



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, May 25, 2023 at 7:00 PM

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

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/81818729914>
Call into Webinar: 253-215-8782 | Webinar ID: 818 1872 9914

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. National Gun Violence Awareness Day

B. Pride Month

5. FINAL CONFIRMATION

A. Parks and Recreation Advisory Board

- Steve Feth, Position 3, term to expire 2/28/2025

6. 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.***

7. CONSENT CALENDAR

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

A. May 11, 2023 City Council Work Session Minutes

B. May 11, 2023 City Council Regular Meeting Minutes

C. City Expenditures for the Period Ending May 25, 2023

D. Resolution 23-1899/Authorizing the Mayor to Sign the Amendment between the State of Washington Recreation and Conservation Office and the City of Lake Forest Park for Increased Acquisition and Demolition Funding for the Lakefront Property

8. ORDINANCES AND RESOLUTIONS FOR ACTION

A. Resolution 23-1898/Authorizing the Mayor to Sign a Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild

B. Ordinance 23-1266/Amending the 2023 Budgeted Positions and Salary Schedule incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget.

9. COUNCIL DISCUSSION AND ACTION

10. OTHER BUSINESS

11. COUNCIL COMMITTEE REPORTS

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

12. ADJOURN

FUTURE SCHEDULE

- Monday, May 29, 2023 City Offices Closed in Observance of Memorial Day
- Thursday, June 8, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, June 8, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, June 15, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, June 19, 2023 City Offices Closed in Observance of Juneteenth
- Thursday, June 22, 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.



PROCLAMATION

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Washington State averages 853 gun deaths every year, with a rate of 10.8 deaths per 100,000 people, a crisis that costs the State \$11.9 billion each year, of which \$171.7 million is paid by taxpayers. Washington State has the 40th highest rate of gun deaths in the US; and

WHEREAS, cities across the nation, including Lake Forest Park, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on what would be her 26th birthday, June 2, 2023, people in the United States will recognize National Gun Violence Awareness Day and wear orange in a tribute to her and other victims of gun violence and the loved ones of those victims; and

WHEREAS, a group of Hadiya's friends, asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join Hadiya's friends in this campaign by pledging to wear orange on the first Friday of June each year to help raise awareness about gun violence and honor the lives of victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 2, 2023, as

National Gun Violence Awareness Day

Signed this 25th day of May, 2023.

Jeff R. Johnson, Mayor



PROCLAMATION

PRIDE MONTH

WHEREAS, the Lesbian, Gay, Bisexual, Transgender, and Queer+ (LGBTQ+) communities of the greater Puget Sound area are an integral part of the vibrant culture and climate of our area; and

WHEREAS, the diverse LGBTQ+ communities continue to contribute to widespread academic, economic, artistic, and social spheres within and around our city; and

WHEREAS, the month of June was designated *Pride Month* to commemorate the Stonewall Riots which occurred in June of 1969 and are generally recognized as the catalyst of the LGBTQ+ rights movement; and

WHEREAS, the LGBTQ+ communities of Puget Sound have thoughtfully organized numerous workshops, sporting events, receptions, festivals, concerts, plays, dances, and a host of other inspired activities to participate in during the celebration of *Pride Month*; and

WHEREAS, the City of Lake Forest Park remains committed to protecting the civil rights of LGTBQ+ communities, as the power and purpose of this iconic event proves vital in our unified effort to forge a more open and just society; and

WHEREAS, the active and involved Lesbian, Gay, Bisexual, Transgender, and Queer+ people and families make an indelible impact upon the quality of life in the Puget Sound, and *Pride Month* serves as a call to our collective consciousness to persist in the fight to eradicate prejudice and discrimination everywhere.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park proclaim June 2023 to be

PRIDE MONTH

in Lake Forest Park and encourage all citizens to recognize the enduring efforts and ongoing contributions of the Lesbian, Gay, Bisexual, Transgender, and Queer+ communities to our city and to our country.

Signed this 25th day of May, 2023.

Jeff Johnson, Mayor

LAKE FOREST PARK

Washington

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

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

Submission information

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

Submitted by Visitor (not verified)

Mon, 05/08/2023 - 9:04pm

97.113.69.142

First Name

Steve

Last Name

Feth

Home Address

Mailing Address (if different from above)

Phone Number

Do you own property in Lake Forest Park?

Yes

Email

Board, Commission, Committee

Parks and Recreation Advisory Board

Years a Resident of this Municipality

3

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

20+ years working in a professional environment working with long term planning and budgeting for Recreational Equipment Inc. (REI). Broad experience across many divisions in the company with a focus on financial inputs and outcomes.

Current or Prior Experience on Boards/Commissions/Committees

Board member for Bureau of Fearless Ideas, mainly supporting disadvantaged youth for afterschool tutoring. I was also on the finance committee of Westside Baby supporting diaper distribution to those in need.

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups- provide dates)**Reasons for Wanting to Serve**

I appreciate community and giving back where I can support and be of service. My family moved to Lake Forest Park during covid after 20 years in West Seattle and appreciate the intentionality the city seems to put into how they think about community. I would like to learn more about how the city functions while finding ways to support it along the way. We are frequent visitors to the parks and I have reviewed the minutes from the meetings.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

[steve_feth_cv.pdf](#) [2]

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

Source URL:<https://lakeforestpark-wa.municodemeetings.com/node/791/submission/77>

Links

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

Professional and Personal Profile

20+ years of Merchandising Leadership including Financial Planning, Assortment Planning, Buying, Marketing, Private Label and System Implementation. I have led buying/replenishment teams, financial planners, system implementation groups and restructured teams for more effective execution.

Through my work and volunteer experience I have had a strong dedication to community. I have selected community affiliations with a directed focus on helping disadvantaged children.

Professional Experience

Recreational Equipment Inc. (REI)

1998 – Present

Director of Planning and Replenishment

- **Lead team of 25 managers and analysts in support of forecasting, planning and replenishment to 175 locations**

Director of Product Strategy

- Led REI's Assortment Planning, New Store and Local Strategy and Analytics teams
- Led strategies for assorting to 162 locations for Merchandising leveraging customer data
- Developed Outlet strategy to deliver a 19% CAGR through 2018
- Restructured the Merchant buying team defining vendor and assortment matrix
- Defined pricing and promotional strategies that led to the most profitable year in Outlet history for 4 consecutive years

REI Senior Manager of Merchandise Planning

2011 - 2014

- Lead Category Planning Managers to create and manage sales, inventory and margin goals, including open-to-buy management for \$1B in sales
- Establish annual goals to support strategic growth plans through strategic partnership with Divisional Vice Presidents (GMMS)
- Led budget scenarios QBRs with Executive Leadership, setting REI's sales, margin and inventory goals for annual and five-year planning of \$2B in annual sales across 140+ locations and rei.com
- Lead Location and Merchandise Planning teams

REI Financial Planning Implementation Manager

2010 – 2011

- Led the first implementation of Merchandise Financial Planning SAP software in the United States

- Managed design and development team of REI employees and external consultants
- Set the requirements for the financial planning application with SAP Corporate in Germany.

REI Product Manager

2006 – 2010

- Managed assortment, product selection and marketing of businesses totaling \$60M in annual sales
- Proven track record for driving assortment and industry changes to exceed sales and margin goals in every year. CAGR exceeded company growth by 50%.

The Bon Marche (Macy's)

Seattle WA

Merchandise Planner

The Bon-Ton Stores, Inc.

York PA

Merchandise Planner

Community Affiliations

Bureau of Fearless Ideas

Board Member

2014-2017

826 Seattle is a non-profit tutoring center dedicated to helping youth improve their writing skills and to helping teachers inspire their students to write

WestSide Baby

Finance Committee Member

2012-2015

WestSide Baby is a non-Profit organization which provides essential items for local children in need by collecting and distributing diapers, clothing and equipment.

Education

Indiana University of Pennsylvania

Bachelor of Arts in Business and Marketing

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
May 11, 2023**

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

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

Councilmembers absent: Cmbrs. Kassover and Bodi

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Mayor Johnson called the May 11, 2023 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

35th Avenue NE Drainage Remediation Options

Public Works Director Perrigo introduced Roger Kuykendall, PE, Gray & Osborne, who presented the item and responded to questions.

Review of Capital Improvement Plan Pavement Resurfacing Plan

Public Works Director Perrigo requested this item to be tabled.

The Council agreed to table this item.

ADJOURNMENT

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

Jeff Johnson, Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
May 11, 2023**

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

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

Councilmembers absent: Cmbr. Bodi

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Steve Bennett, Planning Director; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk

Others present: 27 visitors

CALL TO ORDER

Mayor Johnson called the May 11, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor French moved to approve the agenda with the following changes to the order of items: Public Hearing moved to follow Proclamations; Final Confirmation moved to immediately follow Adoption of Agenda; remove Resolution 23-1896 from the Consent Agenda for consideration immediately after the Consent Agenda. **Cmbr. Riddle seconded. The motion to approve the agenda as amended carried unanimously.**

FINAL CONFIRMATION – Parks and Recreation Advisory Board and Tree Board

The City Council interviewed Eric Zhang for the student representative Position 1 on the Parks and Recreation Advisory Board and Mark Phillips for Position 3 on the Tree Board.

Cmbr. Riddle moved to confirm the Mayor’s appointment of Eric Zhang to the Parks and Recreation Advisory Board Position 1 (student representative), term to expire 2/28/2025. **Deputy Mayor French seconded. The motion to confirm the appointment of Eric Zhang to the Parks and Recreation Advisory Board carried unanimously.**

The City Council then interviewed Mark Phillips for Position 3 on the Tree Board.

Deputy Mayor French moved to confirm the Mayor's appointment of Mark Phillips to Tree Board Position 3, term to expire 2/28/2026. **Cmbr. Furutani seconded. The motion to confirm the appointment of Mark Phillips to the Tree Board carried unanimously.**

PROCLAMATION – Lake Forest Park Safe Boating and Paddling Week

Deputy Mayor French read a proclamation for Lake Forest Park Safe Boating and Paddling Week, May 20-26, 2023.

PROCLAMATION – National Police Week and Peace Officer Memorial Day

Mayor Johnson read a proclamation for National Police Week and Peace Officer Memorial Day.

PROCLAMATION – National Public Works Week

Mayor Johnson read a proclamation for National Public Works Week, May 21-27, 2023.

PUBLIC HEARING – Ordinance 23-1263 – Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls

Director Bennett presented the item and responded to questions.

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

- Al Horn
- Roz Bird
- Tom Bird
- Anne Payne
- Jeff Snedden
- Alexia Bailey
- John Drew
- Vicki Scuri
- Paula Goode
- Dick Harris
- Robert Bernstein (read a letter from Tyson Greer)
- Nancy Staltman

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

The Council recessed at 8:07 p.m. and reconvened at 8:15 p.m.

ORDINANCE 23-1263/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls

Deputy Mayor French moved to table Ordinance 23-1263/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls. **Cmbr. Riddle seconded. Following discussion, the motion to table Ordinance 23-1263 as presented carried unanimously.**

There was a consensus of the Council to hold a special meeting following the May 18, 2023, Budget and Finance Committee meeting to further discuss Ordinance 23-1263.

PRESENTATION – Regional Crisis Response Agency Update

Brook Buettner, Executive Director, gave an update on the Regional Crisis Response (RCR) Agency.

PRESENTATION – Parks and Recreation Advisory Board Work Plan

Environmental and Sustainability Specialist Roche introduced Tyler Dittman, Chair of the Parks and Recreation Advisory Board, who gave an update on the Parks and Recreation Advisory Board 2023 Work Plan.

CITIZEN COMMENTS

Mayor Johnson invited comments from the audience. There was no one wishing to speak.

CONSENT CALENDAR

Deputy Mayor French moved to approve the consent calendar as amended to remove Item 4, Resolution 23-1896. **Cmbr. Riddle seconded. The motion to approve the consent calendar as amended carried unanimously.**

1. April 24, 2023 City Council Committee of the Whole Meeting Minutes
2. April 27, 2023 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending May 11, 2023, covering Claims Fund Check Nos. 84865 through 84900, in the amount of \$416,577.51; Payroll Fund ACH transactions in the amount of \$139,938.19; and direct deposit transactions in the amount of \$159,423.68; additional ACH transactions are US Bank, \$18,046.00; total approved Claims Fund transactions \$574,561.70
4. ~~Resolution 23-1896/Authorizing the Mayor to Sign Amendment 1 to the Washington State Department of Ecology 2021-2023 Biennial Stormwater Capacity Grant~~
5. Resolution 23-1897/Authorizing the Mayor to Sign an Agreement with King County for the 2023-2024 Local Hazardous Waste Management Program

RESOLUTION 23-1896/Authorizing the Mayor to Sign Amendment 1 to the Washington State Department of Ecology 2021-2023 Biennial Stormwater Capacity Grant

Cmbr. Riddle noted she would like to highlight that this amendment increases the grant funding from \$50,000 to \$75,000.

It was noted that an exemption from the three-touch rule is not necessary for this item because it was previously on the Consent Agenda.

Cmbr. Riddle moved to approve as presented Resolution 23-1896/Authorizing the Mayor to Sign Amendment 1 to the Washington State Department of Ecology 2021-2023 Biennial Stormwater Capacity Grant. **Deputy Mayor French seconded. The motion to approve as presented Resolution 23-1896 carried unanimously.**

RESOLUTION 23-1894/Authorizing the Mayor to Sign Professional Services Agreement with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support

Public Works Director Perrigo presented the item and responded to questions.

Cmbr. Riddle moved to suspend the three-touch rule for Resolution 23-1894. **Deputy Mayor French seconded. The motion to suspend the three-touch rule for Resolution 23-1894 carried unanimously.**

Cmbr. Riddle moved to approve as presented Resolution 23-1894/Authorizing the Mayor to Sign Professional Services Agreement with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support. **Deputy Mayor French seconded. The motion to approve as presented Resolution 23-1894 carried unanimously.**

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended. Mayor Johnson gave an update.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:00 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
5/25/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84901 through 84953 in the amount of \$319,757.46, PAYROLL FUND ACH transactions in the amount of \$163,908.15 and DIRECT DEPOSIT transactions in the amount of \$167,107.13 are approved for payment this 25th day of May, 2023.

Additional approved transactions are:
ACH transaction Elavon in the amount of \$729.57
ACH transaction Invoice Cloud in the amount of \$1,909.10
ACH transaction Lexis Nexis in the amount of \$132.60

Total approved claim fund transactions: \$486,436.88

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 05/17/2023 - 1:43PM
Batch: 00025.05.2023



Section 7, Item C.

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	77,490.17
101	Street Fund	3,607.27
302	Transportation Capital Fund	3,292.50
401	Sewer Utility Fund	3,238.15
403	Surface Water Fund	1,350.14
404	Surface Water Capital Fund	1,962.50
501	Vehicle Equip Replacement Fund	9,971.07
631	Treasurer's Clearing Fund	294.50
635	Northshore Emergency Mgmt	1,621.61
Report Total:		102,827.91

Accounts Payable

Voucher Approval Document



User: dmeagher

Printed: 05/11/2023 - 12:07PM

Batch: 00111.05.2023

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	2,620.61
401	Sewer Utility Fund	217,080.21
Report Total:		219,700.82

Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 05/18/2023 - 11:59AM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/25/2023	Elavon		AP		729.57
0	5/25/2023	Invoice Cloud		AP		1,909.10
0	5/25/2023	LexisNexis Risk Data Mgmt. Inc.		AP		132.60
84908	5/25/2023	Avocette Technologies Inc.		AP		2,093.75
84909	5/25/2023	Bright Idea Shops		AP		8,437.74
84910	5/25/2023	Christopher Bendiksen		AP		300.00
84911	5/25/2023	Century Link		AP		141.36
84912	5/25/2023	ClearGov Inc.		AP		7,707.00
84913	5/25/2023	James Santerelli Enterprises		AP		80.00
84914	5/25/2023	Washington State Department of Licens		AP		144.00
84915	5/25/2023	Eastside Public Safety Comm.		AP		2,129.16
84916	5/25/2023	The Emblem Authority		AP		777.00
84917	5/25/2023	Robert Gross		AP		27.25
84918	5/25/2023	Phillip Hill		AP		266.12
84919	5/25/2023	Internet Domain Name Services		AP		265.00
84920	5/25/2023	Johnston Group, LLC		AP		3,925.00
84921	5/25/2023	Thomas Jordan		AP		88.37
84922	5/25/2023	Kaiser Foundation Health Plan of Wash:		AP		1,002.00
84923	5/25/2023	King County Pet License		AP		50.00
84924	5/25/2023	King County Finance		AP		5,569.06
84925	5/25/2023	Legend Data Systems, Inc.		AP		55.10
84926	5/25/2023	City of Lake Forest Park		AP		5,445.00
84927	5/25/2023	Lake Forest Park Water Dist		AP		1,807.75
84928	5/25/2023	Loomis		AP		230.22
84929	5/25/2023	Madrona Law Group, PLLC		AP		15,306.00
84930	5/25/2023	MM Comfort Systems		AP		158.40
84931	5/25/2023	Moon Security Service Inc.		AP		882.00
84932	5/25/2023	WA State Misdemeanor Probation Assc		AP		40.00
84933	5/25/2023	Navia Benefit Solutions		AP		32.00
84934	5/25/2023	Northshore Utility District		AP		21,757.53
84935	5/25/2023	North Urban H.S. Alliance		AP		1,000.00
84936	5/25/2023	Office Depot, Inc.		AP		5.08
84937	5/25/2023	Pacific Office Automation		AP		469.45
84938	5/25/2023	Maurice Parrish		AP		78.43
84939	5/25/2023	The Part Works Inc.		AP		1,009.80
84940	5/25/2023	Peerless Network, Inc		AP		1,039.98
84941	5/25/2023	Puget Sound Energy		AP		372.13
84942	5/25/2023	Red Carpet Building Maint. Inc.		AP		3,206.15
84943	5/25/2023	Sarah Roberts		AP		8,351.74
84944	5/25/2023	San Diego Police Equipment		AP		2,073.04
84945	5/25/2023	Staples Advantage		AP		352.62
84946	5/25/2023	Symbol Arts, LLC		AP		962.06
84947	5/25/2023	Transpo Group USA Inc		AP		1,330.00
84948	5/25/2023	Washington Energy Services		AP		158.40
84949	5/25/2023	Wally's Towing, Inc.		AP		292.59
84950	5/25/2023	Westlake Hardware WA-153		AP		283.16

Bank Reconciliation

Checks by Date

User: dneagher
Printed: 05/11/2023 - 12:39PM
Cleared and Not Cleared Checks



Section 7, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
84901	5/11/2023	Curtis Blue Line / LN Curtis & Sons		AP		683.24
84902	5/11/2023	John E. Galt		AP		41.25
84903	5/11/2023	King County Finance & Business		AP		216,986.04
84904	5/11/2023	Office Depot, Inc.		AP		186.13
84905	5/11/2023	PACE Engineers, Inc.		AP		1,247.50
84906	5/11/2023	Pitney Bowes Global Financial Svcs.		AP		462.49
84907	5/11/2023	Utilities Underground Location Ctr.		AP		94.17
Total Check Count:						7
Total Check Amount:						219,700.82

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
 Printed: 5/10/2023 10:39 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	05/08/2023	1,414.31
ACH	NAVIA	Navia Benefit Solutions, Inc.	05/08/2023	272.62
ACH	NAVIAFSA	Navia - FSA	05/08/2023	326.27
ACH	TEAMDR	National D.R.I.V.E.	05/08/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	05/08/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	05/08/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	05/08/2023	6,632.58
ACH	ZAWC	AWC	05/08/2023	43,545.60
ACH	ZEMPSEC	Employment Security Dept.	05/08/2023	461.90
ACH	ZGUILD	LFP Employee Guild	05/08/2023	612.50
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	05/08/2023	29,425.32
ACH	ZL&I	Washington State Department of Labor & I	05/08/2023	5,731.68
ACH	ZLEOFF	Law Enforcement Retirement	05/08/2023	12,514.24
ACH	ZLFPIRS	Lake Forest Park/IRS	05/08/2023	30,932.60
ACH	ZPERS	Public Employees Retirement	05/08/2023	23,228.59
ACH	ZTEAM	Teamsters Local Union #117	05/08/2023	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	05/08/2023	7,407.45
Total for 5/8/2023:				163,908.15
Report Total (17 checks):				163,908.15

Bank Reconciliation

Section 7, Item C.

Checks by Date

User: dmeagher
Printed: 05/11/2023 - 12:36PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/8/2023		DD 00508.05.2023	PR		167,107.13
Total Check Count:						1
Total Check Amount:						167,107.13



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 25, 2023
Originating Department	Public Works
Contact Person	Cory Roche, Environmental & Sustainability Specialist
Title	Resolution 23-1899/Authorizing the Mayor to Sign the Amendment between the State of Washington Recreation and Conservation Office and the City of Lake Forest Park for Increased Acquisition and Demolition Funding for the Lakefront Property

Legislative History

- First Action - Resolution 1757: December 12, 2019
 - Second Action - Resolution 1816: November 4, 2021
 - Third Action - Resolution 1820: November 4, 2021
 - Fifth Presentation– Resolution 23-1899: May 25, 2023
-

Attachments:

1. Resolution 23-1899/Authorizing the Mayor to Sign the Amendment between the State of Washington Recreation and Conservation Office and the City of Lake Forest Park for Increased Acquisition and Demolition Funding for the Lakefront Property
 2. Resolution 1757/Authorizing the Mayor to Execute the Memorandum of Agreement for the Acquisition of Property with Forterra NW for the Purchase of Property for Park Purposes
 3. Resolution 1816/Authorizing an Interfund Loan from the Sewer Capital Fund to the Strategic Opportunity Fund in an amount up to \$1,300,000 and Providing Repayment Provisions
 4. Resolution 1820/Authorizing the Purchase and Sale Agreement between the City and Forterra NW for the City's Purchase of two Lake Front Parcels for Park Purposes
 5. Original State of Washington Recreation and Conservation Office Grant Agreement AG21-055
-

Executive Summary

The City of Lake Forest Park acquired 1.91 acres of lakefront property November 30, 2021, located at 17345 & 17347 Beach Dr. NE (KC Parcel Nos. 4030100040 and 4030100035) ("Lakefront Property"),

for future use as a public city park and open space with recreation elements and access to the water. This Amendment would increase the amount of the State of Washington Recreation and Conservation Office (“RCO”) grant to the City by \$493,051.00 for a total of \$1,350,000.00 for this project. The increase would cover the cost of future demolition of structures that are no longer habitable and fund the remainder of the interfund loan from the Sewer Capital Fund. RCO will retain funding for the demolition until the City is ready for that stage and will pay to reimburse the interfund loan once the Amendment is executed. The purpose of this agenda item is to authorize the Mayor to sign the Amendment between RCO and the City for additional funds for the Lakefront Property project.

Background

Active Park Elements and Master Planning Process/PROS-T Plan

The City Council discussed the need to provide for active recreation and public access (non-motorized) to Lake Washington in future property acquisitions, the Lakefront Property facilitates these goals, and would provide for a potential small indoor community gathering area as well. Acquisition of the Lakefront Property would fill a large gap in the Lake Forest Park community’s recreation needs.

Lake Front Property Purchase with Forterra

The City entered into an agreement with Forterra NW (a Washington nonprofit corporation) in January of 2020, to lease the Lakefront Property until December 2021, during which time the City would secure the funding and approvals for the City to purchase the Lakefront Property from Forterra.

Fiscal & Policy Implications

The City’s adopted budget included the purchase of the Lakefront Property in its work plan. Grants and outside funding were needed to complete the purchase and the RCO funds help fill this gap and reimburse the City along with providing demolition funds.

Alternatives

Options	Results
Authorize the Mayor to sign the amendment	The Mayor will sign the Amendment to the grant agreement with RCO for reimbursement of funds for the Lakefront Property acquisition and demolition
Do not authorize the Mayor to sign the amendment	The Mayor will not sign the Amendment to the grant agreement with RCO and other funding will need to be acquired

Staff Recommendation

Authorize the Mayor to sign the Amendment between the State of Washington Recreation and Conservation Office and the City of Lake Forest Park for increased acquisition and demolition funding for the Lakefront Property

RESOLUTION NO. 23-1899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT BETWEEN THE STATE OF WASHINGTON RECREATION AND CONSERVATION OFFICE AND THE CITY OF LAKE FOREST PARK FOR INCREASED ACQUISITION AND DEMOLITION FUNDING FOR THE LAKEFRONT PROPERTY

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

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

WHEREAS, the City acquired real property on November 30, 2021, located at 17345 & 17347 Beach Dr. NE (KC Parcel No. 4030100040 and 4030100035) for future use as a public park and open space with recreation elements and access to the water (“Lakefront Property”); and

WHEREAS, the City received an initial grant from the State of Washington Recreation and Conservation Office (“RCO”) for the Lakefront Property June 30, 2021 (“RCO Grant Agreement”); and

WHEREAS, RCO has approved an amendment to the RCO Grant Agreement awarding additional grant funding to the City of \$493,051.00 for a total of \$1,350,000.00 to be used to reimburse the City a portion of the acquisition costs of the Lakefront Property and demolition funding; and

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

Section 1. AGREEMENT APPROVAL. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the Amendment to the RCO Grant Agreement between RCO and Lake Forest Park for acquisition and demolition funding of the Lakefront Property attached hereto as Attachment 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 25 day of May, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Amendment to Grant Agreement**Project Sponsor:** City of Lake Forest Park**Project Number:** 20-1862A**Project Title:** Lake Front Property**Amendment Number:** 1**Amendment Type:**

Cost Change

Amendment Description:

With the availability of additional Washington Wildlife and Recreation Program funds, the Grant Agreement referenced above is amended to increase the grant amount by \$493,051 for a total grant of \$1,350,000 for this partially funded project. Funds are from the 2021-23 biennium.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - WWRP - WA	\$856,949.00	51.01%	\$1,350,000.00	51.01%
Project Sponsor	\$823,040.00	48.99%	\$1,296,540.00	48.99%
Total Project Cost	\$1,679,989.00	100%	\$2,646,540.00	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$0.00	0.00%	\$0.00	0.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office**City of Lake Forest Park****BY:** _____
Megan Duffy**TITLE:** Director**DATE:** _____

Pre-approved as to form:

BY: _____ /S/
Assistant Attorney General**AGENCY:** _____**BY:** _____**TITLE:** _____**DATE:** _____

RESOLUTION NO. 1757**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE ACQUISITION OF PROPERTY WITH FORTERRA NW FOR THE PURCHASE OF PROPERTY FOR PARK PURPOSES**

WHEREAS, the City of Lake Forest Park values public parks and their role in promoting community vitality and health; and

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Drive Northeast in Lake Forest Park (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, Forterra NW, a Washington nonprofit corporation ("Forterra") has agreed to enter into a Memorandum of Agreement for Acquisition of Property ("MOA") with the City, whereby Forterra would purchase the Property on the necessary expedited timeline and allow the City to purchase the Property from Forterra under the terms in the MOA; and

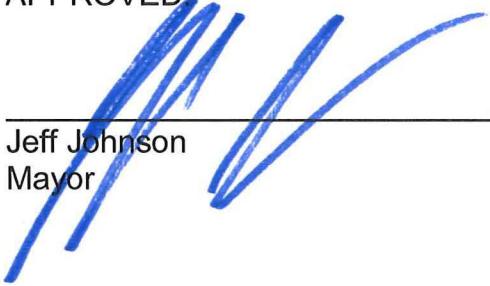
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. MAYOR AUTHORIZED. The Mayor is authorized to execute the Memorandum of Agreement for Acquisition of Property with Forterra attached as Exhibit A.

