



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, September 14, 2023 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

Join Zoom Webinar: <https://us06web.zoom.us/j/81208922305>
Call into Webinar: 253-215-8782 | Webinar ID: 812 0892 2305

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

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

[A.](#) Puget Sound Starts Here Month - September 2023

5. CITIZEN COMMENTS

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

6. PRESENTATIONS

[A.](#) Swearing in of new Lake Forest Park Police Officers Hubermann Alcean and Francisco Montague

[B.](#) Connections Health Solutions

7. PUBLIC HEARINGS

[A.](#) Public Hearing on Ordinance 23-1275 - Renewing interim development regulations as authorized by the Growth Management Act relating to indoor emergency shelters and housing, transitional housing, and permanent supportive housing.

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)

- Staff address questions that may have been presented during public comments and from Council.

[B.](#) Discussion, Direction and/or Possible Action on Ordinance 23-1275/Renewing interim development regulations relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

8. 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.](#) August 10, 2023 City Council Work Session Minutes

- [B.](#) August 10, 2023 City Council Regular Meeting Minutes
- [C.](#) August 14, 2023 City Council Committee of the Whole Special Meeting Minutes
- [D.](#) City Expenditures for the Period Ending August 24, 2023 (*prepaid*)
- [E.](#) City Expenditures for the Period Ending September 14, 2023
- [F.](#) Resolution 23-1911/Canceling Certain Checks
- [G.](#) Resolution 23-1912/Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan
- [H.](#) Resolution 23-1914/Authorizing the Mayor to sign the Second Amendment to the Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program

9. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- [A.](#) Resolution 23-1913/Authorizing the Mayor to sign Amendment No. 1 to professional services agreement AG 23-023 with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support

10. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

11. ORDINANCES AND RESOLUTIONS FOR ACTION

- [A.](#) Resolution 23-1915/Amending the 2023 User Fees related to the Tree Permits and Retaining Walls
- [B.](#) Resolution 23-1916/ Authorizing the Mayor to sign an Interlocal Agreement with North East King County Regional Public Safety Communication Agency (NORCOM) for dispatching services
- Resolution 23-1917/ Authorizing the Mayor to sign the Information Technology Additional Services Agreement by and between Lake Forest Park Police Department and NORCOM
- [C.](#) Ordinance 23-1276/Amending the Lake Forest Park Municipal Code to update the titles of city officials

12. COUNCIL DISCUSSION AND ACTION

13. OTHER BUSINESS

14. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report
- [C.](#) City Administrator's Report

15. ADJOURN

FUTURE SCHEDULE

- Thursday, September 21, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, September 25, 2023 City Council Committee of the Whole Regular Meeting 6 pm - *hybrid meeting (Zoom and City Hall)*
- Thursday, September 28, 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 PUGET SOUND STARTS HERE MONTH

WHEREAS, Puget Sound and the waterways that connect our mountains to the shore contribute in numerous ways to our Lake Forest Park economic infrastructure, quality of life and to our unparalleled natural resource base; and

WHEREAS, water quality is a priority for the health and welfare of citizens in Lake Forest Park; and

WHEREAS, millions of pounds of toxic pollutants enter Puget Sound every year, most of which are a result of rain washing over hard surfaces contaminated with yard chemicals, pet waste, oil, soaps, and other toxins that then enter storm drains, streams, and ultimately Puget Sound; and

WHEREAS, educational initiatives such as the regional “Puget Sound Starts Here” campaign work to protect and improve local and regional water quality; and

WHEREAS, state agencies and more than 400 local organizations, governments and tribes, including Lake Forest Park, have joined together to engage residents in Puget Sound recovery, and who have collectively launched the “Puget Sound Starts Here” public awareness campaign; and

WHEREAS, “Puget Sound Starts Here Month” is an opportunity to bring attention and focus to the issue of local and regional water quality and provide educational opportunities for the public to learn how they can help clean up Puget Sound and our local waterways; and

WHEREAS, the actions Puget Sound’s more than 4.5 million residents take today add up to determine the future of our health, economy, culture and quality of life;

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

Puget Sound Starts Here Month

in the city of Lake Forest Park and urge all citizens to take responsibility for their part in protecting and improving the health of Puget Sound for future generations by participating in a local volunteer cleanup or restoration project and adopting at least one Sound-healthy behavior to help restore and protect Puget Sound and our local waterways.

