, 2023 Regular Business Meeting

August 10, 2023 Work Session  
August 10, 2023 Regular Business Meeting  
August 17, 2023 Council Budget and Finance Committee  
August 21, 2023 Committee of the Whole  
August 24, 2023 Regular Business Meeting

September 14, 2023 Work Session  
September 14, 2023 Regular Business Meeting  
September 21, 2023 Council Budget and Finance Committee  
September 25, 2023 Committee of the Whole  
September 28, 2023 Regular Business Meeting

October 12, 2023 Work Session  
October 12, 2023 Regular Business Meeting  
October 19, 2023 Council Budget and Finance Committee  
October 23, 2023 Committee of the Whole  
October 26, 2023 Regular Business Meeting

November 9, 2023 Work Session  
November 9, 2023 Regular Council Meeting  
November 16, 2023 Council Budget and Finance Committee

December 14, 2023 Work Session  
December 14, 2023 Regular Business Meeting  
December 21, 2023 Council Budget and Finance Committee

## City Administrator Report

### City of Lake Forest Park

Date: December 8, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson  
Leadership Team

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The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

#### **I. Intergovernmental and local issues update.**

##### **News release from 11/29 - Five Northend Cities Form New Regional Crisis Response Agency**

The City Councils of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline this month each adopted a partner agreement to form a new Regional Crisis Response (RCR) Agency. The signed Interlocal (ILA) agreement merges the North Sound RADAR (Response Awareness, De-Escalation, and Referral) Navigator program with Kirkland's Community Responder program to form a new entity to provide community mobile crisis response services to all five cities.

"Cities in the North Puget Sound region came together to find a coordinated solution for providing much-needed behavioral help resources to those in crisis," said Lake Forest Park Deputy Mayor Thomas French. "This regional agency will help find the appropriate support in situations involving behavioral health challenges while reducing the burden on law enforcement as the principal responders. This collaboration to provide mental health support in the North Puget Sound region is a huge step forward for those in need."

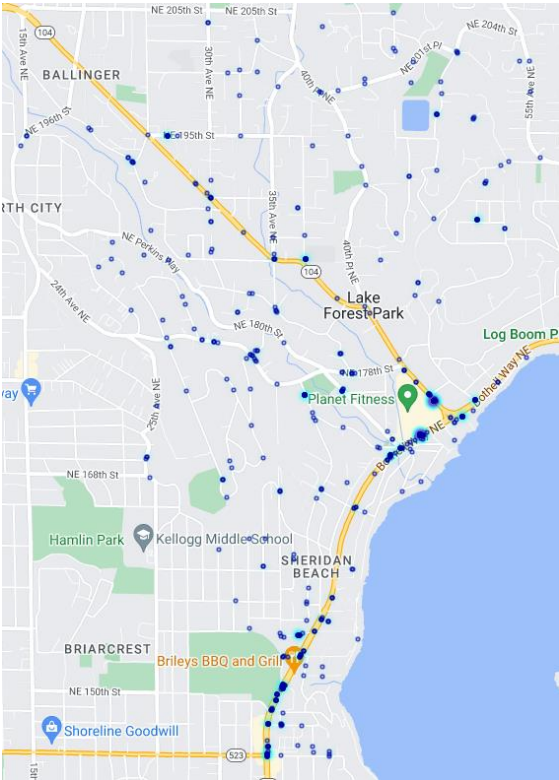
The RCR Agency will have 13 total staff, including ten Mental Health Professional Community Responders, which will enhance public health, safety, and emergency response services, including crisis response awareness, support, and resource referral for community members experiencing behavioral health issues across the five-city region.

The new agency will be jointly governed and funded by the partner cities. Supplemental funding support will also come from King County's Mental Illness Drug Dependency (MIDD) levy

and other grants. The City of Kirkland will serve as the administrative host of the program. The initial term of the agreement is for four years and includes the option for neighboring jurisdictions to join after the first year of operation.

The new RCR Agency will begin formal operations at the end of the first quarter of 2023. In the meantime, existing RADAR and Community Responder staff will continue to respond to calls in their respective communities.