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

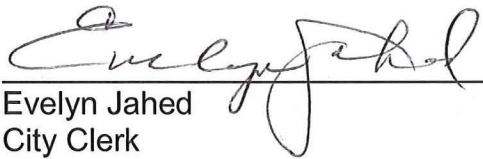
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 12th day of December, 2019.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1757

December 12, 2019
December 12, 2019

EXHIBIT A to Resolution 1757

Memorandum of Agreement for Acquisition of Property

This Memorandum of Agreement for Acquisition of Property ("MOA") is entered into by the City of Lake Forest Park, a municipal corporation and political subdivision of the State of Washington (the "City") and Forterra NW, a Washington nonprofit corporation ("Forterra") as of the first date on which both Parties have signed this MOA (the "Effective Date"). The City and Forterra are hereafter referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Dr. NE in Lake Forest Park, King County, Washington (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington from the Burke-Gilman Trail ("Conservation Values") that are of great importance to the people of the City, King County (the "County") and the region; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, the City, together with the support of the County, urgently requested Forterra to proceed quickly with acquisition of the Property on the understanding that the City would exercise best efforts to secure funding from the County and other sources to purchase the Property from Forterra and to obtain City Council approval for the purchase of the Property with such funds; and

WHEREAS, due to the significant Conservation Values associated with the Property, the exceedingly short time constraints of the bankruptcy proceedings, and in reliance upon the City's commitment to secure funding and pay costs as further detailed in this MOA, Forterra is prepared to proceed with acquisition of the Property based on the terms set forth below.

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual promises of the Parties made herein, the Parties agree as follows:

1) Forterra Property Acquisition. At the urgent request of the City and County, Forterra has entered into a purchase and sale agreement to acquire the Property through the bankruptcy proceedings of the current landowner, and will seek to acquire the Property within thirty (30) days after the bankruptcy court's order approving sale of the Property becomes a final order no longer subject to appeal (the "Forterra Purchase Agreement"). The Forterra Purchase Agreement is attached and incorporated as **Exhibit A**. The agreed purchase price for the Property is Five Million and No/100ths U.S. Dollars (\$5,000,000.00) (the "Forterra Purchase Price"). Forterra anticipates completing the acquisition of the Property, subject to the terms and conditions of the Forterra Purchase Agreement, in early 2020.

a. Forterra agrees to consult and obtain consensus from the City regarding satisfaction of the Phase I Environmental Assessment of the Property referenced in the Forterra Purchase

Agreement, Form 34, Section 1.d as well as the investigation of items disclosed by Seller in the Seller Disclosure Statement for Improved Property.

2) City Funding and Property Acquisition. If Forterra acquires the Property, then on or before December 31, 2021, the City anticipates purchasing the Property from Forterra at the Forterra Purchase Price through the use of up to Two Million Five Hundred Thousand and No/100ths U.S. Dollars (\$2,500,000.00) of available County funds, together with additional funding from the County, State, or other available funding sources, which the City will use best efforts to diligently and immediately pursue.

a. If the City has not purchased the Property under the terms of this MOA by December 31, 2021, the Parties shall negotiate in good faith a possible extension of the December 31, 2021 deadline. Whether an extension is mutually agreed upon will be based on terms of Forterra's financing for the Property, the amount of funds the City has secured for the purchase, and the City's anticipated timing of receipt of the remainder of the funds necessary to close the sale.

3) City Council Authorization. Upon securing sufficient funds, the City will request approval from its City Council to expend such funds to acquire the Property from Forterra, at which time the City and Forterra will enter into an agreement for purchase of the Property by the City (the "City Purchase Agreement") at the Forterra Purchase Price. In the event the City is, for any reason, unable to acquire the Property from Forterra as contemplated in this MOA, the City understands and agrees that, given Forterra's commitment of financial resources, Forterra will be free to pursue any divestment or use of the Property deemed necessary by Forterra in its sole and absolute discretion.

4) Payments. It is understood by the Parties that Forterra may be unable to purchase the Property (for example, due to failure of the bankruptcy court to approve the sale, funding issues, or a default by the seller) or may elect not to purchase the Property (for example, due to title problems or issues identified in the environmental site assessment). It is further understood by the Parties that the City's acquisition of the Property is contingent upon receipt of sufficient funds and approval by its City Council to expend such funds for the acquisition of the Property. Given the need to act with immediacy despite the inherent risks and uncertainties of the purchase and sale transactions contemplated by this MOA, the City agrees to pay to Forterra:

a. If the Property is **not** purchased by Forterra, the following amounts within thirty (30) days after receipt of Forterra's invoice and any supporting documentation:

(i) Due Diligence Costs. All third party costs incurred by Forterra as part of its due diligence review incident to its proposed purchase of the Property, including, without limitation, environmental site assessment, bankruptcy counsel and other legal fees, and title commitment fees.

(ii) Staff Costs. All costs incurred by Forterra in staff time working on matters related to the Property, including, without limitation, acquisition, financing, management and disposition of the Property, and providing assistance to the City regarding same, based on

hours actually spent and rates normally charged by Forterra to other governmental entities for similar work. The rates normally charged by Forterra are listed in the attached and incorporated **Exhibit B**. The Parties agree that the amount sought by Forterra for reimbursement of staff costs shall not exceed Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00) without prior written authorization from the City.

(iii) Forfeited Earnest Money. Any earnest money that Forterra is required to forfeit pursuant to the Forterra Purchase Agreement. The total Earnest Money in the Forterra Purchase Agreement is One Hundred Thousand and No/100ths U.S. Dollars (\$100,000.00).

b. If the Property is purchased by Forterra **and is** thereafter purchased by the City on or before December 31, 2021, or as mutually extended under Section 2(a), in addition to the Forterra Purchase price for the Property, the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to the City:

(i) Acquisition/Disposition Costs. All third party costs paid or payable by Forterra related to Forterra's acquisition and disposition of the Property, including, without limitation, Due Diligence Costs (as set forth in Section 4(a)(i) above), Staff Costs (as set forth in Section 4(a)(ii) above), escrow and recording fees, sales taxes, excise taxes, and title insurance premiums.

(ii) Financing Costs. All costs paid or accrued by Forterra related to any loan from a third party for purposes of acquiring the Property, consisting of actual loan fees and actual interest accrued at an adjustable rate not to exceed WSJ Prime Rate plus 0.25% per year, compounded monthly, on the funds provided by the third party to Forterra for acquisition of the Property. The City acknowledges that Forterra intends to borrow the full amount of the Forterra Purchase Price and may also elect to borrow some or all of the Holding Costs referenced in Section 4(b)(iii) below.

(iii) Holding Costs. All costs paid or accrued by Forterra incidental to ownership and management of the Property following acquisition, including, without limitation, insurance, maintenance, property taxes, and any other governmental fees incurred and paid during Forterra's ownership of the Property.

(iv) Conservation Fee. A fee in the amount of Three Hundred Thousand and No/100ths U.S. Dollars (\$300,000.00) to compensate Forterra for opportunity and other risks inherent in acting to expedite the purchase of the Property in furtherance of the Conservation Values on behalf of the City. Provided, however, that if the City pays to Forterra, on or before the date on which Forterra acquires the Property pursuant to the Forterra Purchase Agreement, an amount of Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00), which amount will be credited to the City and applied to the City's payment of any Acquisition/Disposition Costs, Financing Costs, or Holding Costs otherwise payable by the City pursuant to Section 4(b) of this MOA, then the Conservation Fee will be reduced to Two Hundred Fifty Thousand and No/100ths U.S. Dollars (\$250,000.00).

c. If the Property is purchased by Forterra **and is not** purchased by the City for any reason on or before December 31, 2021, or as mutually extended under Section 2(a), the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to a third party:

(i) All Acquisition/Disposition Costs (as set forth in Section 4(b)(i) above), Financing Costs (as set forth in Section 4(b)(ii) above), and Holding Costs (as set forth in Section 4(b)(iii) above).

(ii) Sale Shortfall. An amount, if any, equal to the amount that the purchase price for sale of the Property by Forterra to a third party is less than the Forterra Purchase Price and is supported by a fair market value appraisal from an MAI appraiser.

The provisions of this Section 4 shall survive the termination of this MOA.

5) Lease to City. In the event Forterra acquires the Property as contemplated in this MOA, the Parties agree that Forterra will lease the Property to the City beginning on the date Forterra acquires the Property (subject to any rights of the current Property owner or any existing tenant(s) to remain in possession for a period of time) until the earlier of such time as Forterra sells the Property to the City or the City's rights are terminated under terms of this MOA. The terms of such lease are subject to further negotiation between the City and Forterra and will include the following provisions:

a. a requirement that the City assume responsibility for all management and maintenance of the Property, and all costs related to such responsibilities;

b. a provision that the City will benefit from all income received from the Property during the lease term and this income will have no effect on Section 4;

c. the monthly lease payment to Forterra will be One Dollar and No/100ths U.S. Dollars (\$1.00) annually, or more at the option of the City; and

d. all costs paid by the City pursuant to the lease will not be included for purposes of Section 4 of this MOA and any rent paid by the City to Forterra will be deducted from amounts payable by the City under Section 4 of this MOA.

6) Term and Amendment. If acquisition of the Property by Forterra is not completed on or before June 1, 2020, this MOA will automatically terminate. If Forterra acquires the Property on or before that date, this MOA will remain in full force and effect until the earlier of (i) conveyance of the Property to the City or a third party or (ii) December 31, 2023. Any amendment to this MOA must be in writing and mutually agreed by the Parties.

7) Limitations on Sale. Except in the event of breach of this MOA by the City, Forterra may not sell the Property to any third party prior to December 31, 2021, or as this deadline is mutually extended by the parties pursuant to Section 2(a), without prior written consent of the City.

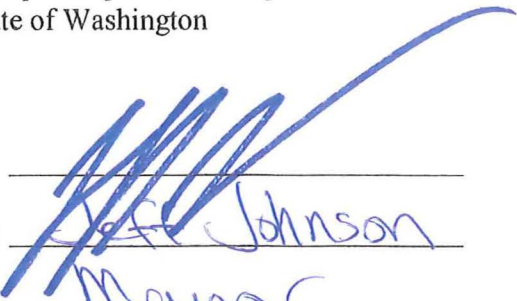
8) Authority. Each party to this MOA, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOA and that its execution, delivery, and performance of this MOA has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

City:

City of Lake Forest Park,
a municipal corporation and political subdivision of
the State of Washington

By: 
Name: Jeff Johnson
Title: Mayor
Date: 12/12/2019

Forterra:

FORTERRA NW,
a Washington nonprofit corporation

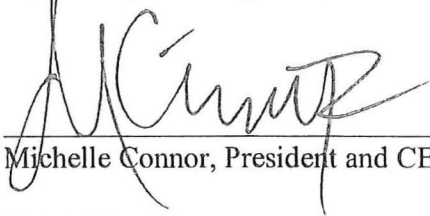
By: 
Michelle Connor, President and CEO
Date: 12/11/2019

Exhibit A to
Memorandum of Agreement for Acquisition of Property
Forterra Purchase Agreement

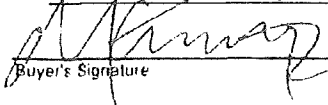
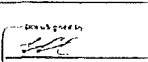
Form 21
Residential Purchase & Sale Agreement
Rev. 7/19
Page 1 of 5

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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

1. Date: November 26, 2019 MLS No.: 1483975 & 1483176 Offer Expiration Date: 12/04/2019
2. Buyer: Forterra NW, a Washington nonprofit corporation
Buyer Buyer Status
3. Seller: Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA)
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 4030100035 4030100040
17345 & 17347 Beach Dr NE Lake Forest Park King WA 98155
Address City County State Zip
5. Included Items ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave;
☐ generator; ☒ other Any appliances left on the premises after Seller possession date
6. Purchase Price: \$ 5,000,000.00 Five Million Dollars
7. Earnest Money: \$ 100,000.00 ☐ Check; ☐ Note; ☒ Other Wire transfer (held by ☐ Selling Firm; ☒ Closing Agent)
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: First American Title Insurance Co. Commitment # 4209-3340848
10. Closing Agent: Chicago Title & Escrow Mariana Dzyuhak (Bellevue)
Company Individual (optional)
11. Closing Date: See Addendum Item 3 Possession Date: ☐ on Closing; ☒ Other See Addendum Item 2
12. Services of Closing Agent for Payment of Utilities: ☐ Requested (attach NWMLS Form 22K); ☐ Waived
13. Charges/Assessments Levied Before but Due After Closing: ☒ assumed by Buyer; ☐ prepaid in full by Seller at Closing
14. Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. Agency Disclosure: Selling Broker represents ☐ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents ☒ Seller; ☐ both parties
16. Addenda: 22D(Optional Clauses) 22J(Lead Disclosure) 34(Addendum)

Exhibit A (Legal Description); 65B (Seller Occupancy After Closing)

	<u>11/26/19</u>		<u>11/27/2019</u>
Buyer's Signature	Date	Seller's Signature	Date
<u>901 5th Avenue, Suite 2200</u>		<u>17345 Beach Dr NE</u>	
Buyer's Address		Seller's Address	
<u>Seattle, WA 98164</u>		<u>Lake Forest Park, WA 98155</u>	
City State Zip		City State Zip	
<u>206.799.1972</u>		<u>206.799.1972</u>	
Phone No.	Fax No.	Phone No.	Fax No.
<u>deronlev@forterra.org; legal@forterra.org</u>		<u>tod.turner@interceptmusic.com</u>	
Buyer's E-mail Address		Seller's E-mail Address	
<u>n/a</u>		<u>Windermere Real Estate/Northeast, Inc</u>	<u>5582</u>
Selling Firm	MLS Office No.	Listing Firm	MLS Office No.
<u>n/a</u>		<u>Bryan R. Loveless</u>	<u>6751</u>
Selling Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
		<u>(425) 820-5151</u>	<u>(425) 968-8181</u> <u>(425) 821-9483</u>
Firm Phone No.	Broker Phone No.	Firm Phone No.	Broker Phone No. Firm Fax No.
		<u>kirklandtransaction@windermere.com</u>	
Selling Firm Document E-mail Address		Listing Firm Document E-mail Address	
		<u>BryanLoveless@Windermere.com</u>	
Selling Broker's E-mail Address		Listing Broker's E-mail Address	
		<u>19983</u>	<u>3501</u>
Selling Broker DOL License No.	Selling Firm DOL License No.	Listing Broker DOL License No.	Listing Firm DOL License No.

Form 21
Residential Purchase & Sale Agreement
Rev 7/19
Page 2 of 5

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings, storm doors and windows, installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors; gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures, and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

11/27/2019

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

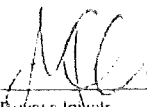
f Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

g Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing but becoming due after Closing shall be paid as agreed in Specific Term No. 13.


Buyer's Initials Date

Buyer's Initials Date

 11/27/2019
Seller's Initials Date

Seller's Initials Date

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled 'The Law of Real Estate Agency.'
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.


Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

 11/27/2019

Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

Form 22D
Optional Clauses Addendum
Rev. 7/19
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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW, a Washington nonprofit corporation ("Buyer") 2
Buyer Buyer
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA) ("Seller") 3
Seller Seller
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 5 6 7 8 9 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11 12 13
 - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14 15 16 17
 - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18 19 20 21 22
3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23 24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25 26 27
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
 - ☒ public water main; ☒ public sewer main; ☐ septic tank; ☐ well (specify type) _____ 29
 - ☐ irrigation water (specify provider) _____; ☒ natural gas; ☒ telephone 30
 - ☒ cable; ☒ electricity; ☐ other _____ 31
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32 33 34

WALL INSULATION TYPE _____ THICKNESS: _____ R-VALUE: _____ 35

CEILING INSULATION TYPE _____ THICKNESS: _____ R-VALUE: _____ 35

OTHER INSULATION DATA _____ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 38 39 40

  11/27/2019
 Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

Form 22D
Optional Clauses Addendum
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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

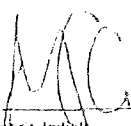
Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including but not limited to architectural guidelines.
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs).
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months, and
 - e. Association financial statements from the prior two (2) years and current operating budget.

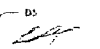
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer, ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: _____
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
12. ☐ **Other,**


Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

 11/27/2019
Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1

between Forterra NW. a Washington nonprofit corporation ("Buyer" and/or "Lessee") 2
Buyer and/or Lessor Buyer and/or Lessor

and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD W) ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor

concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6 7 8 9 10 11 12 13 14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16 17 18 19 20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22 23 24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant 25

Seller's/Lessor's Disclosure 26

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below) 27

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) 28

☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing 29

(b) Records and reports available to the Seller/Lessor (check one below): 30

☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) 31 32

☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 33 34 35 36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate 37 38

11/27/2019 39
Signature Date
Seller/Lessor Date
Signature Date
Buyer/Lessor Initials Date Buyer/Lessor Initials Date
Signature Date
Buyer/Lessor Initials Date

Form 22J
Disclosure Lead Based Paint & Hazards
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above 40
(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home" 41
(e) Buyer has (check one below only if Purchase and Sale Agreement) 42

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 43
and/or lead-based paint hazards 44

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based 45
paint and/or lead-based paint hazards on the following terms and conditions 46

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of 47
lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at 48
the Buyer's expense (Intact lead-based paint that is in good condition is not necessarily a hazard. See 49
the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 50

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives 51
written notice of disapproval of the risk assessment or inspection to the Seller within 52
(10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing 53
deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment 54
report. 55

The Seller may, at the Seller's option, within 56
_____ days (3 days if not filled in) after Seller's 57
receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified 58
by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at 59
Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk 60
assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. 61
In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), 62
including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If 63
such an agreement on non-repair remedies is secured in writing before the expiration of the time period 64
set forth in this subparagraph, then this contingency will be deemed satisfied. 65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk 66
assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then 67
Buyer may elect to give notice of termination of this Agreement within 68
_____ days (3 days if not 69
filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice 70
pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be 71
returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to 72
give a written notice of termination means that the Buyer will be required to purchase the Property 73
without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection 74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS 75
Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection 76
and/or risk assessment report(s). 77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 78
by Buyer are true and accurate. 79

Buyer/Lessee

Date

Buyer/Lessee

Date

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are 81
aware of their responsibility to ensure compliance. 82

Selling Broker

Date

Listing Broker

Date

Buyer/Lessee Initials

Date

Buyer/Lessee Initials

Date

Seller/Lessor Initials

Date

Seller/Lessor Initials

Date

Form 34
Addendum/Amendment to P&S
Rev 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1

between Forterra NW, a Washington non profit corporation ("Buyer") 2
Buyer Buyer

and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA) ("Seller") 3
Seller Seller

concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS 5

1. APPROVALS AND CONDITIONS. Buyer and Seller acknowledge that this Agreement is subject to the following, 6
any one of which, if not obtained or satisfied prior to Closing, shall cause this Agreement to terminate and the Earnest 7
Money to be returned to Buyer: 8

a. Entry of an order by the bankruptcy court in Seller's bankruptcy case (Case No. 19-10033, US Bankruptcy Court 10
for the Western District of Washington) that is final and no longer subject to appeal, in a form acceptable to Buyer, in 11
its sole discretion. The order shall provide, among other things, that the sale of the Property is free and clear of all 12
liens, claims and interests, and that Buyer is a good faith purchaser entitled to the protections under Bankruptcy Code 13
section 363(m). 14

b. First American Title Insurance Company's commitment to issue at Closing a 2006 ALTA Owner's Standard 15
Coverage Policy in the amount of the Purchase Price deleting Exception Nos. 9 through 35 of Schedule B, Part II of 16
Commitment No. 4209-3340848 dated October 14, 2019. Any intervening exceptions are subject to Buyer's approval. 17

c. Pursuant to Addendum Item 2 of existing Purchase and Sale Agreement, dated October 12, 2019 ("LFP Group 20
Agreement") between Seller and Lake Forest Park Group LLC ("LFP Group"). LFP Group's right to meet or beat 21
the price and terms of this offer within two (2) business days of receipt. In the event LFP Group matches the offer, 22
Buyer shall have two (2) business days to meet or beat said LFP Group's price and terms or this Agreement shall 23
terminate and Seller shall be free to accept LFP Group's amended offer. In the event LFP Group declines to match the 24
offer, Seller shall promptly provide Buyer with satisfactory evidence of termination of the LFP Group Agreement. 25

d. Issuance of a Phase I Environmental Site Assessment of the Property satisfactory to Buyer, in its sole discretion, and 26
at Buyer's expense. 27

(Addendum/Amendment continued on next page) 28
29
30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged

MC 11/27/19
Buyer's Initials Date

Buyer's Initials Date

11/27/2019
Seller's Initials Date

Seller's Initials Date

Form 34
Addendum/Amendment to PAS
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW, a Washington non-profit corporation ('Buyer') 2
Buyer Buyer
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct, WD WA) ('Seller') 3
Seller Seller
concerning 17345 & 17347 Beach Drive NE, Lake Forest Park WA 98155 (the 'Property') 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

(Addendum/Amendment continued from prior page) 6

2. POSSESSION. Seller may occupy the Property through January 31, 2020 at no rental charge to Seller in the event 7
the Closing occurs prior to January 31, 2020. In such event, Buyer and Seller agree to sign a NWMLS Form 65B 8
(Seller Occupancy After Closing) prior to Closing. Otherwise Possession shall be delivered upon Closing. 9
3. CLOSING DATE. The Closing Date shall be on or before thirty (30) days after the bankruptcy court's order 10
approving the sale becomes a final order no longer subject to appeal. 11
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged

	
Buyer's Initials	Seller's Initials
Date	Date
Buyer's Initials	Seller's Initials
Date	Date

11/27/2019

EXHIBIT 'A'
LEGAL DESCRIPTION

For Property Commonly Known As:

17345 & 17347 Beach Drive NE Lake Forest Park, WA 98155
(King County Tax Parcel #403010-0035 & 403010-0040)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF LAKE FOREST PARK, COUNTY OF KING, STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS:

PARCEL A (403010-0035-03):

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1, BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

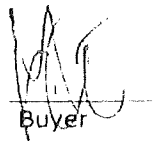
TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

PARCEL B (403010-0040-06):

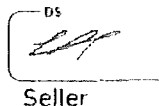
THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

INITIALS:


Buyer

12/3/19
Date


Seller

11/27/2019
Date

Form 65B
Rental - Delayed Occupancy
Rev. 7/19
Page 1 of 2

RENTAL AGREEMENT
Seller Occupancy After Closing

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Date: November 26, 2019 1

Tenant(s) Tod Charles Turner 2
Seller/Tenant Seller/Tenant

agree(s) to rent from Landlord Forterra NW 3
Buyer/Landlord Buyer/Landlord

the property commonly known as 17345 Beach Drive Lake Forest Park 4
Address City

WA 98155 King (the "Property") on the following terms and conditions: 5
State Zip County

1. **RENT.** The rent shall be \$ 0.00 per day. Landlord acknowledges receipt of rent in the amount of 6
 \$ 0.00 for the period of N/A. Future rent shall be payable as follows: 7
N/A. Rent shall be payable to N/A 8
 at N/A 9

2. **POSSESSION.** Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this 10
 Agreement is void. 11

3. **TERM.** This Agreement shall terminate on 01/31/20. Upon termination, any advance rent shall be 12
 pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 13
 Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 14
 damages sustained by Landlord because of such holdover. 15

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 16
 such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 17
 the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 18
 coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 19
 personal property. 20

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 21
 Agreement. 22

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 23
 painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 24
 Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 25

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 26
 this Agreement. 27

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 28
 then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 29
 of a copy of the summary. 30

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 31
 with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 32
 any and all claims arising under this Agreement. 33

10. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 34
 successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees 35
 shall be as fixed by the Court. 36

AGC 12/5/19
 Landlord's Initials Date

Landlord's Initials Date

11/27/2019
 Tenant's Initials Date

Tenant's Initials Date

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Tenant	Date
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Form 17
Seller Disclosure Statement
Rev. 7/18
Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Ted C Turner
85101 Baker

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.08 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 17345/17347 Beach Drive NE, CITY Lake Forest Park

STATE WA, ZIP 98148, COUNTY KING (THE PROPERTY) OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO REVOKE THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF REVOCAION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO REVOKE PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☒ IS / ☐ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

*C. Are there any encroachments, boundary agreements, or boundary disputes?