IN WITNESS WHEREOF, signed this 14th day of September, 2023.

Jeff Johnson, Mayor



Connections Health Solutions
Company Overview & Services
Summer 2023

Description

Connections History and Overview

Connections Approach to Care



About Connections Health Solutions

Section 6, Item B.

Connections Health Solutions is a 24/7, immediate-access behavioral health crisis stabilization model. Our model provides a high-quality and cost-efficient alternative to ED visits, ED boarding, and hospital admissions for the high-acuity psychiatric population.



Founded in Arizona in 2009, Connections is the national leader in behavioral health crisis care.



Fully-employed, multidisciplinary psychiatric urgent and emergency care. All patients who meet inpatient criteria are instead treated and stabilized in a 23-hour crisis observation model that prevents an emergency room visit or hospital admission for high-acuity behavioral health populations.



> 40% reduction in behavioral health claims expense demonstrated in Arizona, driven by crisis observation level of care replacing inpatient admissions.



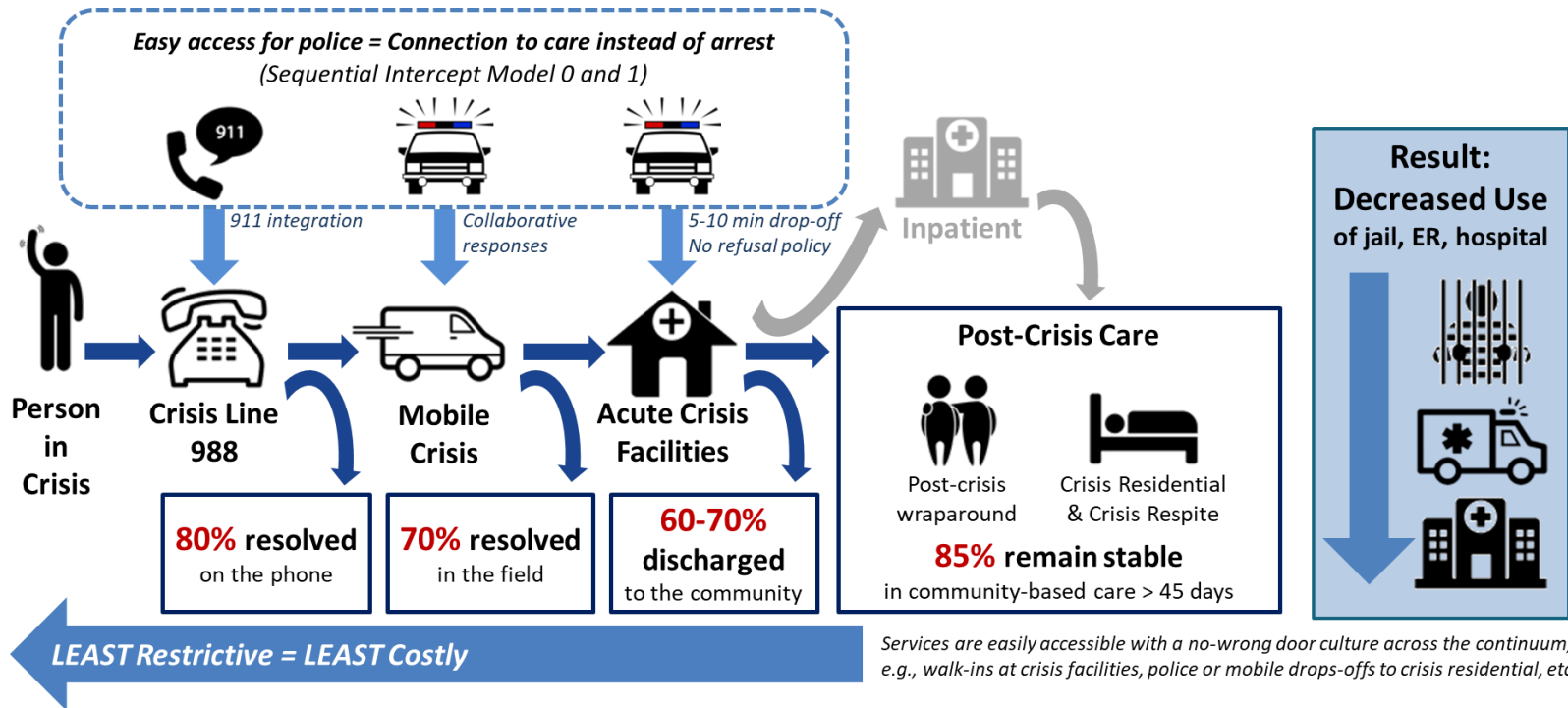
Infrastructure to enable a high-performing behavioral health group, including value-based contracting and analytics, EMR designed to meet our unique crisis care model, and intensive clinical training led by psychiatric crisis experts.