Police Department



Police incidents heatmap for  
November 2022:

Each blue dot is an incident generated by dispatch or an officer. This map represents 711 incidents in November.

Notable Calls/Incidents:

| Type                     | Calls |
|--------------------------|-------|
| Suspicious Circumstances | 75    |
| Hazard                   | 28    |
| Welfare Check            | 20    |
| Alarm                    | 14    |
| Theft                    | 13    |
| Traffic Accident         | 12    |
| Parking                  | 12    |
| Disturbance              | 11    |
| Subject Stop             | 10    |
| Malicious Mischief       | 9     |
| Vehicle Prowl            | 9     |

Notable Calls

On 11-04-22, Officers responded to a domestic violence call. The caller stated her husband slapped her in the face during an argument. Officers found history of domestic calls at the residence. Officers completed an investigation and sent assault charges to the spouse.

Officers arrested a suspect in a theft at Ross. The suspect admitted stealing clothing, hats, and shoes from the store. The suspect was found in possession of a bottle of Smirnoff Vodka with a partially attached broken Rite-Aid security lock. The suspect claimed that he purchased the vodka. When the questioned further, he said he bought it from someone else who had stolen it.



On 11-05-22, a strong windstorm went through our city. Officers and Public Works crews worked through the night and day conducting traffic control and street closures. Officers also responded to several traffic collisions, two DUI investigations and arrests during the storm and power outage.



Officers responded to three death investigations over the last two weeks, consisting of medical conditions, two calls were CPR, and an AED were utilized.

On 11-16-22, a fight occurred at Ballinger Estates between two tenants. One of the tenants was playing loud music, which was reported as being a constant issue over several months. The other tenant knocked on the door to ask the male occupant to turn down the music. The subject initially threw something at the door, which the complainant then opened. The tenant immediately attacked the complainant inside his apartment. The victim stated said he was punched in the head three times and knocked to the floor by the suspect. The victim stated he was able to get up and the suspect then chased him down the hallway. The victim stated that as he was chased, the suspect told him he had a gun and threatened to shoot him. The specific threat was he would “make me bleed” the next time. The suspect was arrested for assault.

A small child called 911 to say hi to the police. Ofc. Carlsrud had conversation on how to use 911 and invited him to come by the police station one day to say hi.



An officer located a lost dog. The officer called the number on the collar and eventually received a call-back from the dog owner and claimed her dog. The dog had bolted after a deer and was separated from its owner.

Officers were dispatched to a possible fight, the reporting person (RP) stated they heard a fight and yelling. The RP stated he heard someone say "come outside, you're dead" outside his bedroom door. Officers investigated determining there was no fight. Another tenant was woken up by officers, who indicated there was no sign of disturbance within the residence.

A husband called reporting his wife had been missing for a several hours. Officers located the wife in the backyard where she had fallen, injuring her shoulder. The husband stated his wife suffers from dementia. Shoreline Fire provided husband with resources.

Det. Teschlog responded to Lake Forest Park Elementary School for a malicious mischief report. Principal Minor advised that sometime over the weekend someone had damaged roofing material at the school and had burned some signage. She then advised that two staff members had signed in at the school the day before and had observed an unknown number of juveniles on the roof. The staff scared them off but did not call the police. They believed the unidentified juveniles caused the damage.

An officer contacted two subjects washing a truck at Subaru's only. The truck had no license or vehicle ID. One subject stayed and spoke with officers, the second walked away. Officers arrested the subject on a Lynwood warrant and issued him a trespass warning from Subaru's Only. The vehicle was impounded for VIN verification, and later confirmed stolen out of Marysville. The vehicle had catalytic converter cutting tools inside the cab along with stolen mail.

Officers responded to a possible fight at Deja Vu. A subject was reportedly becoming aggressive and had attacked a staff member. Officers determined the subject had been involved in an altercation with security. At the businesses request the subject was issued a trespass warning and escorted from the property.