*D. Is there a private road or easement agreement for access to the property?

*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

*G. Is there any study, survey project, or notice that would adversely affect the property?

*H. Are there any pending or existing assessments against the property?

SELLER'S INITIALS TC Date 09/08/2016

BUYER'S INITIALS Buyer Date 12/8/19

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Rev. 7/16
Page 2 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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	YES	NO	DON'T KNOW	NA	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	☒	☐	☐	☐	62
*J. Is there a boundary survey for the property?	☒	☐	☐	☐	63
*K. Are there any covenants, conditions, or restrictions recorded against the property?	☐	☒	☐	☐	64
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. ROW 49.60.224.					65
					66
					67
2. WATER					68
A. Household Water					69
(1) The source of water for the property is: ☒ Private or publicly owned water system					70
☒ Private Well serving only the subject property ☐ Other water system					71
*If shared, are there any written agreements?	☒	☐	☐	☐	72
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	☐	☒	☐	☐	73
*(3) Are there any problems or repairs needed?	☐	☒	☐	☐	74
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	☒	☐	☐	☐	75
If no, please explain:					76
*(6) Are there any water treatment systems for the property?	☐	☒	☐	☐	77
If yes, are they: ☐ Leased ☐ Owned					78
*(8) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	☐	☒	☐	☐	79
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	☐	☐	☐	☒	80
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	☐	☐	☐	☐	81
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	☐	☒	☐	☐	82
B. Irrigation Water					83
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	☐	☒	☐	☐	84
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	☐	☐	☐	☒	85
*(b) If so, is the certificate available? (If yes, please attach a copy.)	☐	☐	☐	☒	86
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	☐	☐	☐	☒	87
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	☐	☒	☐	☐	88
If so, please identify the entity that supplies water to the property:					89
C. Outdoor Sprinkler System					90
(1) Is there an outdoor sprinkler system for the property?	☒	☐	☐	☐	91
*(2) If yes, are there any defects in the system?	☐	☒	☐	☐	92
*(3) If yes, is the sprinkler system connected to irrigation water?	☐	☒	☐	☐	93
3. SEWER/ON-SITE SEWAGE SYSTEM					94
A. The property is served by:					95
☒ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					96
☐ Other disposal system					97
Please describe:					

09/08/2016
SELLER'S INITIALS Date

12/3/19
SELLER'S INITIALS Date

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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	YES	NO	DON'T KNOW	N/A	90
B. If public sewer system service is available to the property, is the house connected to the sewer main?	☒	☐	☐	☐	100
If no, please explain:					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	☐	☒	☐	☐	102
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	☐	☐	☐	☒	106
(2) When was it last pumped?					107
*(3) Are there any defects in the operation of the on-site sewage system?	☐	☐	☐	☒	108
(4) When was it last inspected?				☒	109
By whom:					110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			☐	☒	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	☒	☐	☐	☐	112
If no, please explain:					114
*F. Have there been any changes or repairs to the on-site sewage system?	☐	☐	☐	☒	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	☐	☐	☐	☒	117
If no, please explain:					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	☐	☐	☐	☒	119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
A. STRUCTURAL					124
*A. Has the roof leaked within the last 5 years?	☒	☐	☐	☐	125
*B. Has the basement flooded or leaked?	☐	☒	☐	☐	126
*C. Have there been any conversions, additions or remodeling?	☐	☒	☐	☐	127
*(1) If yes, were all building permits obtained?	☐	☐	☐	☐	128
*(2) If yes, were all final inspections obtained?	☐	☐	☐	☐	129
D. Do you know the age of the house?	☒	☐	☐	☐	130
If yes, year of original construction: <u>1927 I believe</u>					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	☒	☐	☐	☐	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	☒	☐	☐	☐	133
☐ Foundations ☐ Decks ☐ Exterior Walls					134
☒ Chimneys ☒ Interior Walls ☐ Fire Alarms					135
☐ Doors ☐ Windows ☐ Pails					136
☐ Ceilings ☐ Slab Floors ☐ Driveways					137
☐ Pools ☐ Hot Tub ☐ Sauna					138
☐ Sidewalks ☐ Outbuildings ☐ Fireplaces					139
☐ Garage Floors ☐ Walkways ☐ Siding					140
☐ Wood Stoves ☐ Elevators ☐ Incline Elevators					141
☐ Stairway Chair Lifts ☐ Wheelchair Lifts ☐ Other					142
*G. Was a structural pest or "whole house" inspection done?	☒	☐	☐	☐	143
If yes, when and by whom was the inspection completed?					144
<u>Cascade pest control several years ago. They come quarterly to spray for spiders</u>					145
H. During your ownership, has the property had any wood destroying organism or pest infestation?	☐	☒	☐	☐	146
I. Is the attic insulated?	☒	☐	☐	☐	147
J. Is the basement insulated?	☐	☐	☐	☒	148

SELLER'S INITIALS Date 09/08/2016

SELLER'S INITIALS Date 12/3/19

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Seller Disclosure Statement
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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	YES	NO	DON'T KNOW	N/A	140
6. SYSTEMS AND FIXTURES					149
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					150
If yes, please explain:					151
Electrical system, including wiring, switches, outlets, and service	☒	☐	☐	☐	152
Plumbing system, including pipes, faucets, fixtures, and toilets	☒	☐	☐	☐	153
Hot water tank	☒	☐	☐	☐	154
Garbage disposal	☒	☐	☐	☐	155
Appliances	☒	☐	☐	☐	156
Sump pump	☒	☐	☐	☐	157
Heating and cooling systems	☒	☐	☐	☐	158
Security system: ☐ Owned ☐ Leased	☒	☐	☐	☐	159
Other:	☐	☐	☐	☒	160
*B. If any of the following fixtures or property is included with the transfer, are they leased?					161
(If yes, please attach copy of lease.)					162
Security System:	☐	☐	☐	☒	163
Tenite (type):	☐	☐	☐	☒	164
Satellite dish:	☐	☐	☐	☒	165
Other:	☐	☐	☐	☒	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove?	☐	☐	☐	☐	168
(2) Fireplace insert?	☐	☐	☐	☐	169
(3) Pellet stove?	☐	☐	☐	☐	170
(4) Fireplace?	☒	☐	☐	☐	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	☐	☐	☐	☒	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	☐	☐	☒	☐	173
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to ROW 19.27.550, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	☒	☐	☐	☐	174
F. Is the property equipped with smoke alarms?	☒	☐	☐	☐	175
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					176
A. Is there a Homeowners' Association?	☐	☒	☐	☐	177
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, filing policy, and other information that is not publicly available:					178
B. Are there regular periodic assessments?	☐	☒	☐	☐	179
\$ _____ per ☐ month ☐ year					180
☐ Other:					181
*C. Are there any pending special assessments?	☐	☒	☐	☐	182
*D. Are there any shared "common areas" or any joint maintenance agreements (fealties such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	☐	☒	☐	☐	183
7. ENVIRONMENTAL					184
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	☐	☒	☐	☐	185
*B. Does any part of the property contain fill dirt, waste, or other fill material?	☐	☒	☐	☐	186
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	☐	☒	☐	☐	187
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	☒	☐	☐	☐	188
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	☐	☐	☒	☐	189
*F. Has the property been used for commercial or industrial purposes?	☐	☐	☒	☐	190

SELLER'S INITIALS

09/08/2016
Date

SELLER'S INITIALS

Date

Form 17
Seller Disclosure Statement
Rev. 7/16
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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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	YES	NO	DON'T KNOW	N/A	202
*G. Is there any soil or groundwater contamination?	☐	☒	☐	☐	203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	☐	☒	☐	☐	206
*I. Has the property been used as a legal or illegal dumping site?	☐	☒	☐	☐	207
*J. Has the property been used as an illegal drug manufacturing site?	☐	☒	☐	☐	208
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	☐	☒	☐	☐	209
B. LEAD BASED PAINT (Applicable if the house was built before 1978).					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)					212
☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					213
B. Records and reports available to the Seller (check one below):					214
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					216
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					217
D. MANUFACTURED AND MOBILE HOMES					218
If the property includes a manufactured or mobile home,					220
*A. Did you make any alterations to the home?	☐	☐	☐	☒	221
If yes, please describe the alterations:					222
*B. Did any previous owner make any alterations to the home?	☐	☐	☐	☒	223
*C. If alterations were made, were permits or variances for those alterations obtained?	☐	☐	☐	☒	224
10. FULL DISCLOSURE BY SELLERS					225
A. Other conditions or defects:					226
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	☐	☒	☐	☐	227
B. Verification					228
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensee harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensee, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					229
_____ Seller					230
09/08/2016 Date					231
_____ Seller					232
_____ Date					233
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					234
Encroachments, Easements, Nonconformances					235
Several of the buildings are within the now-required setback, but all are grandfathered in. The plaster boxes in the front of the house on the street are in the right of way, but have a variance from the City of Lake Forest Park. There is also an easement for the power line, which runs down the west side of the property.					236
Roof Leaks - Three roofs of the 9 have leaked in the last 6 years. One was immediately replaced, the other two are scheduled to be replaced in the next 60 days.					237
Settling - Minor settling of house about 10-12 years ago (small cracks in plaster after an earthquake). No change since.					238
Building repairs: I chimney above roof needs some brick work, several interior walls in house have minor plaster cracks (noted above), bathroom needs new roof and remodeling.					239

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DocuSign Envelope ID: D5070C19-5B36-4A87-B1F1-16DC960C7F53

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Seller Disclosure Statement
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7A.8.306, THE WASHINGTON RIGHT TO FARM ACT.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer: [Signature] Date: 12/3/19

Buyer: _____ Date: _____

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer: [Signature] Date: 12/3/19

Buyer: _____ Date: _____

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SELLER'S INITIALS: [Signature] Date: 6/28/2019

SELLER'S INITIALS: [Signature] Date: 12/3/19

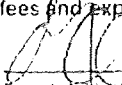
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Rev. 7/19
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Listing Broker, or at the licensed office of Listing Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Listing Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement, or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply.
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

 11/27/19
Buyer's Initials Date

Buyer's Initials Date

 11/27/2019

Seller's Initials Date

Seller's Initials Date

**Exhibit B to
Memorandum of Agreement for Acquisition of Property**

Forterra Rates

Rate Schedule

Position	Rate
President	\$250
VPs, CFO and Legal	\$225
Vertical Directors/Managing Directors	\$175
Other Directors, Program Mgrs., Sr. Project Mgrs.	\$150
Executive Assistants	\$125
Project Managers	\$115
Senior Project Associates	\$100
Project Associates & Fellows	\$90

RESOLUTION NO 1816**A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING AN INTERFUND LOAN FROM THE SEWER CAPITAL FUND TO THE STRATEGIC OPPORTUNITY FUND IN AN AMOUNT UP TO \$1,300,000 AND PROVIDING REPAYMENT PROVISIONS**

WHEREAS, the City of Lake Forest Park is purchasing real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") from Forterra NW for park purposes; and

WHEREAS, the City will receive two State grants, the Department of Commerce and the Recreation and Conservation Office grants ("State Grants"), for the Lake Front Property as reimbursement of City acquisition costs; and

WHEREAS, an interfund loan from the Sewer Capital Fund is necessary to assist the Strategic Opportunity Fund with a temporary cash flow need; and

WHEREAS, the Sewer Capital Fund has sufficient funds available to cover the cash flow needs of the Strategic Opportunity Fund for a necessary, short term interfund loan as authorized herein; and

WHEREAS, the interfund loan will be repaid with interest immediately upon receipt of the State Grants;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:

Section 1. Interfund Loan Authorized. A loan in an amount up to \$1,300,000 is hereby authorized from the Sewer Capital Fund to the Strategic Opportunity Fund. The loan shall be repaid in full plus interest from the Strategic Opportunity Fund, upon the receipt of the State Grants. Interest shall be paid at the rate of the current Local Government Investment Pool (LGIP) interest rate.

Section 2. Finance Director Authorized to Act. The Finance Director is authorized to transfer funds from the Sewer Capital Fund to the Strategic Opportunity Fund as authorized by Section 1 of this Resolution for the purpose of this interfund loan. The Finance Director is authorized and directed to repay the borrowed monies, plus interest, as required in Section 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 4th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: October 8, 2021
PASSED BY THE CITY COUNCIL: November 4, 2021
RESOLUTION NO.: 1816

RESOLUTION NO 1820**A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND FORTERRA NW FOR THE CITY'S PURCHASE OF TWO LAKE FRONT PARCELS FOR PARK PURPOSES**

WHEREAS, the City Council approved a Memorandum of Agreement ("MOA") with Forterra Northwest ("Forterra") on December 12, 2019, for the future purchase of real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") for park purposes; and

WHEREAS, the MOA gave the City two years to close the purchase upon the terms detailed in the MOA including price and an interim lease by the City; and

WHEREAS, the City has now obtained all the funding for the purchase of Lake Front Property from the City's Strategic Opportunity Fund, State grants, King County levy funds, and King County conservation futures funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Council of the City of Lake Forest Park authorizes the Mayor to execute the Purchase and Sale Agreement with Forterra NW for the Lake Front Property attached as Exhibit A, along with any other necessary and required documentation to close the sale, and expend the funds necessary to close the sale.

Section 2. Effective Date. This Resolution shall take effect immediately upon passage.

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

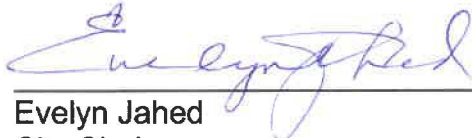
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 4th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: October 29, 2021
PASSED BY THE CITY COUNCIL: November 4, 2021
RESOLUTION NO.: 1820

EXHIBIT A
(to Resolution 1820)
PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement"), dated as of the 1st day of November, 2021, is entered into by and between FORTERRA NW, a Washington nonprofit corporation ("Seller"), and the CITY OF LAKE FOREST PARK, a municipal corporation and political subdivision of the State of Washington ("Buyer"). Buyer and Seller are hereafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Seller and Buyer entered into that certain Memorandum of Agreement for Acquisition of Property, effective December 12, 2019, the terms of which are incorporated herein by this reference (the "MOA"), relating to certain real property in the City of Lake Forest Park, King County, Washington, more particularly described on Exhibit A, attached hereto (the "Land"), which was purchased by Seller on January 23, 2020.

B. Seller and Buyer entered into that certain Lease Agreement with respect to the Land pursuant to which Buyer has been leasing the Land since it was acquired by Seller, the terms of which are incorporated herein by this reference (the "Lease"). The Lease shall terminate effective upon Closing (as defined below).

C. Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, all subject to the terms and conditions set forth in the MOA and this Agreement.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the Parties, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY. The "Property" subject to this Agreement includes the Land together with:

a. All rights, privileges and easements appurtenant to the Land, including without limitation: all minerals, oil, gas and other hydrocarbon substances on or under the Land; all development rights, air rights, and water rights relating to the Land; any and all easements, rights-of-way, rights of ingress or egress or other interest in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Land; all rights to utilities serving the Land; and all other appurtenances used in connection with the beneficial use and enjoyment of the Land;

b. All buildings upon and other improvements appurtenant to the Land;

and

c. All of Seller's rights, titles and interests in and to any tangible personal property located on and/or used in connection with the operation of the Land.

Notwithstanding the foregoing, in no event shall the Property include any real or personal property other than what was acquired by Seller pursuant to the Residential Real Estate Purchase and Sale Agreement included as Exhibit A to the MOA.

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

3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.

3.1. Amount. The purchase price ("Purchase Price") for the Property shall be Five Million Dollars (\$5,000,000). In addition to the Purchase Price, Buyer shall pay Seller the amounts provided for in Section 4(b) of the MOA (the "Additional Amount"). Seller acknowledges that Buyer has previously paid Seller the Conservation Fee provided for in Section 4(b)(iv), a portion of the interest accrued on Seller's Financing costs in Section 4(b)(ii), and property taxes in Section 4(b)(iii). Seller shall provide Buyer with an itemization of the Additional Amount at least five (5) days prior to Closing.

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

3.3 Earnest Money. No Earnest Money is being required of Buyer.

4. TITLE. Title to the Property shall be insurable by a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by First American Title Insurance Company or Chicago Title Insurance Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions (as defined below). The "Permitted Exceptions" means the Exceptions from Coverage specified in the title insurance policy issued by the Title Company to Seller at the time Seller acquired the Property, Policy Number 5011453-3340848, the terms of which are incorporated herein by this reference, excluding the Deed of Trust/Mortgage referred to in Paragraph 15 of Part Two thereof, and updated to reflect current General taxes and assessments. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

5. DELIVERIES TO ESCROW HOLDER.

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

a. Deed. A Bargain and Sale Deed warranting only against persons claiming by, through or under Seller and subject only to the Permitted Exceptions, but otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

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

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

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

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

a. Closing Funds. Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price, Additional Amount and Buyer's share of Closing costs.

b. Excise Tax Affidavit. The Tax Affidavit signed by Buyer or its agent.

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

6. CLOSE OF ESCROW.

6.1. Time. The close of escrow (the "Closing") shall occur at the offices of Escrow Holder on a date on or before December 31, 2021 that is agreed to by Buyer and Seller (the "Closing Date").

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

a. Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

b. Pay applicable real estate transfer excise taxes, record the Deed, and complete the prorations.

c. Issue and deliver the Title Policy to Buyer.

d. Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

e. Deliver the Purchase Price and Additional Amount less amounts applied as provided in Section 6.2(a) above, to Seller.

f. Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

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

6.4. Closing Costs and Prorations.

a. **Closing Costs.** Buyer agrees to pay all Closing costs including, without limitation: (A) all state, county and local documentary transfer taxes, including any Washington state real estate excise tax, (B) the premium for the Title Policy; (C) recording fees; and (D) any escrow fee.

b. **Property Taxes.** The Property has been determined exempt from property taxes.

6.5. Possession. Buyer presently has possession of the Property pursuant to the Lease and will remain in possession at and after Closing.

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

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

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

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

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

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

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

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

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

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

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

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

11. ENTIRE AGREEMENT. This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

12. DEFAULT; REMEDIES.

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

12.2. Seller's Remedies. If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement.

12.3 Impact of Termination. The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under the MOA and Lease or the rights and obligations of the Parties under Sections 7 and 12.4. Otherwise, upon termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

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

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

BUYER

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98158
Attn: City Administrator
phill@ci.lake-forest-park.wa.us

SELLER

Forterra NW
PO Box 4189
Seattle, WA 98194
Attn: Joe Sambatero

jsambatero@forterra.org

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received four (4) days after deposit in the mail. Facsimile transmission of any signed original document or notice, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party or the Escrow Holder, the Parties will confirm facsimile transmitted signatures by signing an original document.

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

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

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

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

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

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

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

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

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

SELLER:

FORTERRA NW

By: _____

Name: Michelle Connor

Title: President

Date: _____, 2021

BUYER:

CITY OF LAKE FOREST PARK

By: _____

Name: _____

Title: _____

Date: _____, 2020

EXHIBIT LIST

A Legal Description

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1 IN BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

PARCEL B:

THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, IN BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

APN: 403010-0035-03 and 403010-0040

Project Sponsor: City of Lake Forest Park
Project Title: Lake Front Property

Project Number: 20-1862A
Approval Date: 06/30/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Lake Forest Park (Sponsor, and primary Sponsor), 17425 Ballinger Way NE, Lake Forest Park, WA 98155, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Lake Forest Park will use this grant to acquire waterfront land located near the City's Town Center and the Burke-Gilman Trail, and next door to Lyon Creek Waterfront Preserve. This property is situated on the northwest shores of Lake Washington and is approximately 1.65 acres of lake front property. The primary recreation opportunities provided by this project are swimming, picnicing, and sightseeing.

PERIOD OF PERFORMANCE

The period of performance begins on November 1, 2021 (project start date) and ends on November 30, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor’s long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$856,949.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Water Access	51.01%	\$856,949.00	State
Project Sponsor	48.99%	\$823,040.00	
Total Project Cost	100.00%	\$1,679,989.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

SPECIAL CONDITIONS

1. Cultural Resources Review. This project is subject to review under Executive Order (EO) 2102. The Recreation and Conservation Office (RCO) has not yet completed our consultation efforts for this project. No ground disturbing activities or demolition may be initiated until the sponsor has received notice from RCO that the appropriate cultural resource review process has been completed. RCO will not authorize any ground disturbing actions to occur, or release final payment for acquisitions, until consultation is complete and all cultural resources requirements have been met.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact
Cory Roche
Comm. & Envir. Service Coord.
17425 Ballinger Way NE
Lake Forest Park, WA 98155
croche@cityofflp.com

RCO Contact
Jesse Sims
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
jesse.sims@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1862, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Lake Forest Park

By: 
Jeff Johnson (Nov 3, 2021 12:10 PDT)

Date: Nov 3, 2021

Name (printed): Jeff johnso

Title: Mayor

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: 
For Megan Duffy
Director
Recreation and Conservation Office

Date: Nov 5, 2021

Pre-approved as to form:

By: David B. Merchant.
Assistant Attorney General

Date: 06/01/2021

Project Sponsor: City of Lake Forest Park
Project Title: Lake Front Property

Project Number: 20-1862A
Approval Date: 06/30/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Parcels (4030100040, 4030100035) (Worksite #1, Lake Front Property - Water Access)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake

1.65

Existing structures on site:

Structures and acres excluded for ineligible use,
Structures to be demolished

Incidentals

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:

Cabins and the parking structure built in the
1930's.

Project Sponsor: City of Lake Forest Park

Project Number: 20-1862A

Project Title: Lake Front Property

Approval Date: 06/30/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	11/01/2021	
	Order Appraisal(s)	12/01/2021	
	Progress Report Due	01/31/2022	
	Order Appraisal Review(s)	02/01/2022	
	Survey Complete	02/28/2022	
	Purchase Agreement Signed	04/30/2022	
	Cultural Resources Complete	05/31/2022	See special condition #1
	Acquisition Closing	06/30/2022	
	Progress Report Due	06/30/2022	
	Annual Project Billing Due	07/31/2022	
	Recorded Acq Documents to RCO	07/31/2022	
	Progress Report Due	12/01/2022	
	Progress Report Due	06/30/2023	
	Funding Acknowl Sign Posted	07/31/2023	
	Annual Project Billing Due	07/31/2023	
	Demolition Complete	08/31/2023	
	RCO Final Inspection	09/30/2023	
	Final Billing Due	10/01/2023	
	Final Report Due	10/16/2023	
	Agreement End Date	11/30/2023	

Project Sponsor: City of Lake Forest Park
Project Title: Lake Front Property

Project Number: 20-1862A
Approval Date: 06/30/2021

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2021.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to

cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party

that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. **Discovery**
 - 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-

Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or

as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or

- 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

- E. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- F. **Buildings and Structures.** Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, and ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES SECTION.
- G. **Hazardous Substances.**
- 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70A.305.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70A.305.
 - 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- H. **Developing and Restoring Purchased Property.** If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
 - 2) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's

designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for

substantially the entire period of performance and of long-term obligation.

- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State

of Washington and agrees to venue as set forth above.

SEVERABILITY

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

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

20-1862 Agreement - Lake Front Property

Final Audit Report

2021-11-05

Created:	2021-10-27
By:	Lan Nicolai (lanlalit.nicolai@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANZoXZ8i9VOXDdlgdSlzjYel3IW-ADw2S

"20-1862 Agreement - Lake Front Property" History

-  Document created by Lan Nicolai (lanlalit.nicolai@rco.wa.gov)
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Approval Date: 2021-11-03 - 5:50:10 PM GMT - Time Source: server - IP address: 146.129.245.130
-  Document emailed to Jeff johnso (jjohnson@ci.lake-forest-park.wa.us) for signature
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Signature Date: 2021-11-03 - 7:10:52 PM GMT - Time Source: server- IP address: 174.204.64.250

 Document emailed to Marguerite Austin (marguerite.austin@rco.wa.gov) for signature

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 Document e-signed by Marguerite Austin (marguerite.austin@rco.wa.gov)

Signature Date: 2021-11-05 - 7:59:23 PM GMT - Time Source: server- IP address: 198.238.202.220

 Agreement completed.

2021-11-05 - 7:59:23 PM GMT



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 25, 2023
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Resolution 23-1898/Authorizing the Mayor to Sign a Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild

Legislative History

- First Presentation: City Council Regular Meeting Closed Session 4/14/2022
- Second Presentation/Action: City Council Regular Meeting 4/28/2022
- Third Presentation: City Council Regular Meeting Closed Session 3/23/2023
- Fourth Presentation/Action: City Council Regular Meeting 5/25/2023

Attachments:

1. Resolution 23-1898
2. Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park, and Lake Forest Park Police Guild
3. Collective Bargaining Agreement between City of Lake Forest Park and Lake Forest Park Police Guild dated January 1, 2022, through December 31, 2024.

Executive Summary

The City Administration and Lake Forest Park Police Guild have bargained in good faith and reached a Memorandum of Agreement to the Collective Bargaining Agreement for January 1, 2022, through December 31, 2024.