Connections collaborates across the continuum

Connections Health Solutions has played and continues to play a critical role in the development of the crisis continuum in Arizona, and now, Washington

Crisis System: Alignment of services toward a common goal



Note: Adapted from: Balfour ME, Hahn Stephenson A, Delaney-Brumsey A, Winsky J, & Goldman ML (2020). Cops, Clinicians, or Both? Collaborative Approaches to Responding to Behavioral Health Emergencies. *Psychiatric Services*. Epub ahead of print Oct 20, 2021. <https://ps.psychiatryonline.org/doi/10.1176/appi.ps.202000721>. (Community stabilization rates are based on FY2019 from the Southern Arizona region and were provided courtesy of Johnnie Gasper at Arizona Complete Health/Centene)



Connections Health Solutions' Values Deliver Immediate Access Behavioral Health Crisis Care

Section 6, Item B.

Connections Health Solutions is widely recognized as a pioneer in behavioral health crisis care, prioritizing access, safety, patient care, and community connection.

**WE PRIORITIZE
ACCESS FOR ALL**



Our patients, inclusive of high acuity, violent, and agitated access a psychiatric provider within **90 minutes**.

**WE BELIEVE IN LEAST
RESTRICTIVE CARE**



65-70% of patients are stabilized and discharged within 24 hours; the remaining 30% in 3 – 4 days.

**WE CREATE CONNECTIONS
AND COMMUNITY**



“Connections” is in our name. We coordinate across the delivery system connecting patients to care and their community.

**WE DELIVER REAL RESULTS
AND REAL IMPACT**



SAMHSA, National Council for Mental Wellbeing, and **national experts have adopted our model as a national best practice.**