An unknow subject detonated a battery of commercial grade fireworks in the parking lot of city hall. They were positioned to fire directly into a stand of trees and within feet of a motorhome. Officers collected the spent fireworks for fingerprint processing and collected video surveillance of the incident. The investigation is ongoing.

Officers contacted a subject in a motorhome in the parking lot of the mall. It was determined the owner works a business at the mall. The owner stated they are homeless other than the motorhome. Resource/housing assistance information provided.

In the Sheridan Heights neighborhood, a resident reported an unknown person/s had removed and stolen a catalytic converter from their vehicle sometime overnight.

On November 29, a snowstorm came through LFP.

An approximately 60-foot Douglas fir fell in the 19200 block of Lago taking out a fence, and two service lines. The tree also struck a willow tree bringing it down near a house.

Night shift had a busy night with the storm while at minimum staffing of officers Benson and Carlsrud. Multiple trees came down, power went out several times, and a patrol car was nearly crushed by a tree while officer was at another fallen tree call. Both 40th Avenue NE and NE 197th Streets were essentially shut down due to fallen trees. Night shift estimated up to 6 inches of snow fell in about a 4-hour period (suspected thunder snow). It's believed there are several houses on 40th that are possibly damaged.

Power lines and trees down on 25th from 178th to 168th (Shoreline issue) and NE 198th Street was blocked by a small tree.



### Lake Forest Park Police Department Pink Patch Project - 2022



October is Breast Cancer Awareness month. In partnership with agencies across the country LFPPD participates in the **Pink Patch Project** to bring awareness to the fight against breast cancer. With the sale of our pink patches and pink coins we strive to bring support to organizations helping those affected by this devastating disease.

October was Breast Cancer Awareness month. The Pink Patch Project brought in \$775 from patches and coins. The North Sound Police Foundation donated an additional \$225 for a **\$1000 donation to the Seattle Cancer Care Alliance**

Thank you to all that donated!

November 11 was Veterans Day. Lake Forest Park Police Department acknowledged and thanked our current and former employees who have served in the armed forces.

- Scott Benjamin US Navy
- Jason Becker US Army
- Jess Brecht US Coast Guard
- George Coleman US Navy
- Jason Czebotar US Army Reserve
- Maurice Parrish US Air Force/Washington Air National Guard
- Bill Wieghat US Army
- Diego Zanella Italian Special Forces
- Beau Zelenock US Marines
- Kevin Lowery (Emergency Management) – Coast Guard

Retired staff members:

- Bill Miller US Air Force
- Ron Seguin US Army
- Greg Stankatis US Army/US Coast Guard Reserve
- Greg Ward US Army



Of the 24 department staff members, 40% are veterans who proudly served in their nations' military branches.



Lt. Zanella instructed an active shooter training class for the Municipal Court employees. The program models the CRASE (Civilian Response to Active Shooter Events) class.

**Shop with a Cop is December 22!**

Shop with a Cop is an annual event which pairs approximately 10 underprivileged students with LFPPD and local officers for a shopping trip leading up to Christmas. With a large donation from the LFP Rotary Club, the goal is to promote community and public relations while also instilling in each child a positive experience with law enforcement.

**II. Internal City Information****New City Arborist**

Hannah Swanson has accepted the City's offer and will start as City Arborist on Monday, December 5. Most recently, Hannah was employed by Seattle Tree Care for over five years, initially as Permit Specialist and then as Operations Manager. She has an undergraduate degree in Ecology from Seattle Pacific University.

**III. Council Information****IV. Response to Citizen and Council Comments****V. Contract Reporting**

Nothing to report.

**VI. Legislative Update**

**VII. Community Events****VIII. Upcoming City Sponsored Events****IX. Meetings Calendar****[Planning Commission Meeting \(hybrid meeting\)](#)**

December 13, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

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

December 15, 2022, 6:00 PM - 7:30 PM @ City Hall and via Zoom

**[City Hall Closed \(Christmas Day Holiday/Observed\)](#)**

December 26, 2022, 9:00 AM - 5:00 PM

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

December 28, 2022, 7:00 PM - 8:30 PM @ City Hall and via Zoom