Background

The previous Collective Bargaining Agreement (CBA) between the City of Lake Forest Park and the Lake Forest Park Police Guild expired on December 31, 2020. The Guild approached the City in 2020 and asked to extend that contract by one (1) year to December 31, 2021, agreeing to a 0% wage increase considering the uncertainty of City finances due to the COVID-19 epidemic. In July 2021, the City Administration and the Lake Forest Park Police Guild began negotiations for a successor collective bargaining agreement.

The three-year contract, executed April 28, 2022, provided for the following wage adjustments:

Commissioned Employees

1/1/2022: 3.0% COLA (includes retro pay)

7/1/2022: 3.0% Market adjustment

(This is an effective rate of 4.5% for 2022)

1/1/2023: 3.0% COLA

1/1/2024: 3.0% COLA

Non- and Special-Commissioned Employees

1/1/2022: 4.0% (includes retro pay)

1/1/2023: 3.0%

1/1/2024: 3.0%

Given the early execution of the current CBA and the uncertainty of future inflation at the time, many cities in the region bargained contracts with market adjustments well above what this agreement contains. This in tandem with the tight labor market has made it difficult to attract qualified talent and has also played a role in the loss of seasoned officers.

The administration made a proposal on May 2, 2023, to the Guild as follows:

- Wages for commissioned, and non- and special-commissioned members would increase 5% effective June 1, 2023. This is in addition to the January 1 COLA.
- Article 6 of the current CBA would be amended, allowing the Chief additional latitude in moving officers from one squad to another based on operational needs.
- Article 7 of the current CBA would be amended clarifying the assigning of Off-Duty overtime.
- Article 10 of the current CBA would be amended with respect to the donation of sick leave, to mirror the employee handbook and expand the use of such leave for care of family members.

The administration was notified later the same day that the Guild had accepted the proposal in its entirety. Upon authorization of this proposal by the Council, all noted changes will become effective. The salary increase will place salaries just above the average for the seven comparison cities, resulting in the third highest pay scale. Comparison cities are selected based on 50%+/- of population and assessed value.

The pay increase will extend to the Lieutenants' as well, to avoid salary compression between that position and the position of Sergeant. The two lieutenant positions would also be increased by 5.0%. The amendments to the 2023 and 2024 Budgeted Positions and Salary Schedule adopted with the 2023-2024 Biennial Budget are proposed to Council by separate ordinance.

Fiscal & Policy Implications

The total 2023 annual salary increase to the budget is approximately \$97,000 including the two lieutenant positions. With an effective date of June 1, will result in a 2023 increase of roughly \$57,000. There is sufficient salary budget in the police department to cover this increase in 2023. The salary

increase in 2024 will be roughly \$100,000. If necessary, the police salary budget for 2024 will be amended during the mid-biennial budget process.

Alternatives

Options	Results
Authorize the mayor to enter into a Memorandum of Agreement with the Guild.	Changes noted above will become effective and officer salary will be more in line with the market.
Do not authorize the mayor to enter into a Memorandum of Agreement with the Guild.	No changes will take effect, resulting in greater pay disparity between LFP and the comparable cities.

Staff Recommendation

Adopt Resolution 23-1898, authorizing the Mayor to enter into a Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild.

RESOLUTION NO. 23-1898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKE FOREST PARK, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE
MEMORANDUM OF AGREEMENT BETWEEN THE
LAKE FOREST PARK POLICE GUILD AND THE CITY

WHEREAS, the Lake Forest Police Guild has agreed to a Memorandum of Agreement (“MOA”) to modify the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Police Guild; and

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

Section 1. MEMORANDUM OF AGREEMENT AUTHORIZED. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Memorandum of Agreement by and between the City of Lake Forest Park and the Lake Forest Park Police Guild 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 Lake Forest Park City Council this ____ day of May, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1898

MEMORANDUM OF AGREEMENT

Re: 2023 Contract Re-Opener

THIS MEMORANDUM OF AGREEMENT (MOA) is by and between the Lake Forest Park Police Guild (the “Guild”) and the City of Lake Forest Park (the “City”), collectively the “parties.”

I. RECITALS

The City and the Guild are parties to the Collective Bargaining Agreement, effective January 1, 2022, through December 31, 2024 (the “Agreement”). The parties wish to increase wages and modify other Agreement terms to improve competitive recruitment and retention in the current labor market and address operational issues. Thus, the parties enter this MOA to modify the Agreement’s terms.

II. AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree to the following:

- 1. Effective upon this MOA’s full execution, the Wage Appendix A provided in the Agreement shall be adjusted upward by 5.0%.
- 2. This one-time, mid-year wage increase responds to the current economic, labor market, and operational circumstances. It has no precedential value and shall not be referenced by either party to assert precedence.
- 3. Only City employees who are actively employed on the effective date of this MOA are eligible to receive this one-time mid-year wage increase.
- 4. Effective upon full execution of this MOA, the parties shall incorporate the changes provided in Attachment A to the terms and conditions of the Agreement.
- 5. Except as described in this MOA, the terms and conditions of the Agreement remain unchanged and in effect per the Agreement’s terms.
- 6. This MOA is effective upon full execution and shall expire on the effective date of a successor to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD

_____ Jeff Johnson Mayor of Lake Forest Park	_____ Date	_____ Jerome Walker Guild President	_____ Date
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Attachment A

ARTICLE 6 HOURS OF WORK

- 6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:
- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
 - For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

[This Section permits the Police Chief or designee to move commissioned employees to different squads. Commissioned employees may be moved from one squad to another based on the City's operational needs.](#)

7.7 Overtime Awards & Scheduling:

a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.

b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.

[d. Off-Duty overtime is exempt from this Section and shall be assigned on a first-come, first-served basis. Patrol operations is a priority and commissioned employees cannot take time off below minimum coverage. Support staff \(e.g., detectives, traffic\) is not included in minimum coverage. Commissioned employees shall not create patrol overtime for others by taking an off-duty shift. "Off-duty overtime" is defined as court security detail or overtime reimbursed by third party entities \(i.e., UW sports, Shoreline School District, Shoreline Arts\), except it does not mean work eligible for CJTC backfill reimbursement.](#)

10.12 An employee may transfer any unused sick leave to an employee who is currently on an approved family or medical leave due to a serious health condition ~~who has used up all of their sick leave from a serious illness, injury or accident.~~ Employees cannot receive donated sick leave unless they have exhausted all of their accrued time-off balances (e.g., sick, vacation, kelly hours, floating holiday, and comp time).

a. Donated sick leave cannot be used to restore an employee's negative leave balance.

b. No more than a total of 12 weeks per rolling calendar year is eligible for donation to any one employee.

c. An employee may donate their accrued sick leave when they separate from employment. The donated leave is available to employees for their approved family or medical leave period and up to 60 days following such leave period to use for qualifying occurrences per Section 10.6.

WAGE APPENDIX "A"
2022 - 2024
by and between the
CITY OF LAKE FOREST PARK
and
LAKE FOREST PARK POLICE GUILD

A.1 Effective upon the effective date of this Agreement, the 2021 base wage rate for Commissioned Police Officers shall be increased by 3.0% and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0%, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5754
	B	13 - 24 months	6209
	C	25-36 months	6703
	D	37 + months	7190
Sergeant I - Probationary (95% of Sergeant II)			8081
Sergeant II (18.3% above Police Officer Step D)			8506

A.2 Effective July 1, 2022, the 2022 base wage rate for the Non- and Special-Commissioned employees shall remain the same and the 2022 base wage rate for Commissioned Police Officers shall be increased by a 3.0% market adjustment, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5927
	B	13 - 24 months	6395
	C	25-36 months	6904
	D	37 + months	7406
Sergeant I - Probationary (95% of Sergeant II)			8323
Sergeant II (18.3% above Police Officer Step D)			8762

A.3 Effective January 1, 2023, the 2022 base wage rate shall be increased by 3.0%, resulting in a 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4680
	B	13 - 24 months	4847
	C	25-36 months	5013
	D	37 - 48 months	5177
	E	49 - 60 months	5342
	F	61 + months	5508
Support Services Officer	A	0 - 12 months	4850
	B	13 - 24 months	5197
	C	25-36 months	5543
	D	37 + months	5898
Police Officer	A	0 - 12 months	6104
	B	13 - 24 months	6587
	C	25-36 months	7111
	D	37 + months	7628
Sergeant I - Probationary (95% of Sergeant II)			8573
Sergeant II (18.3% above Police Officer Step D)			9024

A.4 Effective [June 1, 2023](#), the January 1, 2023, base wage rate shall be increased by [5.0%](#), resulting in a [mid-year 2023](#) base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4914
			5089
	B	13 - 24 months	5264
	C	25-36 months	5436
	D	37 - 48 months	5609
	E	49 - 60 months	5783
	F	61 + months	
Support Services Officer			5093
	A	0 - 12 months	5457
	B	13 - 24 months	5820
	C	25-36 months	6193
	D	37 + months	
Police Officer			6409
	A	0 - 12 months	6916
	B	13 - 24 months	7467
	C	25-36 months	8009
	D	37 + months	
Sergeant I - Probationary (95% of Sergeant II)			9002
Sergeant II (18.3% above Police Officer Step D)			9475

A.5 Effective January 1, 2024, the [mid-year](#) 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

Records Specialist	A	0 - 12 months	5061
	B	13 - 24 months	5242
	C	25-36 months	5422
	D	37 - 48 months	5600
	E	49 - 60 months	5777
	F	61 + months	5957
Support Services Officer	A	0 - 12 months	5246
	B	13 - 24 months	5621
	C	25-36 months	5994
	D	37 + months	6378
Police Officer	A	0 - 12 months	6601
	B	13 - 24 months	7124
	C	25-36 months	7690
	D	37 + months	8250
Sergeant I - Probationary (95% of Sergeant II)			9272
Sergeant II (18.3% above Police Officer Step D)			9759

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF LAKE FOREST PARK

AND

LAKE FOREST PARK POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

January 1, 2022 through December 31, 2024

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF LAKE FOREST PARK
AND
LAKE FOREST PARK POLICE GUILD

PREAMBLE

This Agreement is made and entered into pursuant to RCW Chapter 41.56 by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City" or "Employer," and the Lake Forest Park Police Guild, hereinafter known as the "Guild," for the purpose of setting forth the wages, hours, and working conditions which will be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 2 below.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful, rapid, and inexpensive adjustment of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 CLAIMS AND ALLEGATIONS

- 1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin, disability or activity protected by RCW 41.56 or other applicable Federal Law may process such complaints through the Grievance Procedure of this Agreement.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 1.3 Further, this Agreement shall not cover: those matters for which the Washington State Department of Labor & Industries rules and regulations provide relief; City, State or Federal "whistleblower" statutes and ordinances; or matters exclusively subject to Civil Service rules and regulations.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Guild as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for police department personnel, including: police officers, corporals, sergeants, support service officers, and records clerks.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Guild recognizes that the City maintains certain inherent "management rights" and that the rights not specifically limited herein are reserved to the City. These management rights include but are not limited to:
 - 3.1.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the Employer unless otherwise provided for in the terms of this Agreement.

- 3.1.2 The Employer has the authority to adopt rules for the operation of the Police Department and the conduct of its Employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service Rules, or applicable law.
- 3.1.3 The Employer has the right to discipline, temporarily lay off or discharge employees for reasonable and just cause; assign work and determine duties of Employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, Civil Service Rules, or applicable law.
- 3.1.4 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and personnel and public safety.
- 3.1.5 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.
- 3.1.6 The Employer has the right to recruit, assign, transfer, or promote employees to positions within the Department.
- 3.1.7 The Employer has the right to determine methods, means and personnel necessary for departmental operations.
- 3.1.8 The Employer has the right to control the departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.
- 3.1.9 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- 3.2 Provided nothing contained herein shall be construed as a waiver of the Guild right to require bargaining concerning mandatory subjects of bargaining.

ARTICLE 4 GUILD MEMBERSHIP, DUES DEDUCTION, AND UNION ORIENTATION

- 4.1 Guild Membership: Employees in the bargaining unit may voluntarily join the Guild, including payment of Guild dues in accordance with Article 4.2 below. The City and Guild recognize it is not a condition of employment to become a Guild member, however, the Guild encourages all employees to join the Guild for purposes of solidarity, employee benefits, and job security. The City agrees to remain neutral with regard to Guild membership.
- 4.2 Dues Deductions: For those employees who affirmatively consent and provide written authorization to the City, the City will deduct monthly Guild dues and initiation fees uniformly required of membership. The City shall be allowed a reasonable period of time, subject to its regular payment of claims and warrants, in which to commence such deduction. Employees who withdraw consent shall notify the Guild, the Guild shall then notify the City of the same, and the City will stop deducting dues by the next payroll period or as soon as practicable.
- 4.6 Hold Harmless: The Guild shall indemnify and hold the City harmless from any and all liability arising as a result of administration of the membership provisions and dues deductions provisions in this Article.
- 4.7 Guild Orientation: Per RCW 41.56.037, the City will schedule a 30-minute meeting to provide the Guild access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. These meetings may take place during the City's New Employee Orientation, in small groups, or individually. The meeting will occur during work hours at the regular worksite of the employee.

ARTICLE 5 GUILD ACTIVITY

- 5.1 **Conduct of Guild Business:** Guild business such as handling grievances and other legitimate routine matters may be conducted on the City premises only with advance approval of the City and further provided that such business does not, in the opinion of the City, interfere with Police Department operations or other City functions. Scheduled Guild meetings may be held in City facilities subject to the foregoing. Use of Police Department premises shall be subject to the approval of the Police Chief or designee; other City facilities shall be subject to approval of the Mayor, City Administrator or other designee. This Article shall not give rise to a specific right on the part of the Guild to conduct a certain number of meetings or certain specified activities on the premises. All minor and miscellaneous Guild business conducted on premises shall be conducted during off-duty time for the employees involved, taking 20 minutes or less.
- 5.2 **Guild Representatives:** The Guild shall provide written notice to the City of the names of the officials authorized to represent the Guild immediately upon their election or appointment. The City will allow such authorized representatives reasonable access to Guild members for purposes of handling grievances and other legitimate Guild business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Guild employee; shall be subject to approval of the Chief or designee. The Police Chief may grant an employee who is also a Guild representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Guild business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of negotiating a successor Agreement, the City shall permit up to three (3) representatives paid release time for the purpose of attending negotiations.
- 5.3 **Bulletin Boards:** The Employer shall provide space for a bulletin board which may be used by the Guild.
- 5.4 **Educational Meetings:** The Employer agrees to allow two members of the Guild, as selected by the Guild, unpaid leave of absence, to take up to four (4) days per calendar year, for the purpose of attending training session related to Guild representation, provided that any such unpaid leave shall be scheduled at least thirty (30) days in advance and shall be subject to scheduling limitations of the Police Department. In the event that release of two members shall cause a hardship on police staffing, the City shall be under no obligation to provide or allow for such release.

ARTICLE 6 HOURS OF WORK

- 6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days' of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:

- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
- For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies, and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to

a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

- 6.2 Each officer shall be entitled to one-half (1/2) hour meal period. There shall be a minimum of seven (7) and one-half (1/2) hour separation between shifts.
- 6.3 At the beginning of each calendar year, twelve (12) hour shift employees shall receive one hundred and ten (110) hours of Kelly time. Kelly time may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with Kelly time owing, it will be deducted from any final payout. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any accrued but unused Kelly time that has been earned and accumulated during the calendar year when they are permanently separated from the City.
- 6.4 Detectives, Administrative Sergeants, and Special Assignments such as Traffic, CRO, or K-9 shifts shall be eight (8), ten (10), or twelve (12) hour shifts if mutually agreed. Shift lengths may be modified upon approval of the Chief or designee.

The assigned shift schedule for employees designated in Paragraph 6.4 above, as well as employees assigned to the SWAT team, may vary during shift cycles in which they attend mandatory training, special details, or a preplanned deployment that is scheduled at least fourteen (14) calendar days prior to the training/special detail/deployment. In the event of such scheduled mandatory training, special detail, or preplanned deployment, the affected employee and his/her supervisor will mutually agree to deviations from the employee's regular shift cycle to avoid the occurrence of unnecessary overtime.

- 6.5 For records personnel, eight (8) hour shifts shall apply which shall be scheduled from 08:00 to 17:00 (with a one (1) hour unpaid meal break) Monday through Friday. Support Services Officer will work an eight (8) hour shift with a half-hour (1/2) unpaid meal break during the eight (8) hour day from 09:00 to 17:00 Monday through Friday. Shift schedules for records and support staff may be modified by mutual agreement.
- 6.6 In the event of a shift schedule change, not the result of an emergency or a mutual request between employees, the Employer shall be required to pay overtime for any changed hours with less than seventy-two (72) hours' notice.
- 6.7 Employees will be allowed to flex their hours of work to attend voluntary training. Training may be denied if an employee does not flex his or her work schedule.
- 6.8 Volunteer training is any pre-approved educational course, conference, seminar, briefing, convention, or other function of a similar nature (excluding the Basic Law Enforcement Academy) intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time to/from training shall be paid based on the minimum requirements of the FLSA.

ARTICLE 7 OVERTIME

- 7.1 Overtime Defined: Overtime is all required and specifically authorized work performed in excess of an employee's normal daily work schedule or work exceeding forty (40) hours in any workweek. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be taken and paid in increments of 15 minutes, only. Sick leave, compensatory time, vacation time, and holiday time (including floating holiday time) off shall apply as time worked for purposes of calculating overtime.
- 7.1.1 A 207(k) exemption to the FLSA is agreed for 12-hour shift employees. For purposes of the 207(k) exemption, 12-hour shift employees will be on a 24-day cycle in which they work 144 regularly scheduled hours, three (3) days on followed by three (3) days off. Overtime for 12-hour shift employees shall be incurred for work in excess of the employee's normal daily schedule or in excess of the work cycle.
- 7.2 Overtime Compensation: Overtime work shall be compensated for at the rate of one and one-half times an employee's regular hourly rate of pay, that is, the base wage rate of pay plus any special pays for longevity, education or extra duty assignments, in cash, or, if the employee does not elect cash payment, then the employer may choose either a cash payment or compensatory time-off at the rate of one and one-half (1 and 1/2) times per hour worked, provided the employee shall have the sole discretion to choose comp time until the employee has accumulated two hundred (200) hours in his/her bank.
- 7.3 Limitations on Overtime: An employee shall be allowed to accrue a maximum of 200 hours of banked compensatory time. An employee may require the City to purchase up to eighty (80) hours of compensatory time per year. The City may, elect to purchase up to eighty (80) hours of the employees compensatory time per year, provided the Employer's action will not drop the employees compensatory time balance below eighty (80) hours.
- 7.4 Accrued Unpaid Overtime: Requests to take accrued unpaid compensatory time shall be granted unless to do so would unnecessarily disrupt the Department operations, as determined by the Chief or Chief's designee.
- 7.5 Call In Overtime: Any time an Employee is called in to work, the employee shall be guaranteed a minimum of three (3) hours pay at one and one half times the employee's regular hourly rate of pay or compensatory time off.
- 7.6 Court and/or Subpoenaed Appearances: An employee who appears in Court or responds to a subpoena on behalf of the City shall receive a minimum of three (3) hours of overtime compensation for such appearance. An employee is not entitled to the three (3) hour minimum if the appearance begins during an employee's paid shift, provided the employee is paid at the overtime rate for all time spent beyond the employee's regular shift.
- 7.7 Overtime Awards & Scheduling:
- a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.
 - b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in

order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays: The following days shall be recognized and observed as paid holidays:

Recognized Holiday	Observed Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day After Thanksgiving	Fourth Friday in Nov.
Christmas Day	December 25

8.2 Work on Paid Holiday: Employees who are required to work on the above listed holidays shall be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay as defined in Article 7.2. Commissioned employees assigned to the traffic, K-9, and detective units may schedule their holiday day off on a different date than the observed holiday with advance approval by the Chief of Police or designee.

Employees who elect to receive comp time for working a holiday shall receive their regular rate of pay for all time worked in addition to 1/2 time worked credit to the employee's comp time bank.

8.3 Employees who are called in on a holiday referenced in Article 8.1 shall receive a minimum of three (3) hours of compensation at the rate of two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent. Employees who work overtime on a holiday shall receive two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent.

8.4 Floating Holidays: Any employee who has completed six (6) months of service shall be given sixteen (16) hours of floating holiday time each year. An Employee may take said floating holiday hours at such time as is mutually agreeable to both Employee and the Department Head or designee. If no mutually agreeable time is found, the employee may elect to cash out at the base wage rates listed in Appendix A or add the holiday hours to their vacation bank or compensatory time bank by the end of each calendar year. See compensatory time cash out provisions in Article 7.2 and vacation cash out provisions described in Article 9.3.

8.5 Employees shall receive 96 hours of paid holiday leave per year. When an employee requests paid time off, the employee shall specify which bank or banks of leave are to be used. For example, if a 12 hour shift employee wants to take a paid day off, the employee can specify many different combinations of leave for pay which include the following: 8 hours holiday plus 4 hours vacation; 8 hours holiday plus 4 hours compensatory time; or just 12 hours of holiday leave. If the 12 hour shift employee applies for 8 hours of holiday only, the employee will only receive 8 hours of pay for that shift, and nothing more. Likewise, if a 12 hour shift employee requests a paid Kelly Day or vacation day off, and wants to be compensated for all 12 hours of the shift, the employee shall specify a sum total of 12 hours of leave to be deducted from his/her bank(s).

- 8.6 Accrued Holiday Hours – Holiday hours may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with holiday time owing, it will be taken from any final payout.
- 8.7 All regular employees shall be compensated in cash, at their base wage rate of pay as listed in Appendix A, for any accrued but unused holiday time not to exceed eighty (80) hours when they are permanently separated from the department. Per Article 8.4, on January 1 of each calendar year, employees earn sixteen (16) hours of personal/floating holiday time. The other holiday hours are considered accrued on or after the date of the holiday specified by Article 8.1 of this Agreement.

ARTICLE 9 VACATION LEAVE

- 9.1 Vacation: Employees shall accrue the following vacation leave with pay based upon their length of service with the Employer.

Length of Service	Annual Vacation Time Accrued
1 st through 48 th month	96 hours
49 th through 84 th month	120 hours
85 th through 120 th month	128 hours
121 st through 144 th month	152 hours
145 th through 180 th month	160 hours
181 st through 216 th month	176 hours
217 th month and more	192 hours

- 9.1.1 Annual leave with pay shall be allowed for each new Employee upon the completion of six (6) months of service. After six (6) months of service, each Employee shall be allowed to take vacation up to the amount of vacation time accrued. For purposes of providing annual vacation time accrual applicable to lateral new hires, the City may substitute length of continuous service with the Employer with length of continuous service in law enforcement.
- 9.2 Vacation Scheduling/Time-off Request: Employees may schedule vacation time off in accordance with the following rules:
- a. Employees may schedule time off until minimums are reached in each of the following work groups: each Patrol squad, Investigations, Records and Support Services.
 - b. Time off will be awarded to the employee requesting the time off first (first come = first served).
 - c. If a conflict exists between employees requesting the same time off because minimums will be reached, the time off will be granted by seniority.
 - d. Each employee will work with his or her supervisor to make the selection.
 - e. The employee is only guaranteed time off in the selected ("picked") period, not days before or after the selection.
 - f. All employees must receive the Chief's approval to take more than three (3) consecutive weeks of vacation.
 - g. For records employees, vacation will be scheduled by seniority
- 9.2.2 Sergeants: The time which a Sergeant may take vacation shall be determined by the Chief or designee and shall be based upon seniority within class.

- 9.3 Vacation Accrual: The maximum vacation accrued/banked shall be 240 hours. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any unused accumulation of vacation up to 240 hours when they are permanently separated from employment.
- 9.4 Vacation Cancellation: Once scheduled, a vacation shall not be canceled except in case of an actual emergency. Should a vacation be canceled due to a City declared emergency, the City shall reimburse the Employee for all non-recoverable costs, including the cost of transportation, not to exceed a total of \$500.00.