Acronyms: SAMHSA = Substance Abuse and Mental Health Services



Description

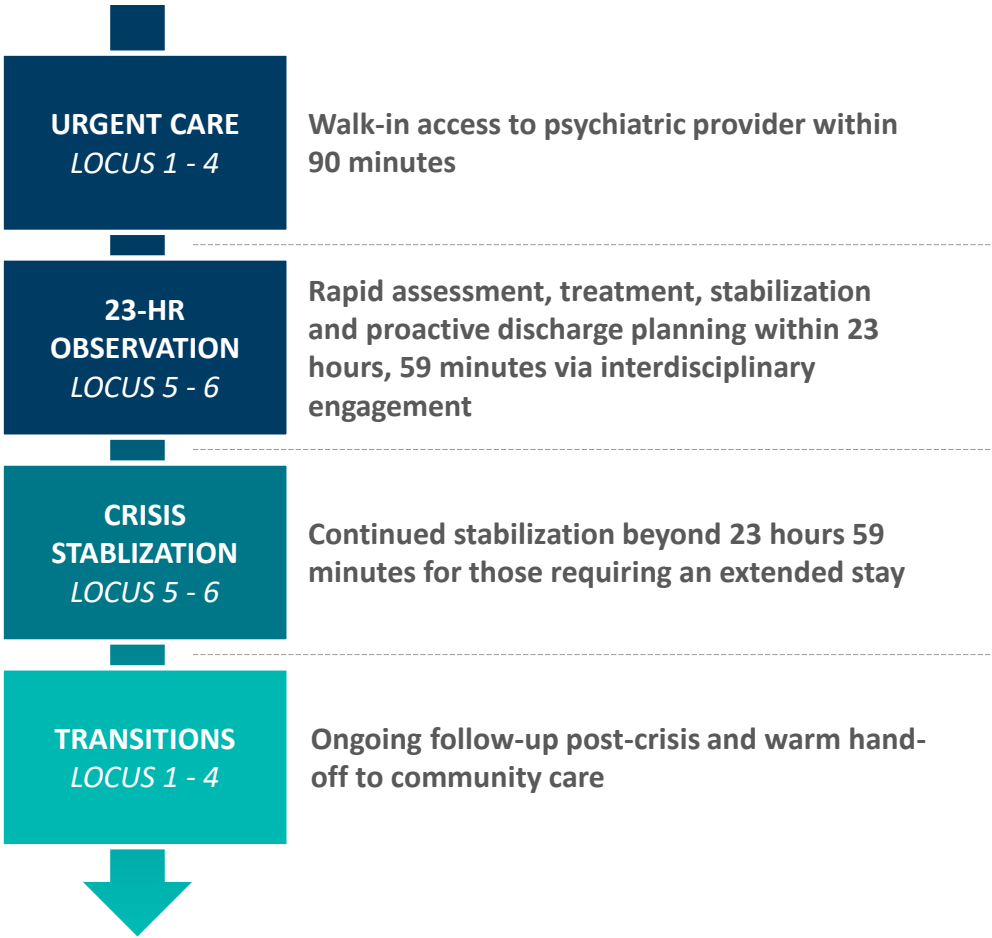
Connections History and Overview

Connections Approach to Care



Connections Core Service Lines Serve Individuals of All Acuties

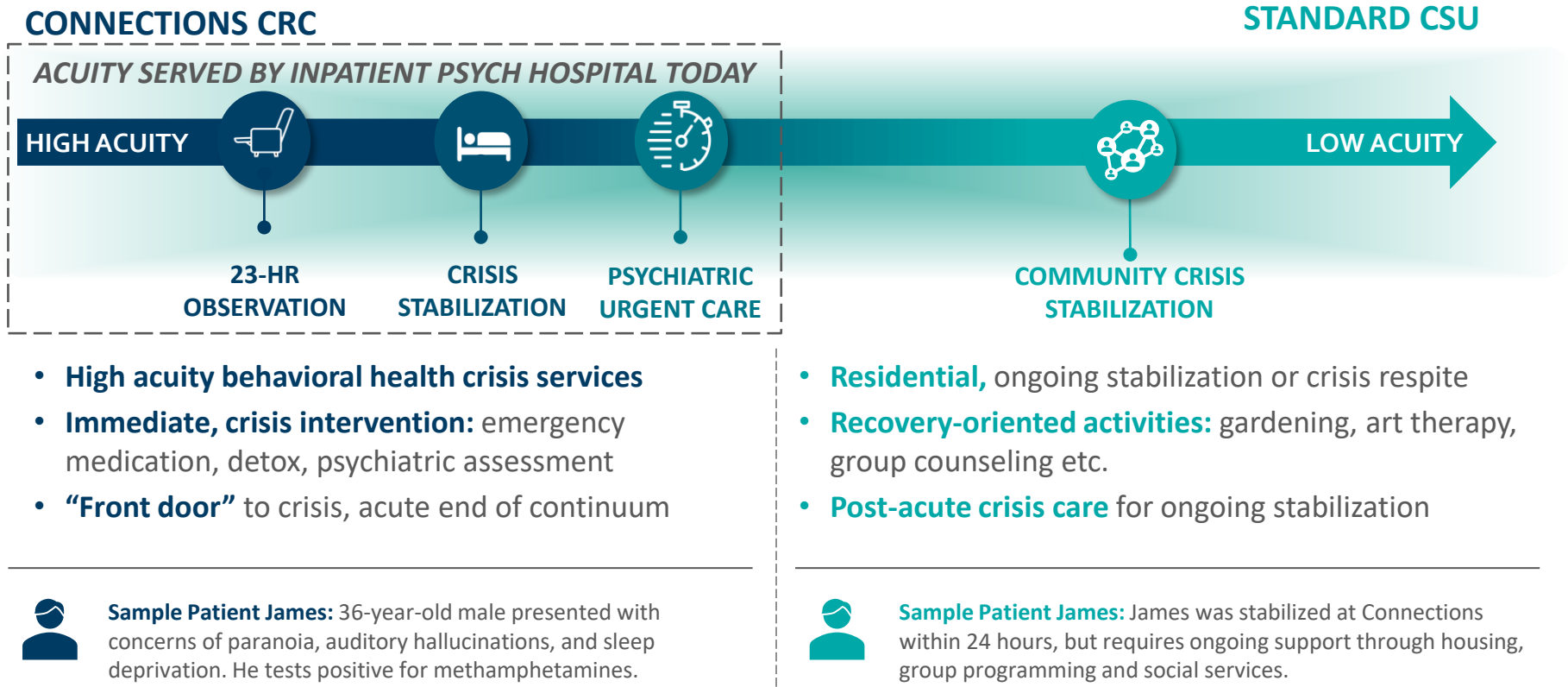
Our service lines have evolved to ensure those who need crisis care can access it when they need it, without referral