ARTICLE 10 OTHER LEAVE

- 10.1 Bereavement Leave - Definition: Immediate family member shall mean only the Employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, step-children, or domestic partner.
- 10.2 Bereavement Leave - Duration: In the event of the death of a member of the Employee's immediate family, the Employee shall be allowed to remain away from employment as follows:
- 10.2.1 Up to three (3) days off, to be taken as paid bereavement leave, with additional days, at the discretion of the Chief or designee, to be charged to accrued sick leave, overtime, uncompensated time, or vacation time. One day off with pay will also be granted in the event of the death of a relative who is not a member of the immediate family as defined above.
- 10.3 Bereavement Leave Notification: All bereavement leave shall be by notification and arrangement between the Employee and the Police Chief or designee.
- 10.4 Jury Duty: An Employee shall be granted leave of absence with pay for the purpose of reporting to Jury Duty. Any juror fees received shall be assigned to the City.
- 10.5 Emergency Leave: In the event of an unforeseen emergency which requires the absence of the employee from work, emergency leave shall be granted at the discretion of the Chief or Chief's designee. Such emergency leave shall be charged to an employee's unused vacation/holiday or compensatory time leave balance. Emergency leave shall be utilized only in instances where leave time is necessary but is not provided for elsewhere in the contract.
- 10.6 Sick Leave: Sick leave with pay shall accrue for employees at the rate of eight hours of leave for each full calendar month of the employee's service. There shall be a cap on the number of sick leave hours a member may carry over to the following calendar year, which shall be a maximum of 1,140 hours. The cap for cash-out calculation of any unused sick leave shall be limited to a maximum of 960 hours. Employees who are granted vacation or sick leave shall continue to accrue sick leave at the regular prescribed rate during such absence. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:
- 10.6.1 Illness or physical incapacity. If the Chief or designee has reasonable cause to believe that an Employee is abusing sick leave, the Chief or said designee may ask for a written statement from a medical doctor verifying such illness.
- 10.6.2 Forced quarantine in accordance with community health requirements.
- 10.6.3 Care of a child of the employee with a health condition that requires treatment or supervision.
- 10.6.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- 10.6.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- 10.6.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 10.6.4 An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- 10.6.5 For purposes of this Article, "Family Member" means:
- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.
- 10.7 Sick Leave – Notification: An employee intending to request sick leave shall inform the Police Chief or his designee of the fact and the reason therefore as soon as possible, at least one hour prior to their next scheduled work shift, or soon as practicable if one-hour notice cannot be provided.
- 10.8 Sick Leave - Physician's Certificate: Following the third consecutive sick leave absence, the City may require the employee to provide a physician's certificate verifying the necessity for sick leave. The City will pay the cost of such verification, if any, unless the same is covered by the applicable health plan.
- 10.9 Sick Leave - Transfers: When an employee is transferred to another position within the City of Lake Forest Park, any unused sick leave shall remain available for use, as necessary.
- 10.10 Family Medical Leave Act: Employees may qualify to take leave under the Federal Family Medical Leave Act of 1993, and RCW 49.78, if such statutes provide for leave, as provided for or hereinafter amended. Employees taking leave under Federal Family Medical Leave Act of 1993, and RCW 49.78, are required to use all accrued leave (sick, vacation, comp time or Kelly hours) concurrently with the leave provided for in the Federal Family Medical Leave Act of 1993, and RCW 49.78 as presently existing or hereinafter amended. The only exception to this requirement will be that an employee taking FMLA leave for new child purposes may request to retain up to 40 hours of accrued sick leave or comp time off for use upon his or her return to active employment.
- 10.11 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base wage rate of pay, for any unused accumulation of sick leave up to a total of 960 hours

when they are permanently separated from employment in accordance with the following payout schedule:

Separation Reason	Percentage of Accumulated, Unused Sick Leave Eligible for Cash Out
Termination	0%
Lay-Off, Separation in Anticipation of Lay-Off	25%
Disability Retirement	100%
Death	100%
Retirement	50%

- 10.12 An employee may transfer any unused sick leave to an employee who has used up all of their sick leave from a serious illness, injury or accident.
- 10.13 The Employer will abide by all State and Federal law s regarding the job rights of reservists and volunteers who are called or volunteer for active military duty. Returning veterans or reservists who comply with such laws shall be reinstated to the prior position (or position of like seniority, status and pay) with the same wage and benefit increases he or she would have earned if employment had not been interrupted by military service.
- 10.14 During the term of this Agreement, upon 30 days' written notice to the Guild, the City has the discretion to reopen this Agreement solely for purposes of bargaining changes to paid leave provided by this Agreement. This opener is provided in light of potential impacts of Washington's paid sick leave law, Initiative 1433.
- 10.15 Washington Paid Family and Medical Leave Program: The City shall comply with the Washington State Paid Family and Medical Leave (PFML) law (Title 50A RCW) and supporting regulations by either participating in the State-administered program or the City may self-administer the program following approval by the state Employment Security Department (ESD), consistent with the law.

The City has the sole discretion to determine if it will also pay the employee's share of the Paid Family and Medical Leave premium. For reference, in the 2021-2022 biennial, the City has determined that it will pay the employee's share of the premium for all employees from January 1, 2021, through December 31, 2022. Every two years, the City will determine whether or not it will pay the employee share of the Family and Medical Leave premiums when it drafts and approves its biennial budget. It is not a guarantee or Union right that the City will be able to pay the employee share in the future, and at the City's discretion, the employee may be required to pay their share with 30 days' notice to the employee and the Guild.

ARTICLE 11 SENIORITY AND LAYOFF

- 11.1 Seniority - Definition: Seniority shall be defined as the entire period of full-time, fully paid service with the employer, including probationary period.
- 11.2 Seniority - List: The Employer shall establish a seniority list which shall contain date of hire and classification of all regular employees. Said list shall be updated at least once a year and more frequently if needed. The Employer shall provide the Guild with a copy of said list each time the list is updated.
- 11.3 Layoff: In a given class in a department, the following shall be the order of layoff:
- Provisional appointees;
 - Temporary or intermittent employees not earning service credit;

- c. Probationers (except as their layoff may be affected by military service during probation);
- d. Regular employees in the order of their length of service, the one with the least service being laid off first. Layoff shall be within a classification, such as, police officers, records or other similar classification.

11.4 All employees subject to layoff shall be given 21 calendar days' notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior in that classification. Employees subject to layoff shall be placed on a rehire list for a period of two years. Those employees on the rehire list shall be called to return to work as positions become available before the City seeks outside applicants subject to the following:

11.4.1 The employee meets all standards and qualifications for the position;

11.4.2 Employees shall be called back in reverse order of layoff;

11.4.3 The laid off employee shall keep the Employer advised of their current address and telephone number;

11.4.4 Notices shall be mailed to the employee's last known address, and the failure of an employee to respond within seven (7) calendar days shall relieve the Employer of all further recall responsibilities.

ARTICLE 12 WAGES

12.1 Base wages shall be at the rates set forth in Appendix A.

Commissioned Police Officers

12.1.1 Effective January 1, 2022, wage rates shall increase by 3.0%.

12.1.2 Effective July 1, 2022, wage rates shall increase by 3.0% for a market adjustment.

12.1.3 Effective January 1, 2023, wage rates shall be increased by 3.0%.

12.1.4 Effective January 1, 2024, wage rates shall be increased by 3.0%.

Non-Commissioned and Special-Commissioned Employees

12.1.5 Effective January 1, 2022, wage rates shall increase by a 4.0%.

12.1.6 Effective January 1, 2023, wage rates shall be increased by 3.0%.

12.1.7 Effective January 1, 2024, wage rates shall be increased by 3.0%.

ARTICLE 13 RECRUITING INCENTIVE

13.1 The City recognizes the importance of recruiting quality candidates for the Police Department. The City shall pay to any employee covered by this Agreement the sum of \$500 for successfully recruiting a lateral entry police officer ("recruited employee"). To be eligible for the recruitment incentive, the recruited employee must successfully complete the probationary

period before the \$500 incentive is paid. The recruited employee shall state in writing the name of the employee responsible for his/her recruitment. Only one incentive shall be paid out per successful recruit.

ARTICLE 14 DEFINED BENEFIT PROGRAM

- 14.1 The City and employees will contribute to a 401(a) defined benefit plan. Each employee has a mandatory contribution rate of 6.2% of gross earnings. The Employer will match mandatory contributions to the 401(a) plan.
- 14.2 Employees are one hundred percent (100%) vested for their employee contributions to the 401(a) plan. Employees shall receive vesting credit in the Employer’s contributions according to the following schedule that is based on their length of employment with the City of Lake Forest Park, as follows:

14.2.1

Length of Employment	Vesting Credit
Less than 12 months	0%
12 months	33%
For each additional month through 35 months	2.7917%
36 months and more	100%

ARTICLE 15 DEFINED CONTRIBUTION PLAN

- 15.1 The employees may voluntarily contribute and invest pretax earnings into a 457 defined contribution plan. Participation and contributions to the 457 plan is voluntary.
- 15.2 The City offers matching for employees who voluntarily contribute into the 457 defined contribution plan. The City matches, on a dollar-for-dollar basis, up to fifty dollars (\$50.00) per month.

Example #1 – An employee who contributes \$50 earns a City match of \$50, for a total contribution of \$100.

Example #2 – An employee who contributes \$25 earns a City match of \$25, for a total contribution of \$50.

Example #3 – An employee who contributes \$100 earns a City match of \$50, for a total contribution of \$150.

ARTICLE 16 HEALTH AND WELFARE

- 16.1 For the term of this Agreement, employees shall have their choice of enrollment in two medical plans, subject to enrollment requirements imposed by the insurance carriers: AWC Kaiser \$200 or LEOFF Trust Plan F.

During the term of this Agreement, should the City be at risk of losing coverage for LEOFF 1 retirees, the Agreement shall be reopened for purposes of bargaining replacement medical coverage. In no instance will the City be contractually obligated to continue providing coverage for Guild employees in a manner that results in the loss of coverage for LEOFF 1 retirees based on the choice of plans offered in Article 16.1.

- 16.2 Medical Insurance: For employees enrolled in AWC Kaiser \$200, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, without any limit on annual premium increases.

For employees enrolled in LEOFF Trust Plan F or FX, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, up to the first eight percent (8%) of any annual premium increase. Should any annual premium increase exceed eight percent (8%), for both employee and spouse/dependent coverage, the Employer and employees shall split 90/10 the increase beyond eight percent (8%).

Premium Cost-Sharing Example: In 2022, assume monthly premiums for LEOFF Trust Plan F employee-only coverage cost \$1000. In 2022, the Employer pays \$1000 (100%) and the employee pays \$0 (0%). In 2023, if premiums increase by \$90 (a 9% increase, exceeding the 8% threshold in Article 16.2), the 2023 and 2024 cost-sharing arrangement for employee-only coverage shall be as follows:

Employer Pays in 2023: \$1080 (2022 rate, plus first 8% of 2023 increase, which is \$80) + \$9 (90/10 split of 2023 increase beyond 8%) = **\$1089**.

Employee Pays in 2023: \$0 (rate owed in 2022) + \$1 (90/10 split of 2023 increase beyond 8%) = **\$1**.

Employer Pays in 2024: Assuming premiums increase by 10% in 2024 to \$1199, the Employer pays \$1089 (2023 rate) plus \$87.20 (100% of the first 8% of increase) plus 90% (90/10 split) of the amount of the increase over 8%, or \$19.62 = \$1195.82

Employee Pays in 2024: Employee pays: \$0 (split owed in 2022) + \$1 (10% split owed in 2023) + 2.18 (10% split owed in 2024) = \$3.18

- 16.3 Dental Insurance: The Employer agrees to pay one hundred percent (100%) of the cost of dental insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan F. In addition, the Employer agrees to pay one hundred percent (100%) of the cost of the orthodontics insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan III. As an alternative, an employee may select the Willamette Dental of Washington \$15.00 co-pay plan.
- 16.4 Vision Insurance: The employer agrees to pay 100% of the premiums necessary to provide the AWC Vision Service Plan.
- 16.5 Life Insurance: The City agrees to pay the full cost of a fifty-thousand dollar (\$50,000) life insurance policy benefit for each employee, subject to any limitations or exclusions as a result of pre-existing conditions, and as determined by standard life insurance contract. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing life insurance policy, the City may choose a replacement insurance carrier.
- 16.6 Indemnification: The Employer shall provide insurance for all employees for all claims arising out of their employment with the City, while acting in their official capacity. In addition, the Employer shall pay on behalf of any employee any sums, including reasonable legal expenses, which the employee shall become legally obligated to pay as a result of reasonable and lawful activities and exercise of authority clearly within the scope of assigned duties and responsibilities as an employee of the City, and which are reasonably necessary in order for such employee to be represented. Choice of legal representation will be determined by the Employer.
- 16.7 Disability Insurance: The City will provide long term disability insurance through AWC for a 90-day waiting period with 67% of salary benefit. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing disability policy, the City may choose a replacement insurance carrier.

ARTICLE 17 OFF-DUTY EMPLOYMENT

17.1 Off-Duty Employment: The Employee may perform other employment during off-duty hours so long as the employment off hours will not adversely affect the on-duty status of the officer or the ability of the officer to perform duties for shifts filled by the officer, and is not a conflict of interest. The employee shall notify the Chief or designee in writing stating the place of employment, employer, hours to be worked, and a brief description of the work to be performed. The Chief may deny off-duty employment if a current or future conflict of interest is demonstrated. The Chief will respond to the request within ten (10) days of the request.

ARTICLE 18 CLOTHING AND EQUIPMENT

18.1 Issued Equipment: The Employer shall initially provide necessary uniforms and equipment for first time outfitting of police personnel. The uniforms and equipment will remain the property of the City. The Department shall issue to each new Employee the following items:

- Long Sleeve Shirt..... 1
- Formal Tie..... 1
- Tie Bar 1
- Short Sleeve Shirt 1
- Additional long or short sleeve shirt..... 1
- Trousers 2
- Standard Jumpsuit 1
- Trouser Belt 1
- Formal Hat with Hat Badge..... 1
- Metal Name Tag..... 1
- Traffic Safety Vest..... 1
- Badge 1
- Duty Belt Gear..... 1
- (Holster, (2) handcuffs & case, ammunition holder, OC spray & holder, ASP & holder, flashlight holder, keepers, tourniquet holder with tourniquet)
- Flashlight..... 1
- Protective Vest 1
- Duty Issue Weapon 1
- Duty Issue Jacket..... 1
- Footwear 1

Uniform and equipment specifications can be found in the Uniform and Equipment Specification Manual.

The department will provide entry level new hires with all required equipment to attend the Basic Law Enforcement Academy. The list of required academy items is developed by CJTC/BLEA and is incorporated into the department’s Uniform and Equipment Specifications Manual.

- 18.1.1 New uniformed employees hired prior to August 1st of the calendar year and existing uniformed personnel will receive a \$625.00 equipment allowance in January of each year. In addition, all uniforms and equipment required at the Academy will be provided by the Employer.
- 18.2 Personal Items: Employer will not pay for normal wear and tear of personal items but will pay for reasonable repair or replacement of personal items damaged or lost in the line of duty.
- 18.3 Where the Department requires an article of clothing which requires dry cleaning only, the City shall pay dry cleaning costs.

- 18.4 A designated agency representative will be responsible for purchasing new employee uniforms and equipment, not the new employee.
- 18.5 Upon successful completion of FTO, the standard jumpsuit may be ordered as listed in 18.1.

ARTICLE 19 JOB CLASSIFICATION AND WORKING OUT OF CLASSIFICATION

- 19.1 Job Classifications: Job classification shall be established by the Employer either by ordinance, action of the Council, or in Civil Service rules and regulations. The Guild reserves the right to reopen bargaining as a result of a new personnel ordinance, should such ordinance address personnel matters, including wages, hours and working conditions.
- 19.2 Working Out of Classification: Whenever an employee is assigned by the Employer, and accepts the principal duties and responsibilities of an employee in a higher classification, assignment or position for one shift, or longer, that employee shall be paid at a rate of five percent (5%) above present base wage rate or shall receive the base wage rate at the bottom of the range for the classification in which the employee is then substituting, whichever is greater, for all such time worked.
- 19.3 Police Records Specialists agree to perform administrative duties not traditionally tied to the bargaining unit. Those Specialists will be compensated at a rate of five percent (5%) above present base pay. Either party can terminate this term of the CBA with thirty (30) days' written notice, however, it is the intent of the City to maintain this term until such time a full-time Administrative Assistant has been hired. These duties will be negotiated and discussed with the Police Records Specialist, the Administrative Sergeant, and the Chief of Police.

ARTICLE 20 DISCIPLINE AND DISCHARGE

- 20.1 Cause for Discipline: No member of the Lake Forest Park Police Guild shall be disciplined or discharged without just cause.

ARTICLE 21 PERSONNEL RECORDS

- 21.1 Access to Personnel Files: All employees shall have the right to view and photocopy their entire personnel file. Subject to any approved rule, regulation and requirement of State law, the City may determine what goes into the personnel file.
- 21.2 The employee shall be allowed to rebut derogatory statements in the employee's file, in writing, and the rebuttal statement shall be kept with the derogatory information.

ARTICLE 22 BILL OF RIGHTS

- 22.1 The Guild acknowledges that investigations into the conduct of Guild members may become necessary from time to time. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the Employer agrees that:
- 22.1.1 Except in potential criminal matters, the employee shall be informed of the nature of the investigation.
- 22.1.2 Interrogation of employees shall be at a reasonable time, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
- 22.1.3 Interrogation shall take place at the Lake Forest Park Police Station, except when deemed impracticable by the Chief or designee. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing.

22.1.4 The questioning session shall not be unreasonably long and employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.

22.1.5 The employee shall not be subjected to any offensive language, nor intimidated into taking action the employee would not otherwise agree to.

ARTICLE 23 GRIEVANCE PROCEDURE/DISCIPLINARY RECORD

23.1 Definition of Grievance: For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended in writing by the Guild and Employer.

23.2 Limitations: The grievance procedure shall not be available for oral counseling and/or verbal reprimand noted in the employee's personnel file. Advancement to arbitration shall not be available for written counseling and/or written reprimand. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer.

23.3 A grievance must be initiated within fourteen (14) calendar days of the date the alleged violation took place or within fourteen (14) calendar days of the date upon which the employee, by due diligence, could have reasonably known of the alleged violation; provided, however, in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation. Failure to file within these prescribed time limits shall render the grievance invalid and foreclosed from the grievance procedure.

23.4 Any grievance deadline that falls on the weekend or on an observed holiday shall be extended to the next business day. Failure of the Employer to respond within any time limit imposed in this grievance procedure shall cause the grievance to advance to the next step. Failure of the Guild or grievant to respond within any time limit imposed in this grievance procedure shall cause the grievance to be considered abandoned, and the grievance shall be withdrawn. In the event the grievance is abandoned, the grievant shall be foreclosed from re-filing the grievance.

23.5 Step One: Employees shall notify their immediate supervisor in writing in compliance with Article 23.3. The written grievance shall include the facts supporting the grievance. The employee will contact the immediate supervisor or designee and shall attempt to effect a settlement of the complaint.

23.6 Step Two: If the grievance is not resolved to the Employee's satisfaction at Step 1, the grievance shall be submitted in writing to the Police Chief or designee within fourteen (14) calendar days of the immediate supervisor's decision, stating the section/s of the Agreement allegedly violated and the remedy requested. The Police Chief or designee shall render a written decision within fourteen (14) calendar days.

23.7 Step Three: The Employee may appeal an adverse decision of the Police Chief or designee to the City Administrator or designee within fourteen (14) calendar days of the completion of Step Two (2). The City Administrator or designee shall render a written decision within fourteen (14) calendar days of receipt of the appeal.

23.8 Step Four: The Guild may appeal an adverse decision of the City Administrator or designee to a neutral arbitrator. The Guild shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision.

23.8.1 For disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request an arbitrator from the Law Enforcement Arbitrator Roster.

- 23.8.2 For non-disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild and the Employer shall attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, the Guild shall request the appointment of an arbitrator from the Public Employment Relations Commission. In the alternative, by mutual agreement, the Guild may request a list of nine (9) neutral arbitrators from the Public Employment Relations Commission.
- 23.9 The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. If a contractual violation has been found, the arbitrator will have the authority to amend or modify a penalty or other management action. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, nullify or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement or terms in other documents referred to in this Agreement.
- 23.10 Each party to the proceedings may call such witnesses as it deems necessary to the presentation of its case. Such testimony shall be sworn and shall be subject to cross examination.
- 23.11 The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.
- 23.12 The parties shall have a minimum of thirty (30) calendar days to prepare and file a post-hearing brief with the arbitrator.
- 23.13 In the event a court reporter records the hearing, the parties shall have a minimum of thirty (30) days following receipt of the court reporter's verbatim transcript of proceedings to prepare and file a post-hearing brief with the arbitrator.
- 23.14 The arbitrator's decision shall be made in writing and shall be issued within sixty (60) calendar days following receipt of the parties' respective post-hearing briefs. The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Guild, and the employee(s) involved.
- 23.15 The fees, expenses and all other costs of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case, including all costs for its attorney(s) and/or other representative(s).
- 23.16 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended for stated periods of time by the appropriate parties by mutual agreement. Any such extension of time shall be in writing.
- 23.17 Election of Remedy – In the case of a grievance appealable to both the Civil Service Commission and to arbitration under the terms of this Agreement, a written election of remedies shall be submitted to the City by the Guild. An employee electing to utilize the appeal process available through the Civil Service Rules and Regulations shall forfeit their right to utilize the grievance procedure as set forth in this provision. Employees may not file simultaneous appeals through the grievance procedure and the Civil Service Rules and Regulations.
- 23.18 Civil Service Appeals: All Civil Service appeals shall be in accordance with the rules and regulations of the Civil Service Commission.

ARTICLE 24 SEVERABILITY

24.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and affect. The Guild and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 25 PERFORMANCE OF DUTY/NO STRIKE

25.1 The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement the Guild shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement. Nothing shall be interpreted to prohibit lawful informational picketing, but such picketing shall not be while the officer is on duty nor while in uniform.

ARTICLE 26 RETIREMENT

26.1 The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, PERS I and II, or other system used under the portability provisions of the systems).

ARTICLE 27 LONGEVITY AND EDUCATIONAL INCENTIVES

27.1 Longevity: Longevity pay, which is a rate of pay based on the length of the most recent continuous service with the City, shall be calculated on the individual employee's hourly base wage rate as listed in Appendix A and shall be paid as follows:

Length of Continuous Service (Months)	Premium Pay (Hourly)
0 through 60	0%
61 through 120	2%
121 through 180	4%
181 through 240	6%
241 or more	8%

For example, a police officer with continuous service of 240 months and 12 days is eligible for a total of 6% premium pay in addition to his/her base pay. For purposes of providing longevity pay to lateral new hires, the City may substitute length of continuous service at the City with length of continuous service in law enforcement. If the City makes this substitution, the longevity pay will be added to the lateral new hire's base pay once the new hire has successfully completed his/her probationary period.

27.2 Educational incentives: Educational incentive pay shall be paid at the indicated percent of a qualifying employee's base wage rate for the level of education achieved.

Associate Degree..... 2%
Bachelor's Degree..... 4% total

27.3 Incentive Pay: Employees assigned to the following duties shall receive premium pay in the following amounts:

- 27.3.1 Detective positions shall receive an additional 10%; the K9, CRO, and Traffic assignments shall receive 5%. The field training officer (FTO) shall receive 5% while actively engaged in FTO functions. The City reserves the right to either fill or not fill incentive assignments, as it shall determine in its sole judgment. The Chief shall determine and approve, in advance, all incentive positions and assignments and claims for incentive pay; no persons shall receive incentive pay without first having been appointed to the position or assignment and approval for the incentive having first been obtained by the Chief.
- 27.3.2 The employer shall provide a flat rate of \$1,000.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as firearms instructor and \$1,000.00 annually for defensive tactics instructor. The employer shall provide a flat rate of \$500.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as EVOC instructor. Said incentive shall be paid in December of each year.
- 27.3.3 Acting Sergeant: The Chief and/or the Chief's designee shall be responsible for selecting one or more officers to fill the role of Acting Sergeant if no Sergeant is on duty.

An Acting Sergeant may be appointed when the Sergeant being replaced is or will be absent from his or her assigned shift for 36 or more consecutive hours, or as operationally necessary to meet the mission of the department, and the officer assigned fulfills the actual duties of a Sergeant.

Officers who temporarily assume the duties of an Acting Sergeant position will be compensated per Article 19.2 of this Agreement. If more than one (1) officer is appointed to serve as an Acting Sergeant, each officer will be compensated only for the actual time worked as the Acting Sergeant, provided each officer has worked at least twelve (12) consecutive non-overtime hours in the Acting Sergeant role.

Officers serving as an Acting Sergeant will not be compensated for out-of-class pay for any of the following: (1) time not worked while on any paid or unpaid leave status; (b) time worked in overtime with the exception of a *bona fide* shift extension or call-out or working a recognized holiday occurring during the period of an officer's Acting Sergeant appointment.

Officers have the option of declining an assignment of Acting Sergeant.

ARTICLE 28 PROBATIONARY PERIOD

- 28.1 There shall be a probationary period consisting of twelve (12) months beginning the first day worked by the employee following graduation from the Basic or Equivalency Academy. If there is a lapse in duty of greater than two weeks during the probationary period, the duration of the absence from duty shall be added to the twelve (12) month probationary period. During the probationary period the probationary employee may be terminated without just cause and the probationary employee may not grieve a termination action. The provision covering shift schedule changes shall not apply to probationary employees.

ARTICLE 29 DURATION

- 29.1 Except as otherwise stated herein, this Agreement shall become effective January 1, 2022 and will carry through December 31, 2024. In the event negotiations for a new Agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement.

CITY OF LAKE FOREST PARK

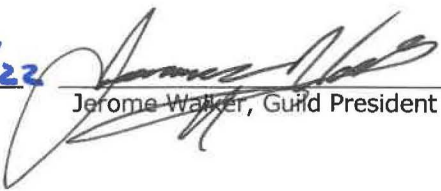
LAKE FOREST PARK POLICE GUILD



Jeff Johnson, Mayor

*As authorized by majority vote
of the City Council*

05/24/22
Date



Jerome Walker, Guild President

05/24/22
Date

WAGE APPENDIX "A"
2022 - 2024
by and between the
CITY OF LAKE FOREST PARK
and
LAKE FOREST PARK POLICE GUILD

A.1 Effective upon the effective date of this Agreement, the 2021 base wage rate for Commissioned Police Officers shall be increased by 3.0% and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0%, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5754
	B	13 - 24 months	6209
	C	25-36 months	6703
	D	37 + months	7190
Sergeant I - Probationary (95% of Sergeant II)			8081
Sergeant II (18.3% above Police Officer Step D)			8506

A.2 Effective July 1, 2022, the 2022 base wage rate for the Non- and Special-Commissioned employees shall remain the same and the 2022 base wage rate for Commissioned Police Officers shall be increased by a 3.0% market adjustment, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5927
	B	13 - 24 months	6395
	C	25-36 months	6904
	D	37 + months	7406
Sergeant I - Probationary (95% of Sergeant II)			8323
Sergeant II (18.3% above Police Officer Step D)			8762

A.3 Effective January 1, 2023, the 2022 base wage rate shall be increased by 3.0%, resulting in a 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4680
	B	13 - 24 months	4847
	C	25-36 months	5013
	D	37 - 48 months	5177
	E	49 - 60 months	5342
	F	61 + months	5508
Support Services Officer	A	0 - 12 months	4850
	B	13 - 24 months	5197
	C	25-36 months	5543
	D	37 + months	5898
Police Officer	A	0 - 12 months	6104
	B	13 - 24 months	6587
	C	25-36 months	7111
	D	37 + months	7628
Sergeant I - Probationary (95% of Sergeant II)			8573
Sergeant II (18.3% above Police Officer Step D)			9024

A.4 Effective January 1, 2024, the 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

Records Specialist	A	0 - 12 months	4820
	B	13 - 24 months	4992
	C	25-36 months	5164
	D	37 - 48 months	5332
	E	49 - 60 months	5502
	F	61 + months	5674
Support Services Officer	A	0 - 12 months	4996
	B	13 - 24 months	5353
	C	25-36 months	5709
	D	37 + months	6075
Police Officer	A	0 - 12 months	6288
	B	13 - 24 months	6785
	C	25-36 months	7324
	D	37 + months	7857
Sergeant I - Probationary (95% of Sergeant II)			8830
Sergeant II (18.3% above Police Officer Step D)			9295



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 25, 2023
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Ordinance 23-1266/Amending the 2023 Budgeted Positions and Salary Schedule incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget.