Connections' Model Serves the Underserved

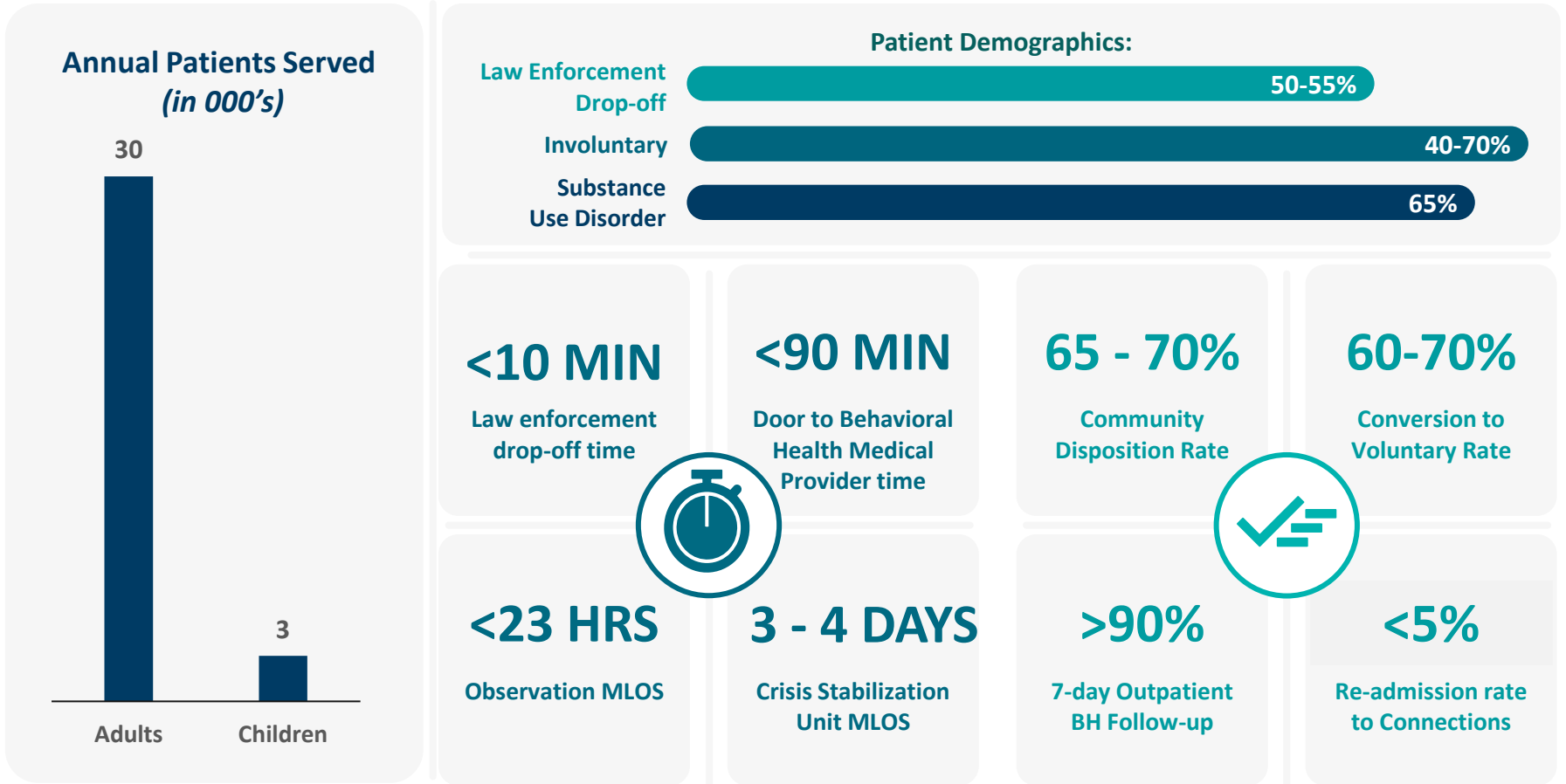
Connections' programming sees a higher level of acuity to bridge current gaps the current crisis continuum. Without us, individuals end up in an ED or jail.