Legislative History

- First Presentation: City Council Regular Meeting Closed Session 4/14/2022
- Second Presentation/Action: City Council Regular Meeting 4/28/2022
- Third Presentation: City Council Regular Meeting Closed Session 3/23/2023
- Fourth Presentation/Action: City Council Regular Meeting 5/25/2023

Attachments:

1. Ordinance 23-1266
2. Exhibit A - Adopted Salary Schedule and Amended Salary Schedule
3. Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park, and Lake Forest Park Police Guild
4. Collective Bargaining Agreement between City of Lake Forest Park and Lake Forest Park Police Guild dated January 1, 2022, through December 31, 2024.

Executive Summary

The City Administration and Lake Forest Park Police Guild have bargained in good faith and reached a Memorandum of Agreement ("MOA") to the Collective Bargaining Agreement for January 1, 2022, through December 31, 2024. Authorization for the MOA is being considered by the City Council at this May 25, 2023, meeting. The Police Department and Administration are requesting that the pay increase in the MOA be extended to the Lieutenants' as well, to avoid salary compression between that position

and the position of Sergeant. Wages for commissioned, non- and special-commissioned members, and the two Lieutenant positions would increase 5% effective June 1, 2023. The proposed Ordinance amends the 2023 Budgeted Positions and Salary Schedule that was incorporated into Ordinance No. 1256 adopting the 2023-2024 biennial budget.

Background

The previous Collective Bargaining Agreement (CBA) between the City of Lake Forest Park and the Lake Forest Park Police Guild expired on December 31, 2020. The Guild approached the City in 2020 and asked to extend that contract by one (1) year to December 31, 2021, agreeing to a 0% wage increase considering the uncertainty of City finances due to the COVID-19 epidemic. In July 2021, the City Administration and the Lake Forest Park Police Guild began negotiations for a successor collective bargaining agreement.

The three-year contract, executed April 28, 2022, provided for the following wage adjustments:

Commissioned Employees

1/1/2022: 3.0% COLA (includes retro pay)

7/1/2022: 3.0% Market adjustment

(This is an effective rate of 4.5% for 2022)

1/1/2023: 3.0% COLA

1/1/2024: 3.0% COLA

Non- and Special-Commissioned Employees

1/1/2022: 4.0% (includes retro pay)

1/1/2023: 3.0%

1/1/2024: 3.0%

Given the early execution of the current CBA and the uncertainty of future inflation at the time, many cities in the region bargained for contracts with market adjustments well above what this agreement contains. This, in tandem with the tight labor market, has made it difficult to attract qualified talent and has also played a role in the loss of seasoned officers.

The administration made a proposal on May 2, 2023, to the Guild as follows:

- Wages for commissioned and non- and special-commissioned members would increase 5% effective June 1, 2023. This is in addition to the January 1 COLA.
- Article 6 of the current CBA would be amended, allowing the Chief additional latitude in moving officers from one squad to another based on operational needs.
- Article 7 of the current CBA would be amended, clarifying the assigning of Off-Duty overtime.
- Article 10 of the current CBA would be amended with respect to the donation of sick leave to mirror the employee handbook and expand the use of such leave for the care of family members.

The administration was notified later the same day that the Guild had accepted the proposal in its entirety. Upon authorization of this proposal by the Council, all noted changes will become effective. The salary increase will place salaries just above the average for the seven comparison cities, resulting in the third highest pay scale. Comparison cities are selected based on 50%+/- of population and assessed value.

The Police Department and Administration propose that the pay increase extend to the Lieutenants' as well, to avoid salary compression between that position and the position of Sergeant. The two lieutenant positions would also be increased by 5.0%.

Fiscal & Policy Implications

The total 2023 annual salary increase to the budget is approximately \$97,000, including the two lieutenant positions. With an effective date of June 1, will result in a 2023 increase of roughly \$57,000. There is a sufficient salary budget in the police department to cover this increase in 2023.

This chart shows the current salaries above and the proposed new salaries below:

Police							
Police Chief	1.00						15,129
Lieutenant - Current	2.00	7,920	8,449	8,976	9,504	10,032	11,332
Lieutenant - New	2.00	8,316	8,871	9,425	9,979	10,534	11,898
Sergeant 2	3.00						9,025
Sergeant 2	4.00						9,475
Sergeant 1	1.00						8,573
Sergeant 1	0.00						9,002
Police Officer	9.00	6,105	6,587	7,111	7,628		
Police Officer	9.00	6,409	6,916	7,467	8,009		
Detective	2.00	6,715	7,246	7,822	8,391		
Detective	2.00	7,050	7,608	8,213	8,810		
Traffic	1.00	6,410	6,916	7,467	8,010		
Traffic	1.00	6,730	7,262	7,840	8,409		
K-9	1.00	6,410	6,916	7,467	8,010		
K-9	1.00	6,730	7,262	7,840	8,409		
Support Services Officer	1.00	4,850	5,197	5,542	5,898		
Support Services Officer	1.00	5,093	5,457	5,820	6,193		
Records Specialist	2.00	4,680	4,847	5,013	5,177	5,342	5,508
Records Specialist	2.00	4,914	5,089	5,264	5,436	5,609	5,784
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431

Alternatives

<i>Options</i>	<i>Results</i>
Adopt Ordinance No. 23-1266	The salary amendments in the Memorandum of Agreement with the Police Guild will be shown in the 2023 Budgeted Positions and Salary Schedule. The salary increase will also be extended to the Lieutenant position and shown in the 2023 Budget Positions and Salary Schedule.
Do not adopt Ordinance No. 23-1266	No changes will take effect, resulting in greater pay disparity between LFP and the comparable cities.

Staff Recommendation

Adopt Ordinance No. 23-1266, amending the 2023 Budgeted Positions and Salary Schedule that was incorporated into Ordinance No. 1256 adopting the 2023-2024 biennial budget.

ORDINANCE NO. 23-1266**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE 2023 BUDGETED POSITIONS AND SALARY SCHEDULE INCORPORATED IN ORDINANCE 1256 ADOPTING THE 2023-2024 BIENNIAL BUDGET; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City's budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

WHEREAS, a budget for the 2023-2024 biennium has been adopted by ordinance and the adopted 'budget package' includes budgeted positions and a salary schedule; and

WHEREAS, the City's Financial Policies require that all employment positions, regular, full-time, part-time, limited-term, temporary or otherwise, are included on the adopted budgeted positions and salary schedule; and

WHEREAS, a Memorandum of Agreement ("MOA") to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild has been approved by both parties; and

WHEREAS, in conjunction with the MOA, the Police Department and Administration seek a commensurate salary increase for the two Lieutenant positions; and

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

Section 1. SALARY SCHEDULE AMENDMENT AUTHORIZED. The 2023 Budgeted Positions and Salary Schedule is revised as shown in Exhibit A attached hereto.

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

Section 3. 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 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 25th day of May 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

2023 Budgeted Positions and Salary Schedule*Amounts on this schedule are monthly*

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7.00						600
Executive							
Mayor	0.50						3,000
City Administrator	1.00						16,509
Human Resources Director	1.00	7,905	8,432	8,959	9,486	10,013	10,540
	2.50						
Judicial							
Municipal Court Judge	0.60						16,604
Court Administrator	1.00	6,957	7,421	7,885	8,349	8,813	9,277
Court Clerk	2.50	4,377	4,669	4,961	5,252	5,544	5,836
Probation Officer	0.20	5,585	5,957	6,330	6,702	7,074	7,447
Pro-tem Judges		\$65 per hour					
	4.30						
Municipal							
City Clerk	1.00	7,009	7,475	7,943	8,411	8,878	9,345
Deputy City Clerk	1.00	5,683	6,061	6,440	6,819	7,198	7,577
Records Mgmt. & Office Support	0.85	4,262	4,546	4,830	5,114	5,398	5,683
Receptionist / Office Clerk	1.00	4,130	4,406	4,682	4,957	5,233	5,507
Passport Clerk	1.00	3,698	3,944	4,190	4,438	4,684	4,930
	4.85						
Finance							
Finance Director	1.00	9,483	10,115	10,747	11,379	12,012	12,643
Accounting Supervisor	1.00	6,665	7,109	7,553	7,998	8,442	8,886
Finance Specialist	2.00	4,906	5,233	5,560	5,887	6,214	6,541
Information System Manager	1.00	8,157	8,700	9,244	9,788	10,332	10,876
Accounting Clerk	0.60	4,342	4,632	4,921	5,210	5,500	5,789
	5.60						
Planning							
Planning Director	1.00	9,133	9,742	10,350	10,960	11,569	12,177
Senior Planner	1.00	6,688	7,135	7,580	8,026	8,471	8,918
Assistant Planner	1.00	5,065	5,402	5,740	6,078	6,415	6,753
Arborist	0.75						7,802
	3.75						
Building							
Building Official	1.00	7,176	7,654	8,132	8,611	9,089	9,568
Permit Technician	0.75	4,586	4,891	5,197	5,502	5,808	6,113
	1.75						
Emergency Management							
Emergency Manager	1.00	7,848	8,062	8,276	8,490	8,704	8,918
	1.00						

Police

Police Chief	1.00						15,129
Lieutenant	2.00	7,920	8,449	8,976	9,504	10,032	11,332
Sergeant 2	3.00						9,025
Sergeant 1	1.00						8,573
Police Officer	9.00	6,105	6,587	7,111	7,628		
Detective	2.00	6,715	7,246	7,822	8,391		
Traffic	1.00	6,410	6,916	7,467	8,010		
K-9	1.00	6,410	6,916	7,467	8,010		
Support Services Officer	1.00	4,850	5,197	5,542	5,898		
Records Specialist	2.00	4,680	4,847	5,013	5,177	5,342	5,508
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431
	<u>23.35</u>						

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)

Public Works Director	1.00	10,683	11,003	11,691	12,378	13,066	13,754
Senior Project Manager	1.00	7,500	7,912	8,407	8,902	9,397	9,891
Project Manager	1.00	6,461	6,892	7,322	7,753	8,184	8,615
Public Works Superintendent	1.00	6,077	6,483	6,887	7,292	7,698	8,102
Environmental & Sustainability Specialist	1.00	5,746	6,129	6,512	6,896	7,279	7,662
PW Admin. Assistant	0.50	4,534	4,836	5,137	5,441	5,742	6,044
Lead Maintenance Worker	2.00	5,742	5,945	6,151	6,348	6,553	6,755
Maintenance Worker	4.00	5,342	5,530	5,718	5,907	6,096	6,284
Seasonal Maintenance Worker	1.00	Seasonal up to 1.0 FTE at Market Rate					
	<u>12.50</u>						

Total Positions in Budget **59.60**

2023 Budgeted Positions and Salary Schedule Amended

Amounts on this schedule are monthly

Amended per Police Guild Memorandum of Agreement, including Lieutenants effective 6/1/23

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7.00						600
Executive							
Mayor	0.50						3,000
City Administrator	1.00						16,509
Human Resources Director	1.00	7,905	8,432	8,959	9,486	10,013	10,540
	<u>2.50</u>						
Judicial							
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Probation Officer	0.20	5,585	5,957	6,330	6,702	7,074	7,447
Pro-tem Judges		\$65 per hour					
	<u>4.30</u>						
Municipal							
City Clerk	1.00	7,009	7,475	7,943	8,411	8,878	9,345
Deputy City Clerk	1.00	5,683	6,061	6,440	6,819	7,198	7,577
Records Mgmt. & Office Support	0.85	4,262	4,546	4,830	5,114	5,398	5,683
Receptionist / Office Clerk	1.00	4,130	4,406	4,682	4,957	5,233	5,507
Passport Clerk	1.00	3,698	3,944	4,190	4,438	4,684	4,930
	<u>4.85</u>						
Finance							
Finance Director	1.00	9,483	10,115	10,747	11,379	12,012	12,643
Accounting Supervisor	1.00	6,665	7,109	7,553	7,998	8,442	8,886
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Information System Manager	1.00	8,157	8,700	9,244	9,788	10,332	10,876
Accounting Clerk	0.60	4,342	4,632	4,921	5,210	5,500	5,789
	<u>5.60</u>						
Planning							
Planning Director	1.00	9,133	9,742	10,350	10,960	11,569	12,177
Senior Planner	1.00	6,688	7,135	7,580	8,026	8,471	8,918
Assistant Planner	1.00	5,065	5,402	5,740	6,078	6,415	6,753
Arborist	0.75						7,802
	<u>3.75</u>						
Building							
Building Official	1.00	7,176	7,654	8,132	8,611	9,089	9,568
Permit Technician	0.75	4,586	4,891	5,197	5,502	5,808	6,113
	<u>1.75</u>						
Emergency Management							
Emergency Manager	1.00	7,848	8,062	8,276	8,490	8,704	8,918
	<u>1.00</u>						

Police

Police Chief	1.00						15,129
Lieutenant	2.00	8,316	8,871	9,425	9,979	10,534	11,898
Sergeant 2	4.00						9,475
Sergeant 1	0.00						9,002
Police Officer	9.00	6,409	6,916	7,467	8,009		
Detective	2.00	7,050	7,608	8,213	8,810		
Traffic	1.00	6,730	7,262	7,840	8,409		
K-9	1.00	6,730	7,262	7,840	8,409		
Support Services Officer	1.00	5,093	5,457	5,820	6,193		
Records Specialist	2.00	4,914	5,089	5,264	5,436	5,609	5,784
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431
	<u>23.35</u>						

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)

Public Works Director	1.00	10,683	11,003	11,691	12,378	13,066	13,754
Senior Project Manager	1.00	7,500	7,912	8,407	8,902	9,397	9,891
Project Manager	1.00	6,461	6,892	7,322	7,753	8,184	8,615
Public Works Superintendent	1.00	6,077	6,483	6,887	7,292	7,698	8,102
Environmental & Sustainability Specialist	1.00	5,746	6,129	6,512	6,896	7,279	7,662
PW Admin. Assistant	0.50	4,534	4,836	5,137	5,441	5,742	6,044
Lead Maintenance Worker	2.00	5,742	5,945	6,151	6,348	6,553	6,755
Maintenance Worker	4.00	5,342	5,530	5,718	5,907	6,096	6,284
Seasonal Maintenance Worker	1.00	Seasonal up to 1.0 FTE at Market Rate					
	<u>12.50</u>						

Total Positions in Budget **59.60**

MEMORANDUM OF AGREEMENT

Re: 2023 Contract Re-Opener

THIS MEMORANDUM OF AGREEMENT (MOA) is by and between the Lake Forest Park Police Guild (the “Guild”) and the City of Lake Forest Park (the “City”), collectively the “parties.”

I. RECITALS

The City and the Guild are parties to the Collective Bargaining Agreement, effective January 1, 2022, through December 31, 2024 (the “Agreement”). The parties wish to increase wages and modify other Agreement terms to improve competitive recruitment and retention in the current labor market and address operational issues. Thus, the parties enter this MOA to modify the Agreement’s terms.

II. AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree to the following:

- 1. Effective upon this MOA’s full execution, the Wage Appendix A provided in the Agreement shall be adjusted upward by 5.0%.
- 2. This one-time, mid-year wage increase responds to the current economic, labor market, and operational circumstances. It has no precedential value and shall not be referenced by either party to assert precedence.
- 3. Only City employees who are actively employed on the effective date of this MOA are eligible to receive this one-time mid-year wage increase.
- 4. Effective upon full execution of this MOA, the parties shall incorporate the changes provided in Attachment A to the terms and conditions of the Agreement.
- 5. Except as described in this MOA, the terms and conditions of the Agreement remain unchanged and in effect per the Agreement’s terms.
- 6. This MOA is effective upon full execution and shall expire on the effective date of a successor to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD

_____ Jeff Johnson Mayor of Lake Forest Park	_____ Date	_____ Jerome Walker Guild President	_____ Date
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Attachment A

ARTICLE 6 HOURS OF WORK

- 6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:
- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
 - For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

[This Section permits the Police Chief or designee to move commissioned employees to different squads. Commissioned employees may be moved from one squad to another based on the City's operational needs.](#)

7.7 Overtime Awards & Scheduling:

a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.

b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.

[d. Off-Duty overtime is exempt from this Section and shall be assigned on a first-come, first-served basis. Patrol operations is a priority and commissioned employees cannot take time off below minimum coverage. Support staff \(e.g., detectives, traffic\) is not included in minimum coverage. Commissioned employees shall not create patrol overtime for others by taking an off-duty shift. "Off-duty overtime" is defined as court security detail or overtime reimbursed by third party entities \(i.e., UW sports, Shoreline School District, Shoreline Arts\), except it does not mean work eligible for CJTC backfill reimbursement.](#)

10.12 An employee may transfer any unused sick leave to an employee who is currently on an approved family or medical leave due to a serious health condition ~~who has used up all of their sick leave from a serious illness, injury or accident.~~ Employees cannot receive donated sick leave unless they have exhausted all of their accrued time-off balances (e.g., sick, vacation, kelly hours, floating holiday, and comp time).

a. Donated sick leave cannot be used to restore an employee's negative leave balance.

b. No more than a total of 12 weeks per rolling calendar year is eligible for donation to any one employee.

c. An employee may donate their accrued sick leave when they separate from employment. The donated leave is available to employees for their approved family or medical leave period and up to 60 days following such leave period to use for qualifying occurrences per Section 10.6.

WAGE APPENDIX "A"
2022 - 2024
by and between the
CITY OF LAKE FOREST PARK
and
LAKE FOREST PARK POLICE GUILD

A.1 Effective upon the effective date of this Agreement, the 2021 base wage rate for Commissioned Police Officers shall be increased by 3.0% and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0%, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5754
	B	13 - 24 months	6209
	C	25-36 months	6703
	D	37 + months	7190
Sergeant I - Probationary (95% of Sergeant II)			8081
Sergeant II (18.3% above Police Officer Step D)			8506

A.2 Effective July 1, 2022, the 2022 base wage rate for the Non- and Special-Commissioned employees shall remain the same and the 2022 base wage rate for Commissioned Police Officers shall be increased by a 3.0% market adjustment, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5927
	B	13 - 24 months	6395
	C	25-36 months	6904
	D	37 + months	7406
Sergeant I - Probationary (95% of Sergeant II)			8323
Sergeant II (18.3% above Police Officer Step D)			8762

A.3 Effective January 1, 2023, the 2022 base wage rate shall be increased by 3.0%, resulting in a 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4680
	B	13 - 24 months	4847
	C	25-36 months	5013
	D	37 - 48 months	5177
	E	49 - 60 months	5342
	F	61 + months	5508
Support Services Officer	A	0 - 12 months	4850
	B	13 - 24 months	5197
	C	25-36 months	5543
	D	37 + months	5898
Police Officer	A	0 - 12 months	6104
	B	13 - 24 months	6587
	C	25-36 months	7111
	D	37 + months	7628
Sergeant I - Probationary (95% of Sergeant II)			8573
Sergeant II (18.3% above Police Officer Step D)			9024

A.4 Effective [June 1, 2023](#), the January 1, 2023, base wage rate shall be increased by [5.0%](#), resulting in a [mid-year 2023](#) base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4914
			5089
	B	13 - 24 months	5264
	C	25-36 months	5436
	D	37 - 48 months	5609
	E	49 - 60 months	5783
	F	61 + months	
Support Services Officer			5093
	A	0 - 12 months	5457
	B	13 - 24 months	5820
	C	25-36 months	6193
	D	37 + months	
Police Officer			6409
	A	0 - 12 months	6916
	B	13 - 24 months	7467
	C	25-36 months	8009
	D	37 + months	
Sergeant I - Probationary (95% of Sergeant II)			9002
Sergeant II (18.3% above Police Officer Step D)			9475

A.5 Effective January 1, 2024, the [mid-year](#) 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

Records Specialist	A	0 - 12 months	5061
	B	13 - 24 months	5242
	C	25-36 months	5422
	D	37 - 48 months	5600
	E	49 - 60 months	5777
	F	61 + months	5957
Support Services Officer	A	0 - 12 months	5246
	B	13 - 24 months	5621
	C	25-36 months	5994
	D	37 + months	6378
Police Officer	A	0 - 12 months	6601
	B	13 - 24 months	7124
	C	25-36 months	7690
	D	37 + months	8250
Sergeant I - Probationary (95% of Sergeant II)			9272
Sergeant II (18.3% above Police Officer Step D)			9759

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF LAKE FOREST PARK

AND

LAKE FOREST PARK POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

January 1, 2022 through December 31, 2024

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF LAKE FOREST PARK
AND
LAKE FOREST PARK POLICE GUILD

PREAMBLE

This Agreement is made and entered into pursuant to RCW Chapter 41.56 by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City" or "Employer," and the Lake Forest Park Police Guild, hereinafter known as the "Guild," for the purpose of setting forth the wages, hours, and working conditions which will be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 2 below.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful, rapid, and inexpensive adjustment of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 CLAIMS AND ALLEGATIONS

- 1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin, disability or activity protected by RCW 41.56 or other applicable Federal Law may process such complaints through the Grievance Procedure of this Agreement.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 1.3 Further, this Agreement shall not cover: those matters for which the Washington State Department of Labor & Industries rules and regulations provide relief; City, State or Federal "whistleblower" statutes and ordinances; or matters exclusively subject to Civil Service rules and regulations.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Guild as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for police department personnel, including: police officers, corporals, sergeants, support service officers, and records clerks.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Guild recognizes that the City maintains certain inherent "management rights" and that the rights not specifically limited herein are reserved to the City. These management rights include but are not limited to:
 - 3.1.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the Employer unless otherwise provided for in the terms of this Agreement.

- 3.1.2 The Employer has the authority to adopt rules for the operation of the Police Department and the conduct of its Employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service Rules, or applicable law.
- 3.1.3 The Employer has the right to discipline, temporarily lay off or discharge employees for reasonable and just cause; assign work and determine duties of Employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, Civil Service Rules, or applicable law.
- 3.1.4 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and personnel and public safety.
- 3.1.5 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.
- 3.1.6 The Employer has the right to recruit, assign, transfer, or promote employees to positions within the Department.
- 3.1.7 The Employer has the right to determine methods, means and personnel necessary for departmental operations.
- 3.1.8 The Employer has the right to control the departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.
- 3.1.9 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- 3.2 Provided nothing contained herein shall be construed as a waiver of the Guild right to require bargaining concerning mandatory subjects of bargaining.

ARTICLE 4 GUILD MEMBERSHIP, DUES DEDUCTION, AND UNION ORIENTATION

- 4.1 Guild Membership: Employees in the bargaining unit may voluntarily join the Guild, including payment of Guild dues in accordance with Article 4.2 below. The City and Guild recognize it is not a condition of employment to become a Guild member, however, the Guild encourages all employees to join the Guild for purposes of solidarity, employee benefits, and job security. The City agrees to remain neutral with regard to Guild membership.
- 4.2 Dues Deductions: For those employees who affirmatively consent and provide written authorization to the City, the City will deduct monthly Guild dues and initiation fees uniformly required of membership. The City shall be allowed a reasonable period of time, subject to its regular payment of claims and warrants, in which to commence such deduction. Employees who withdraw consent shall notify the Guild, the Guild shall then notify the City of the same, and the City will stop deducting dues by the next payroll period or as soon as practicable.
- 4.6 Hold Harmless: The Guild shall indemnify and hold the City harmless from any and all liability arising as a result of administration of the membership provisions and dues deductions provisions in this Article.
- 4.7 Guild Orientation: Per RCW 41.56.037, the City will schedule a 30-minute meeting to provide the Guild access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. These meetings may take place during the City's New Employee Orientation, in small groups, or individually. The meeting will occur during work hours at the regular worksite of the employee.

ARTICLE 5 GUILD ACTIVITY

- 5.1 **Conduct of Guild Business:** Guild business such as handling grievances and other legitimate routine matters may be conducted on the City premises only with advance approval of the City and further provided that such business does not, in the opinion of the City, interfere with Police Department operations or other City functions. Scheduled Guild meetings may be held in City facilities subject to the foregoing. Use of Police Department premises shall be subject to the approval of the Police Chief or designee; other City facilities shall be subject to approval of the Mayor, City Administrator or other designee. This Article shall not give rise to a specific right on the part of the Guild to conduct a certain number of meetings or certain specified activities on the premises. All minor and miscellaneous Guild business conducted on premises shall be conducted during off-duty time for the employees involved, taking 20 minutes or less.
- 5.2 **Guild Representatives:** The Guild shall provide written notice to the City of the names of the officials authorized to represent the Guild immediately upon their election or appointment. The City will allow such authorized representatives reasonable access to Guild members for purposes of handling grievances and other legitimate Guild business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Guild employee; shall be subject to approval of the Chief or designee. The Police Chief may grant an employee who is also a Guild representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Guild business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of negotiating a successor Agreement, the City shall permit up to three (3) representatives paid release time for the purpose of attending negotiations.
- 5.3 **Bulletin Boards:** The Employer shall provide space for a bulletin board which may be used by the Guild.
- 5.4 **Educational Meetings:** The Employer agrees to allow two members of the Guild, as selected by the Guild, unpaid leave of absence, to take up to four (4) days per calendar year, for the purpose of attending training session related to Guild representation, provided that any such unpaid leave shall be scheduled at least thirty (30) days in advance and shall be subject to scheduling limitations of the Police Department. In the event that release of two members shall cause a hardship on police staffing, the City shall be under no obligation to provide or allow for such release.

ARTICLE 6 HOURS OF WORK

- 6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days' of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:

- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
- For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies, and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to

a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

- 6.2 Each officer shall be entitled to one-half (1/2) hour meal period. There shall be a minimum of seven (7) and one-half (1/2) hour separation between shifts.
- 6.3 At the beginning of each calendar year, twelve (12) hour shift employees shall receive one hundred and ten (110) hours of Kelly time. Kelly time may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with Kelly time owing, it will be deducted from any final payout. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any accrued but unused Kelly time that has been earned and accumulated during the calendar year when they are permanently separated from the City.
- 6.4 Detectives, Administrative Sergeants, and Special Assignments such as Traffic, CRO, or K-9 shifts shall be eight (8), ten (10), or twelve (12) hour shifts if mutually agreed. Shift lengths may be modified upon approval of the Chief or designee.

The assigned shift schedule for employees designated in Paragraph 6.4 above, as well as employees assigned to the SWAT team, may vary during shift cycles in which they attend mandatory training, special details, or a preplanned deployment that is scheduled at least fourteen (14) calendar days prior to the training/special detail/deployment. In the event of such scheduled mandatory training, special detail, or preplanned deployment, the affected employee and his/her supervisor will mutually agree to deviations from the employee's regular shift cycle to avoid the occurrence of unnecessary overtime.

- 6.5 For records personnel, eight (8) hour shifts shall apply which shall be scheduled from 08:00 to 17:00 (with a one (1) hour unpaid meal break) Monday through Friday. Support Services Officer will work an eight (8) hour shift with a half-hour (1/2) unpaid meal break during the eight (8) hour day from 09:00 to 17:00 Monday through Friday. Shift schedules for records and support staff may be modified by mutual agreement.
- 6.6 In the event of a shift schedule change, not the result of an emergency or a mutual request between employees, the Employer shall be required to pay overtime for any changed hours with less than seventy-two (72) hours' notice.
- 6.7 Employees will be allowed to flex their hours of work to attend voluntary training. Training may be denied if an employee does not flex his or her work schedule.
- 6.8 Volunteer training is any pre-approved educational course, conference, seminar, briefing, convention, or other function of a similar nature (excluding the Basic Law Enforcement Academy) intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time to/from training shall be paid based on the minimum requirements of the FLSA.

ARTICLE 7 OVERTIME

- 7.1 Overtime Defined: Overtime is all required and specifically authorized work performed in excess of an employee's normal daily work schedule or work exceeding forty (40) hours in any workweek. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be taken and paid in increments of 15 minutes, only. Sick leave, compensatory time, vacation time, and holiday time (including floating holiday time) off shall apply as time worked for purposes of calculating overtime.
- 7.1.1 A 207(k) exemption to the FLSA is agreed for 12-hour shift employees. For purposes of the 207(k) exemption, 12-hour shift employees will be on a 24-day cycle in which they work 144 regularly scheduled hours, three (3) days on followed by three (3) days off. Overtime for 12-hour shift employees shall be incurred for work in excess of the employee's normal daily schedule or in excess of the work cycle.
- 7.2 Overtime Compensation: Overtime work shall be compensated for at the rate of one and one-half times an employee's regular hourly rate of pay, that is, the base wage rate of pay plus any special pays for longevity, education or extra duty assignments, in cash, or, if the employee does not elect cash payment, then the employer may choose either a cash payment or compensatory time-off at the rate of one and one-half (1 and 1/2) times per hour worked, provided the employee shall have the sole discretion to choose comp time until the employee has accumulated two hundred (200) hours in his/her bank.
- 7.3 Limitations on Overtime: An employee shall be allowed to accrue a maximum of 200 hours of banked compensatory time. An employee may require the City to purchase up to eighty (80) hours of compensatory time per year. The City may, elect to purchase up to eighty (80) hours of the employees compensatory time per year, provided the Employer's action will not drop the employees compensatory time balance below eighty (80) hours.
- 7.4 Accrued Unpaid Overtime: Requests to take accrued unpaid compensatory time shall be granted unless to do so would unnecessarily disrupt the Department operations, as determined by the Chief or Chief's designee.
- 7.5 Call In Overtime: Any time an Employee is called in to work, the employee shall be guaranteed a minimum of three (3) hours pay at one and one half times the employee's regular hourly rate of pay or compensatory time off.
- 7.6 Court and/or Subpoenaed Appearances: An employee who appears in Court or responds to a subpoena on behalf of the City shall receive a minimum of three (3) hours of overtime compensation for such appearance. An employee is not entitled to the three (3) hour minimum if the appearance begins during an employee's paid shift, provided the employee is paid at the overtime rate for all time spent beyond the employee's regular shift.
- 7.7 Overtime Awards & Scheduling:
- a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.
- b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in

order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays: The following days shall be recognized and observed as paid holidays:

Recognized Holiday	Observed Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day After Thanksgiving	Fourth Friday in Nov.
Christmas Day	December 25

8.2 Work on Paid Holiday: Employees who are required to work on the above listed holidays shall be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay as defined in Article 7.2. Commissioned employees assigned to the traffic, K-9, and detective units may schedule their holiday day off on a different date than the observed holiday with advance approval by the Chief of Police or designee.

Employees who elect to receive comp time for working a holiday shall receive their regular rate of pay for all time worked in addition to 1/2 time worked credit to the employee's comp time bank.

8.3 Employees who are called in on a holiday referenced in Article 8.1 shall receive a minimum of three (3) hours of compensation at the rate of two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent. Employees who work overtime on a holiday shall receive two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent.

8.4 Floating Holidays: Any employee who has completed six (6) months of service shall be given sixteen (16) hours of floating holiday time each year. An Employee may take said floating holiday hours at such time as is mutually agreeable to both Employee and the Department Head or designee. If no mutually agreeable time is found, the employee may elect to cash out at the base wage rates listed in Appendix A or add the holiday hours to their vacation bank or compensatory time bank by the end of each calendar year. See compensatory time cash out provisions in Article 7.2 and vacation cash out provisions described in Article 9.3.

8.5 Employees shall receive 96 hours of paid holiday leave per year. When an employee requests paid time off, the employee shall specify which bank or banks of leave are to be used. For example, if a 12 hour shift employee wants to take a paid day off, the employee can specify many different combinations of leave for pay which include the following: 8 hours holiday plus 4 hours vacation; 8 hours holiday plus 4 hours compensatory time; or just 12 hours of holiday leave. If the 12 hour shift employee applies for 8 hours of holiday only, the employee will only receive 8 hours of pay for that shift, and nothing more. Likewise, if a 12 hour shift employee requests a paid Kelly Day or vacation day off, and wants to be compensated for all 12 hours of the shift, the employee shall specify a sum total of 12 hours of leave to be deducted from his/her bank(s).

- 8.6 Accrued Holiday Hours – Holiday hours may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with holiday time owing, it will be taken from any final payout.
- 8.7 All regular employees shall be compensated in cash, at their base wage rate of pay as listed in Appendix A, for any accrued but unused holiday time not to exceed eighty (80) hours when they are permanently separated from the department. Per Article 8.4, on January 1 of each calendar year, employees earn sixteen (16) hours of personal/floating holiday time. The other holiday hours are considered accrued on or after the date of the holiday specified by Article 8.1 of this Agreement.

ARTICLE 9 VACATION LEAVE

- 9.1 Vacation: Employees shall accrue the following vacation leave with pay based upon their length of service with the Employer.

Length of Service	Annual Vacation Time Accrued
1 st through 48 th month	96 hours
49 th through 84 th month	120 hours
85 th through 120 th month	128 hours
121 st through 144 th month	152 hours
145 th through 180 th month	160 hours
181 st through 216 th month	176 hours
217 th month and more	192 hours

- 9.1.1 Annual leave with pay shall be allowed for each new Employee upon the completion of six (6) months of service. After six (6) months of service, each Employee shall be allowed to take vacation up to the amount of vacation time accrued. For purposes of providing annual vacation time accrual applicable to lateral new hires, the City may substitute length of continuous service with the Employer with length of continuous service in law enforcement.
- 9.2 Vacation Scheduling/Time-off Request: Employees may schedule vacation time off in accordance with the following rules:
- a. Employees may schedule time off until minimums are reached in each of the following work groups: each Patrol squad, Investigations, Records and Support Services.
 - b. Time off will be awarded to the employee requesting the time off first (first come = first served).
 - c. If a conflict exists between employees requesting the same time off because minimums will be reached, the time off will be granted by seniority.
 - d. Each employee will work with his or her supervisor to make the selection.
 - e. The employee is only guaranteed time off in the selected ("picked") period, not days before or after the selection.
 - f. All employees must receive the Chief's approval to take more than three (3) consecutive weeks of vacation.
 - g. For records employees, vacation will be scheduled by seniority
- 9.2.2 Sergeants: The time which a Sergeant may take vacation shall be determined by the Chief or designee and shall be based upon seniority within class.

- 9.3 Vacation Accrual: The maximum vacation accrued/banked shall be 240 hours. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any unused accumulation of vacation up to 240 hours when they are permanently separated from employment.
- 9.4 Vacation Cancellation: Once scheduled, a vacation shall not be canceled except in case of an actual emergency. Should a vacation be canceled due to a City declared emergency, the City shall reimburse the Employee for all non-recoverable costs, including the cost of transportation, not to exceed a total of \$500.00.

ARTICLE 10 OTHER LEAVE

- 10.1 Bereavement Leave - Definition: Immediate family member shall mean only the Employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, step-children, or domestic partner.
- 10.2 Bereavement Leave - Duration: In the event of the death of a member of the Employee's immediate family, the Employee shall be allowed to remain away from employment as follows:
- 10.2.1 Up to three (3) days off, to be taken as paid bereavement leave, with additional days, at the discretion of the Chief or designee, to be charged to accrued sick leave, overtime, uncompensated time, or vacation time. One day off with pay will also be granted in the event of the death of a relative who is not a member of the immediate family as defined above.
- 10.3 Bereavement Leave Notification: All bereavement leave shall be by notification and arrangement between the Employee and the Police Chief or designee.
- 10.4 Jury Duty: An Employee shall be granted leave of absence with pay for the purpose of reporting to Jury Duty. Any juror fees received shall be assigned to the City.
- 10.5 Emergency Leave: In the event of an unforeseen emergency which requires the absence of the employee from work, emergency leave shall be granted at the discretion of the Chief or Chief's designee. Such emergency leave shall be charged to an employee's unused vacation/holiday or compensatory time leave balance. Emergency leave shall be utilized only in instances where leave time is necessary but is not provided for elsewhere in the contract.
- 10.6 Sick Leave: Sick leave with pay shall accrue for employees at the rate of eight hours of leave for each full calendar month of the employee's service. There shall be a cap on the number of sick leave hours a member may carry over to the following calendar year, which shall be a maximum of 1,140 hours. The cap for cash-out calculation of any unused sick leave shall be limited to a maximum of 960 hours. Employees who are granted vacation or sick leave shall continue to accrue sick leave at the regular prescribed rate during such absence. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:
- 10.6.1 Illness or physical incapacity. If the Chief or designee has reasonable cause to believe that an Employee is abusing sick leave, the Chief or said designee may ask for a written statement from a medical doctor verifying such illness.
- 10.6.2 Forced quarantine in accordance with community health requirements.
- 10.6.3 Care of a child of the employee with a health condition that requires treatment or supervision.
- 10.6.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- 10.6.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- 10.6.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 10.6.4 An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- 10.6.5 For purposes of this Article, "Family Member" means:
- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.
- 10.7 Sick Leave – Notification: An employee intending to request sick leave shall inform the Police Chief or his designee of the fact and the reason therefore as soon as possible, at least one hour prior to their next scheduled work shift, or soon as practicable if one-hour notice cannot be provided.
- 10.8 Sick Leave - Physician's Certificate: Following the third consecutive sick leave absence, the City may require the employee to provide a physician's certificate verifying the necessity for sick leave. The City will pay the cost of such verification, if any, unless the same is covered by the applicable health plan.
- 10.9 Sick Leave - Transfers: When an employee is transferred to another position within the City of Lake Forest Park, any unused sick leave shall remain available for use, as necessary.
- 10.10 Family Medical Leave Act: Employees may qualify to take leave under the Federal Family Medical Leave Act of 1993, and RCW 49.78, if such statutes provide for leave, as provided for or hereinafter amended. Employees taking leave under Federal Family Medical Leave Act of 1993, and RCW 49.78, are required to use all accrued leave (sick, vacation, comp time or Kelly hours) concurrently with the leave provided for in the Federal Family Medical Leave Act of 1993, and RCW 49.78 as presently existing or hereinafter amended. The only exception to this requirement will be that an employee taking FMLA leave for new child purposes may request to retain up to 40 hours of accrued sick leave or comp time off for use upon his or her return to active employment.
- 10.11 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base wage rate of pay, for any unused accumulation of sick leave up to a total of 960 hours

when they are permanently separated from employment in accordance with the following payout schedule:

Separation Reason	Percentage of Accumulated, Unused Sick Leave Eligible for Cash Out
Termination	0%
Lay-Off, Separation in Anticipation of Lay-Off	25%
Disability Retirement	100%
Death	100%
Retirement	50%

- 10.12 An employee may transfer any unused sick leave to an employee who has used up all of their sick leave from a serious illness, injury or accident.
- 10.13 The Employer will abide by all State and Federal law s regarding the job rights of reservists and volunteers who are called or volunteer for active military duty. Returning veterans or reservists who comply with such laws shall be reinstated to the prior position (or position of like seniority, status and pay) with the same wage and benefit increases he or she would have earned if employment had not been interrupted by military service.
- 10.14 During the term of this Agreement, upon 30 days' written notice to the Guild, the City has the discretion to reopen this Agreement solely for purposes of bargaining changes to paid leave provided by this Agreement. This reopener is provided in light of potential impacts of Washington's paid sick leave law, Initiative 1433.
- 10.15 Washington Paid Family and Medical Leave Program: The City shall comply with the Washington State Paid Family and Medical Leave (PFML) law (Title 50A RCW) and supporting regulations by either participating in the State-administered program or the City may self-administer the program following approval by the state Employment Security Department (ESD), consistent with the law.

The City has the sole discretion to determine if it will also pay the employee's share of the Paid Family and Medical Leave premium. For reference, in the 2021-2022 biennial, the City has determined that it will pay the employee's share of the premium for all employees from January 1, 2021, through December 31, 2022. Every two years, the City will determine whether or not it will pay the employee share of the Family and Medical Leave premiums when it drafts and approves its biennial budget. It is not a guarantee or Union right that the City will be able to pay the employee share in the future, and at the City's discretion, the employee may be required to pay their share with 30 days' notice to the employee and the Guild.

ARTICLE 11 SENIORITY AND LAYOFF

- 11.1 Seniority - Definition: Seniority shall be defined as the entire period of full-time, fully paid service with the employer, including probationary period.
- 11.2 Seniority - List: The Employer shall establish a seniority list which shall contain date of hire and classification of all regular employees. Said list shall be updated at least once a year and more frequently if needed. The Employer shall provide the Guild with a copy of said list each time the list is updated.
- 11.3 Layoff: In a given class in a department, the following shall be the order of layoff:
- Provisional appointees;
 - Temporary or intermittent employees not earning service credit;

- c. Probationers (except as their layoff may be affected by military service during probation);
- d. Regular employees in the order of their length of service, the one with the least service being laid off first. Layoff shall be within a classification, such as, police officers, records or other similar classification.

11.4 All employees subject to layoff shall be given 21 calendar days' notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior in that classification. Employees subject to layoff shall be placed on a rehire list for a period of two years. Those employees on the rehire list shall be called to return to work as positions become available before the City seeks outside applicants subject to the following:

11.4.1 The employee meets all standards and qualifications for the position;

11.4.2 Employees shall be called back in reverse order of layoff;

11.4.3 The laid off employee shall keep the Employer advised of their current address and telephone number;

11.4.4 Notices shall be mailed to the employee's last known address, and the failure of an employee to respond within seven (7) calendar days shall relieve the Employer of all further recall responsibilities.

ARTICLE 12 WAGES

12.1 Base wages shall be at the rates set forth in Appendix A.

Commissioned Police Officers

12.1.1 Effective January 1, 2022, wage rates shall increase by 3.0%.

12.1.2 Effective July 1, 2022, wage rates shall increase by 3.0% for a market adjustment.

12.1.3 Effective January 1, 2023, wage rates shall be increased by 3.0%.

12.1.4 Effective January 1, 2024, wage rates shall be increased by 3.0%.

Non-Commissioned and Special-Commissioned Employees

12.1.5 Effective January 1, 2022, wage rates shall increase by a 4.0%.

12.1.6 Effective January 1, 2023, wage rates shall be increased by 3.0%.

12.1.7 Effective January 1, 2024, wage rates shall be increased by 3.0%.

ARTICLE 13 RECRUITING INCENTIVE

13.1 The City recognizes the importance of recruiting quality candidates for the Police Department. The City shall pay to any employee covered by this Agreement the sum of \$500 for successfully recruiting a lateral entry police officer ("recruited employee"). To be eligible for the recruitment incentive, the recruited employee must successfully complete the probationary

period before the \$500 incentive is paid. The recruited employee shall state in writing the name of the employee responsible for his/her recruitment. Only one incentive shall be paid out per successful recruit.

ARTICLE 14 DEFINED BENEFIT PROGRAM

- 14.1 The City and employees will contribute to a 401(a) defined benefit plan. Each employee has a mandatory contribution rate of 6.2% of gross earnings. The Employer will match mandatory contributions to the 401(a) plan.
- 14.2 Employees are one hundred percent (100%) vested for their employee contributions to the 401(a) plan. Employees shall receive vesting credit in the Employer’s contributions according to the following schedule that is based on their length of employment with the City of Lake Forest Park, as follows:

14.2.1

Length of Employment	Vesting Credit
Less than 12 months	0%
12 months	33%
For each additional month through 35 months	2.7917%
36 months and more	100%

ARTICLE 15 DEFINED CONTRIBUTION PLAN

- 15.1 The employees may voluntarily contribute and invest pretax earnings into a 457 defined contribution plan. Participation and contributions to the 457 plan is voluntary.
- 15.2 The City offers matching for employees who voluntarily contribute into the 457 defined contribution plan. The City matches, on a dollar-for-dollar basis, up to fifty dollars (\$50.00) per month.

Example #1 – An employee who contributes \$50 earns a City match of \$50, for a total contribution of \$100.

Example #2 – An employee who contributes \$25 earns a City match of \$25, for a total contribution of \$50.

Example #3 – An employee who contributes \$100 earns a City match of \$50, for a total contribution of \$150.

ARTICLE 16 HEALTH AND WELFARE

- 16.1 For the term of this Agreement, employees shall have their choice of enrollment in two medical plans, subject to enrollment requirements imposed by the insurance carriers: AWC Kaiser \$200 or LEOFF Trust Plan F.

During the term of this Agreement, should the City be at risk of losing coverage for LEOFF 1 retirees, the Agreement shall be reopened for purposes of bargaining replacement medical coverage. In no instance will the City be contractually obligated to continue providing coverage for Guild employees in a manner that results in the loss of coverage for LEOFF 1 retirees based on the choice of plans offered in Article 16.1.

- 16.2 Medical Insurance: For employees enrolled in AWC Kaiser \$200, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, without any limit on annual premium increases.

For employees enrolled in LEOFF Trust Plan F or FX, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, up to the first eight percent (8%) of any annual premium increase. Should any annual premium increase exceed eight percent (8%), for both employee and spouse/dependent coverage, the Employer and employees shall split 90/10 the increase beyond eight percent (8%).

Premium Cost-Sharing Example: In 2022, assume monthly premiums for LEOFF Trust Plan F employee-only coverage cost \$1000. In 2022, the Employer pays \$1000 (100%) and the employee pays \$0 (0%). In 2023, if premiums increase by \$90 (a 9% increase, exceeding the 8% threshold in Article 16.2), the 2023 and 2024 cost-sharing arrangement for employee-only coverage shall be as follows:

Employer Pays in 2023: \$1080 (2022 rate, plus first 8% of 2023 increase, which is \$80) + \$9 (90/10 split of 2023 increase beyond 8%) = **\$1089**.

Employee Pays in 2023: \$0 (rate owed in 2022) + \$1 (90/10 split of 2023 increase beyond 8%) = **\$1**.

Employer Pays in 2024: Assuming premiums increase by 10% in 2024 to \$1199, the Employer pays \$1089 (2023 rate) plus \$87.20 (100% of the first 8% of increase) plus 90% (90/10 split) of the amount of the increase over 8%, or \$19.62 = \$1195.82

Employee Pays in 2024: Employee pays: \$0 (split owed in 2022) + \$1 (10% split owed in 2023) + 2.18 (10% split owed in 2024) = \$3.18

- 16.3 Dental Insurance: The Employer agrees to pay one hundred percent (100%) of the cost of dental insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan F. In addition, the Employer agrees to pay one hundred percent (100%) of the cost of the orthodontics insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan III. As an alternative, an employee may select the Willamette Dental of Washington \$15.00 co-pay plan.
- 16.4 Vision Insurance: The employer agrees to pay 100% of the premiums necessary to provide the AWC Vision Service Plan.
- 16.5 Life Insurance: The City agrees to pay the full cost of a fifty-thousand dollar (\$50,000) life insurance policy benefit for each employee, subject to any limitations or exclusions as a result of pre-existing conditions, and as determined by standard life insurance contract. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing life insurance policy, the City may choose a replacement insurance carrier.
- 16.6 Indemnification: The Employer shall provide insurance for all employees for all claims arising out of their employment with the City, while acting in their official capacity. In addition, the Employer shall pay on behalf of any employee any sums, including reasonable legal expenses, which the employee shall become legally obligated to pay as a result of reasonable and lawful activities and exercise of authority clearly within the scope of assigned duties and responsibilities as an employee of the City, and which are reasonably necessary in order for such employee to be represented. Choice of legal representation will be determined by the Employer.
- 16.7 Disability Insurance: The City will provide long term disability insurance through AWC for a 90-day waiting period with 67% of salary benefit. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing disability policy, the City may choose a replacement insurance carrier.

ARTICLE 17 OFF-DUTY EMPLOYMENT

17.1 Off-Duty Employment: The Employee may perform other employment during off-duty hours so long as the employment off hours will not adversely affect the on-duty status of the officer or the ability of the officer to perform duties for shifts filled by the officer, and is not a conflict of interest. The employee shall notify the Chief or designee in writing stating the place of employment, employer, hours to be worked, and a brief description of the work to be performed. The Chief may deny off-duty employment if a current or future conflict of interest is demonstrated. The Chief will respond to the request within ten (10) days of the request.

ARTICLE 18 CLOTHING AND EQUIPMENT

18.1 Issued Equipment: The Employer shall initially provide necessary uniforms and equipment for first time outfitting of police personnel. The uniforms and equipment will remain the property of the City. The Department shall issue to each new Employee the following items:

- Long Sleeve Shirt..... 1
- Formal Tie..... 1
- Tie Bar 1
- Short Sleeve Shirt 1
- Additional long or short sleeve shirt..... 1
- Trousers 2
- Standard Jumpsuit 1
- Trouser Belt 1
- Formal Hat with Hat Badge..... 1
- Metal Name Tag..... 1
- Traffic Safety Vest..... 1
- Badge 1
- Duty Belt Gear..... 1
- (Holster, (2) handcuffs & case, ammunition holder, OC spray & holder, ASP & holder, flashlight holder, keepers, tourniquet holder with tourniquet)
- Flashlight..... 1
- Protective Vest 1
- Duty Issue Weapon 1
- Duty Issue Jacket..... 1
- Footwear 1

Uniform and equipment specifications can be found in the Uniform and Equipment Specification Manual.

The department will provide entry level new hires with all required equipment to attend the Basic Law Enforcement Academy. The list of required academy items is developed by CJTC/BLEA and is incorporated into the department’s Uniform and Equipment Specifications Manual.

- 18.1.1 New uniformed employees hired prior to August 1st of the calendar year and existing uniformed personnel will receive a \$625.00 equipment allowance in January of each year. In addition, all uniforms and equipment required at the Academy will be provided by the Employer.
- 18.2 Personal Items: Employer will not pay for normal wear and tear of personal items but will pay for reasonable repair or replacement of personal items damaged or lost in the line of duty.
- 18.3 Where the Department requires an article of clothing which requires dry cleaning only, the City shall pay dry cleaning costs.

- 18.4 A designated agency representative will be responsible for purchasing new employee uniforms and equipment, not the new employee.
- 18.5 Upon successful completion of FTO, the standard jumpsuit may be ordered as listed in 18.1.

ARTICLE 19 JOB CLASSIFICATION AND WORKING OUT OF CLASSIFICATION

- 19.1 Job Classifications: Job classification shall be established by the Employer either by ordinance, action of the Council, or in Civil Service rules and regulations. The Guild reserves the right to reopen bargaining as a result of a new personnel ordinance, should such ordinance address personnel matters, including wages, hours and working conditions.
- 19.2 Working Out of Classification: Whenever an employee is assigned by the Employer, and accepts the principal duties and responsibilities of an employee in a higher classification, assignment or position for one shift, or longer, that employee shall be paid at a rate of five percent (5%) above present base wage rate or shall receive the base wage rate at the bottom of the range for the classification in which the employee is then substituting, whichever is greater, for all such time worked.
- 19.3 Police Records Specialists agree to perform administrative duties not traditionally tied to the bargaining unit. Those Specialists will be compensated at a rate of five percent (5%) above present base pay. Either party can terminate this term of the CBA with thirty (30) days' written notice, however, it is the intent of the City to maintain this term until such time a full-time Administrative Assistant has been hired. These duties will be negotiated and discussed with the Police Records Specialist, the Administrative Sergeant, and the Chief of Police.

ARTICLE 20 DISCIPLINE AND DISCHARGE

- 20.1 Cause for Discipline: No member of the Lake Forest Park Police Guild shall be disciplined or discharged without just cause.

ARTICLE 21 PERSONNEL RECORDS

- 21.1 Access to Personnel Files: All employees shall have the right to view and photocopy their entire personnel file. Subject to any approved rule, regulation and requirement of State law, the City may determine what goes into the personnel file.
- 21.2 The employee shall be allowed to rebut derogatory statements in the employee's file, in writing, and the rebuttal statement shall be kept with the derogatory information.

ARTICLE 22 BILL OF RIGHTS

- 22.1 The Guild acknowledges that investigations into the conduct of Guild members may become necessary from time to time. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the Employer agrees that:
- 22.1.1 Except in potential criminal matters, the employee shall be informed of the nature of the investigation.
- 22.1.2 Interrogation of employees shall be at a reasonable time, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
- 22.1.3 Interrogation shall take place at the Lake Forest Park Police Station, except when deemed impracticable by the Chief or designee. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing.

22.1.4 The questioning session shall not be unreasonably long and employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.

22.1.5 The employee shall not be subjected to any offensive language, nor intimidated into taking action the employee would not otherwise agree to.

ARTICLE 23 GRIEVANCE PROCEDURE/DISCIPLINARY RECORD

23.1 Definition of Grievance: For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended in writing by the Guild and Employer.

23.2 Limitations: The grievance procedure shall not be available for oral counseling and/or verbal reprimand noted in the employee's personnel file. Advancement to arbitration shall not be available for written counseling and/or written reprimand. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer.

23.3 A grievance must be initiated within fourteen (14) calendar days of the date the alleged violation took place or within fourteen (14) calendar days of the date upon which the employee, by due diligence, could have reasonably known of the alleged violation; provided, however, in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation. Failure to file within these prescribed time limits shall render the grievance invalid and foreclosed from the grievance procedure.

23.4 Any grievance deadline that falls on the weekend or on an observed holiday shall be extended to the next business day. Failure of the Employer to respond within any time limit imposed in this grievance procedure shall cause the grievance to advance to the next step. Failure of the Guild or grievant to respond within any time limit imposed in this grievance procedure shall cause the grievance to be considered abandoned, and the grievance shall be withdrawn. In the event the grievance is abandoned, the grievant shall be foreclosed from re-filing the grievance.

23.5 Step One: Employees shall notify their immediate supervisor in writing in compliance with Article 23.3. The written grievance shall include the facts supporting the grievance. The employee will contact the immediate supervisor or designee and shall attempt to effect a settlement of the complaint.

23.6 Step Two: If the grievance is not resolved to the Employee's satisfaction at Step 1, the grievance shall be submitted in writing to the Police Chief or designee within fourteen (14) calendar days of the immediate supervisor's decision, stating the section/s of the Agreement allegedly violated and the remedy requested. The Police Chief or designee shall render a written decision within fourteen (14) calendar days.

23.7 Step Three: The Employee may appeal an adverse decision of the Police Chief or designee to the City Administrator or designee within fourteen (14) calendar days of the completion of Step Two (2). The City Administrator or designee shall render a written decision within fourteen (14) calendar days of receipt of the appeal.

23.8 Step Four: The Guild may appeal an adverse decision of the City Administrator or designee to a neutral arbitrator. The Guild shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision.

23.8.1 For disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request an arbitrator from the Law Enforcement Arbitrator Roster.

- 23.8.2 For non-disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild and the Employer shall attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, the Guild shall request the appointment of an arbitrator from the Public Employment Relations Commission. In the alternative, by mutual agreement, the Guild may request a list of nine (9) neutral arbitrators from the Public Employment Relations Commission.
- 23.9 The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. If a contractual violation has been found, the arbitrator will have the authority to amend or modify a penalty or other management action. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, nullify or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement or terms in other documents referred to in this Agreement.
- 23.10 Each party to the proceedings may call such witnesses as it deems necessary to the presentation of its case. Such testimony shall be sworn and shall be subject to cross examination.
- 23.11 The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.
- 23.12 The parties shall have a minimum of thirty (30) calendar days to prepare and file a post-hearing brief with the arbitrator.
- 23.13 In the event a court reporter records the hearing, the parties shall have a minimum of thirty (30) days following receipt of the court reporter's verbatim transcript of proceedings to prepare and file a post-hearing brief with the arbitrator.
- 23.14 The arbitrator's decision shall be made in writing and shall be issued within sixty (60) calendar days following receipt of the parties' respective post-hearing briefs. The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Guild, and the employee(s) involved.
- 23.15 The fees, expenses and all other costs of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case, including all costs for its attorney(s) and/or other representative(s).
- 23.16 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended for stated periods of time by the appropriate parties by mutual agreement. Any such extension of time shall be in writing.
- 23.17 Election of Remedy – In the case of a grievance appealable to both the Civil Service Commission and to arbitration under the terms of this Agreement, a written election of remedies shall be submitted to the City by the Guild. An employee electing to utilize the appeal process available through the Civil Service Rules and Regulations shall forfeit their right to utilize the grievance procedure as set forth in this provision. Employees may not file simultaneous appeals through the grievance procedure and the Civil Service Rules and Regulations.
- 23.18 Civil Service Appeals: All Civil Service appeals shall be in accordance with the rules and regulations of the Civil Service Commission.

ARTICLE 24 SEVERABILITY

24.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and affect. The Guild and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 25 PERFORMANCE OF DUTY/NO STRIKE

25.1 The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement the Guild shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement. Nothing shall be interpreted to prohibit lawful informational picketing, but such picketing shall not be while the officer is on duty nor while in uniform.

ARTICLE 26 RETIREMENT

26.1 The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, PERS I and II, or other system used under the portability provisions of the systems).

ARTICLE 27 LONGEVITY AND EDUCATIONAL INCENTIVES

27.1 Longevity: Longevity pay, which is a rate of pay based on the length of the most recent continuous service with the City, shall be calculated on the individual employee's hourly base wage rate as listed in Appendix A and shall be paid as follows:

Length of Continuous Service (Months)	Premium Pay (Hourly)
0 through 60	0%
61 through 120	2%
121 through 180	4%
181 through 240	6%
241 or more	8%

For example, a police officer with continuous service of 240 months and 12 days is eligible for a total of 6% premium pay in addition to his/her base pay. For purposes of providing longevity pay to lateral new hires, the City may substitute length of continuous service at the City with length of continuous service in law enforcement. If the City makes this substitution, the longevity pay will be added to the lateral new hire's base pay once the new hire has successfully completed his/her probationary period.

27.2 Educational incentives: Educational incentive pay shall be paid at the indicated percent of a qualifying employee's base wage rate for the level of education achieved.

Associate Degree..... 2%
Bachelor's Degree..... 4% total

27.3 Incentive Pay: Employees assigned to the following duties shall receive premium pay in the following amounts:

- 27.3.1 Detective positions shall receive an additional 10%; the K9, CRO, and Traffic assignments shall receive 5%. The field training officer (FTO) shall receive 5% while actively engaged in FTO functions. The City reserves the right to either fill or not fill incentive assignments, as it shall determine in its sole judgment. The Chief shall determine and approve, in advance, all incentive positions and assignments and claims for incentive pay; no persons shall receive incentive pay without first having been appointed to the position or assignment and approval for the incentive having first been obtained by the Chief.
- 27.3.2 The employer shall provide a flat rate of \$1,000.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as firearms instructor and \$1,000.00 annually for defensive tactics instructor. The employer shall provide a flat rate of \$500.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as EVOC instructor. Said incentive shall be paid in December of each year.
- 27.3.3 Acting Sergeant: The Chief and/or the Chief's designee shall be responsible for selecting one or more officers to fill the role of Acting Sergeant if no Sergeant is on duty.

An Acting Sergeant may be appointed when the Sergeant being replaced is or will be absent from his or her assigned shift for 36 or more consecutive hours, or as operationally necessary to meet the mission of the department, and the officer assigned fulfills the actual duties of a Sergeant.

Officers who temporarily assume the duties of an Acting Sergeant position will be compensated per Article 19.2 of this Agreement. If more than one (1) officer is appointed to serve as an Acting Sergeant, each officer will be compensated only for the actual time worked as the Acting Sergeant, provided each officer has worked at least twelve (12) consecutive non-overtime hours in the Acting Sergeant role.

Officers serving as an Acting Sergeant will not be compensated for out-of-class pay for any of the following: (1) time not worked while on any paid or unpaid leave status; (b) time worked in overtime with the exception of a *bona fide* shift extension or call-out or working a recognized holiday occurring during the period of an officer's Acting Sergeant appointment.

Officers have the option of declining an assignment of Acting Sergeant.

ARTICLE 28 PROBATIONARY PERIOD

- 28.1 There shall be a probationary period consisting of twelve (12) months beginning the first day worked by the employee following graduation from the Basic or Equivalency Academy. If there is a lapse in duty of greater than two weeks during the probationary period, the duration of the absence from duty shall be added to the twelve (12) month probationary period. During the probationary period the probationary employee may be terminated without just cause and the probationary employee may not grieve a termination action. The provision covering shift schedule changes shall not apply to probationary employees.

ARTICLE 29 DURATION

- 29.1 Except as otherwise stated herein, this Agreement shall become effective January 1, 2022 and will carry through December 31, 2024. In the event negotiations for a new Agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement.

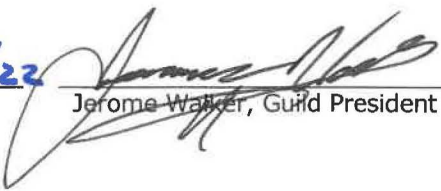
CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD



Jeff Johnson, Mayor

05/24/22
Date



Jerome Walker, Guild President

05/24/22
Date

*As authorized by majority vote
of the City Council*

WAGE APPENDIX "A"
 2022 - 2024
 by and between the
 CITY OF LAKE FOREST PARK
 and
 LAKE FOREST PARK POLICE GUILD

A.1 Effective upon the effective date of this Agreement, the 2021 base wage rate for Commissioned Police Officers shall be increased by 3.0% and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0%, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5754
	B	13 - 24 months	6209
	C	25-36 months	6703
	D	37 + months	7190
Sergeant I - Probationary (95% of Sergeant II)			8081
Sergeant II (18.3% above Police Officer Step D)			8506

A.2 Effective July 1, 2022, the 2022 base wage rate for the Non- and Special-Commissioned employees shall remain the same and the 2022 base wage rate for Commissioned Police Officers shall be increased by a 3.0% market adjustment, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5927
	B	13 - 24 months	6395
	C	25-36 months	6904
	D	37 + months	7406
Sergeant I - Probationary (95% of Sergeant II)			8323
Sergeant II (18.3% above Police Officer Step D)			8762

A.3 Effective January 1, 2023, the 2022 base wage rate shall be increased by 3.0%, resulting in a 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4680
	B	13 - 24 months	4847
	C	25-36 months	5013
	D	37 - 48 months	5177
	E	49 - 60 months	5342
	F	61 + months	5508
Support Services Officer	A	0 - 12 months	4850
	B	13 - 24 months	5197
	C	25-36 months	5543
	D	37 + months	5898
Police Officer	A	0 - 12 months	6104
	B	13 - 24 months	6587
	C	25-36 months	7111
	D	37 + months	7628
Sergeant I - Probationary (95% of Sergeant II)			8573
Sergeant II (18.3% above Police Officer Step D)			9024

A.4 Effective January 1, 2024, the 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

Records Specialist	A	0 - 12 months	4820
	B	13 - 24 months	4992
	C	25-36 months	5164
	D	37 - 48 months	5332
	E	49 - 60 months	5502
	F	61 + months	5674
Support Services Officer	A	0 - 12 months	4996
	B	13 - 24 months	5353
	C	25-36 months	5709
	D	37 + months	6075
Police Officer	A	0 - 12 months	6288
	B	13 - 24 months	6785
	C	25-36 months	7324
	D	37 + months	7857
Sergeant I - Probationary (95% of Sergeant II)			8830
Sergeant II (18.3% above Police Officer Step D)			9295

City Administrator Report

City of Lake Forest Park

Date: May 25, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department

Officers responded to a reported robbery with sexual motivation. The victim reported being followed from her workplace. The suspect exited the bus when she did, following the victim into a neighborhood. The suspect confronted the victim, demanding money while exposing himself and telling the victim to perform a sexual act. The suspect fled the area after taking the victim's backpack. The suspect was located near the mall area, arrested, and booked into jail.

Officers responded to Ross for a possible shoplifter. The suspect was reported to be in the restroom with a large amount of unpaid for merchandise. When employees attempted to confront the suspect, the suspect trapped one of them in the restroom briefly. Suspect openly hostile with employees. Officer issued trespass warning to suspect who left parking lot driving erratically while screaming out of car window.

Officers were dispatched to a shoplift in progress at Albertsons. The suspect was located with over \$70 worth of items stolen from the store. The suspect had previously trespassed from the mall property for other shoplifting incidents. The suspect also had warrants for his arrest for theft. The suspect was arrested, cited, and released.

Officers located two subjects inside a vehicle with drug paraphernalia. Both subjects had multiple warrants for their arrest. One subject had over \$35,000 in warrants for DUI and Physical Control. Due to low staffing both subjects were released.

Officers were dispatched to a theft of alcohol from Rite Aid. Officers located the suspect who turned out to be 15 years old. The suspect was found in possession of the stolen alcohol. The suspect trespassed from Rite Aid and released to parents without charges.

An officer observed a cyclist on SR 522, at night, with no lights and no helmet. The cyclist was nearly struck by a metro bus, causing the bus to swerve out of the way to avoid a collision. When the officer attempted to stop the cyclist, he fled onto the Burke Gilman Trail. Another officer located the bike which had been ditched on the trail.

On May 11, the Police Department hosted the AXON Roadshow exclusively for our first responder and law enforcement community. The roadshow showcased new technology with an enhanced Taser system, UAV's, Community Survey software, Virtual Training system, an updated body camera, and equipment from Verizon. Here in LFP, we utilize the Taser 7 system and the Axon 3 cameras, as well as digital storage software.



NEMCo

The Northshore Emergency Management Coalition continued its in-service training for CERT and RACES volunteers by hosting a sheltering training on Saturday May 13. While touching on all types of sheltering, this training primarily focused on cooling centers/shelters in preparation for summer. Topics covered included basic staffing procedures, heat-related first aid, and general safety concerns. This training successfully created a group of individuals who are ready to activate in case of extreme weather.

With the start of the summer event season on the horizon, NEMCo is also preparing for community outreach events such as the Shoreline Fire Department Open House/Pancake Breakfast on June 3 and the Lake Forest Park Safety Fair on June 24, as well as a planned community preparedness workshop on July 22.

II. Internal City Information**Municipal Court**

The Court has hired Kelley Gradwohl as a part-time Interim Court Administrator for the Municipal Court. Ms. Gradwohl retired six years ago as the Court Administrator and returned to assist with the day-to-day administrative and management activities of the court since the position became open in April.

III. Council Information**IV. Response to Citizen and Council Comments****V. Contract Reporting**

Nothing new to report.

VI. Legislative Update

VII. Community Events



The Pickleball group lead by Parks and Recreation Advisory Board member Amy, have raised funds for two movable pickleball nets to be left at Horizon View and have painted two courts to add to Horizon View's court. Tennis players are still able to fully use the court and pickleball players are able to get two games going at once!

VIII. Upcoming City Sponsored Events

[City Hall Closed \(Memorial Day holiday\)](#)

May 29, 2023, 9:00 AM - 5:00 PM

[Community Emergency Response Training \(offered by NEMCo\) - Session 6 of 8](#)

June 1, 2023, 6:00 PM - 9:00 PM @ Kenmore Fire Station 51

[Shoreline Fire Open House, Pancake Breakfast & Safety Fair at Kenmore HQ Fire Station](#)

June 3, 2023, 9:00 AM - 12:00 PM @ Kenmore Fire Station 51

[Community Emergency Response Training \(offered by NEMCo\) - Session 7 of 8](#)

June 8, 2023, 6:00 PM - 9:00 PM @ Kenmore Fire Station 51

IX. Meetings Calendar**[City Council Special Meeting \(hybrid meeting\)](#)**

June 5, 2023, 6:00 PM - 8:00 PM @ City Hall and via Zoom

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

June 6, 2023, 7:00 PM @ City Hall and via Zoom

[Tree Board Meeting \(Hybrid\)](#)

June 7, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[North King County Coalition on Homelessness](#)

June 8, 2023, 1:00 PM - 2:30 PM

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

June 8, 2023, 6:00 PM - 7:00 PM @ City Hall and via Zoom

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

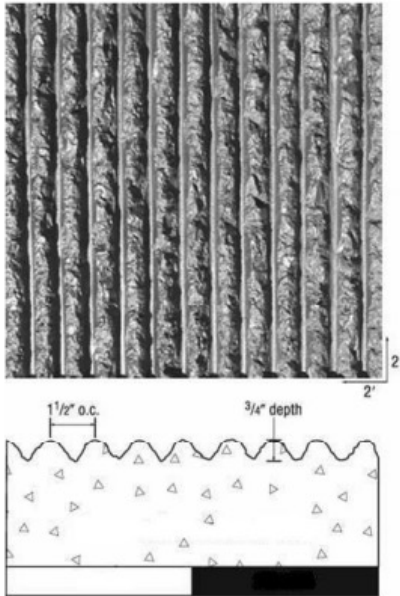
June 8, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

SR 522 Wall Update

WSDOT Conformed Agreement

Section 11, Item C.

Fractured Fin

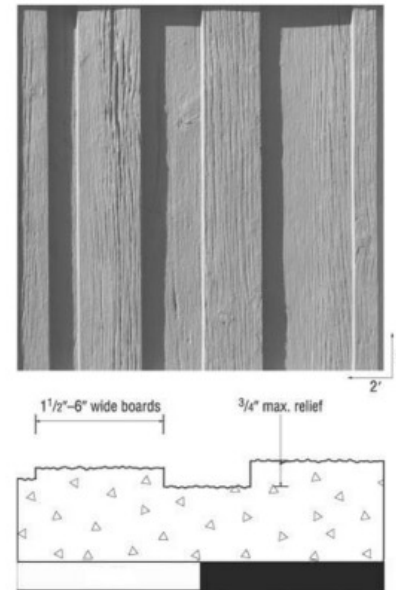


- The Original fractured fin was produced in 1970.
- This 30 years old is one of the most specified surface treatments..

Typical uses:

- I-90, I-5, Statewide classic

Random Board Finish (3/4")



- Natural looking, rough-cut wood textures.

Typical uses:

- SR 16, I-5, I-90, SR 18, SR 520

[10] Retaining walls in cities with a population of more than 25,000 will be the responsibility of the city and the state's responsibility in cities with a population of less than 25,000 if the wall is substitute for a slope.

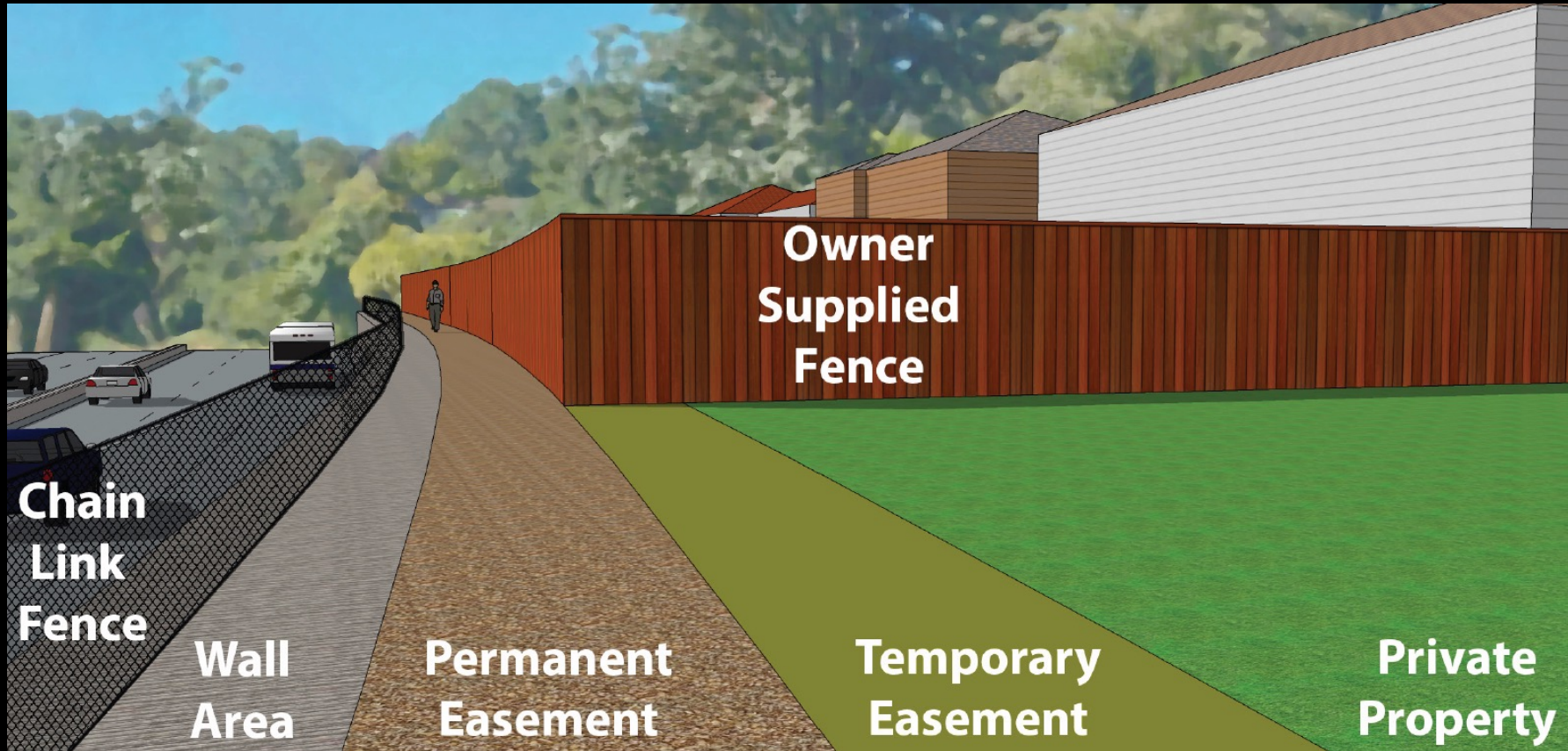
WSDOT Fractured Fin Example

Section 11, Item C.



WSDOT Standard Design

Section 11, Item C.



Proposed Wall Design Year 1 (~165th)

Section 11, Item C.



Proposed Wall Design Year 5 (~165th)

Section 11, Item C.



Proposed Wall Design Year 1 (~157th)

Section 11, Item C.



Proposed Wall Design Year 5 (~157th)

Section 11, Item C.



Proposed Obligations

Section 11, Item C.

Wall Design Element	A. Type and Description	B. Ownership	C. Maintenance/Minor Repair	D. Replacement
1. Wall (Structural Element)			LFP	WSDOT
2. Traffic Barrier (Crash Protection)		WSDOT	WSDOT (with caveats: facing must be flat where barrier is. Gap in barrier for planting vegetation, dirt, would require WSDOT review.)	WSDOT
3. Drainage Trench at Top of Wall		LFP	LFP - working with property owners to let them know when inspecting/maintaining	WSDOT
4. Railing/Fencing at Top of Wall (Fall Protection)	Preferred LFP fence on top of wall (not just a fall protection wall)	LFP	LFP	WSDOT - City pays for any extras beyond "base" cost.*
5. Other Fencing (at ROW Line for maintenance area at top)	City prefers none	LFP	LFP prefers only fence at top of wall	
6. Vegetation	Yes (TBD type). What are the options? ST team can share ideas.	LFP	LFP	
7. Facing	TBD (but LFP prefers different from 2 WSDOT standards). Options need to consider both safety and what can be engineered. Cascading down vs growing up from bottom. May need to consider roots behind wall (for wall replacement considerations). May need proof that vegetation won't affect wall structure. WSDOT landscape architect has a say in the aesthetics of a facing (to avoid distractions, etc.) A facing used on another state route will be helpful.		LFP	
8. Right of Way		LFP (who property is dedicated to). City will look into this.		
*Requires agreement between WSDOT and City on maintenance, repair, replacement responsibilities. Agreement may need to include expectations of what happens if maintenance and repair does not occur.	*City will like to see what maintenance and repair responsibilities will be from WSDOT			