Illustrative Crisis Continuum



Connections Health Solutions Outcomes

Connections sets the national standard for crisis care via our model and outcomes. Our care model has been lauded in peer-reviewed publications for both adults and children/adolescents.¹⁻⁴



Sources: 1. National Council for Behavioral Health. [Roadmap to the Ideal Crisis System](#): Essential Elements, Measurable Standards and Best Practices for Behavioral Health Crisis Response, pages 105 – 106. 2. Substance Abuse and Mental Health Services Administration. (2020). [National Guidelines for Behavioral Health Crisis Care: Best Practice Toolkit](#), pages 54 - 56. 3. Balfour ME, Zinn T, Cason K, Fox J, Moore Berdeja C, Gray J. (2018). [Provider-Payer Partnerships as an Engine for Continuous Quality Improvement in Psychiatric Services](#), 69(6), 623-625. 4. [Pediatric Behavioral Health Urgent Care 2nd Edition](#), Children’s Mental Health Campaign, pages 27 -28.



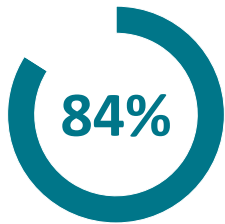
Patient Satisfaction

Connections delivers patient-centric care. When surveyed, > 80% of Connections' patients, who are the highest acuity and presenting in crisis, would recommend Connections.

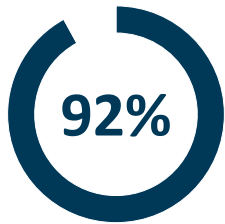
WOULD YOU RECOMMEND CONNECTIONS TO OTHERS?¹



**Psych/BH
Urgent Care**



**Crisis
Observation**



**Sub-acute
Crisis Stabilization**

"The peer support is the best ever. I am a loner and do not trust people but here I feel safe, and I know the people care about my well being. I would like to thank [REDACTED] who is peer support, he never judges and works so hard to help us get help that we need."

- Urgent Care Patient Testimonial

"You understood the situation and didn't make me feel like i was crazy or out of it. I love that y'all take care of your patients."

- Urgent Care Patient Testimonial

"I went to the CRC five years ago and they saved my life. I've been stable on meds and have not been back since. My friend also went there recently, and she said she was treated well there. Keep up the great work."

- Google Review

¹Based on patient definitely/probably yes answers in surveys administered from January 1 to March 31, 2023.



Urgent Care Overview

Urgent care provides patients with immediate access to care in a voluntary office-based setting, without the need for a referral.



Intake at Connections' Crisis Response Center

"You understood the situation and didn't make me feel like I was crazy or out of it. I love that y'all take care of your patients." – Urgent Care Patient Testimonial

Abbreviations: BHMP = Behavioral Health Medical Provider (i.e., MD, NP, PA), BHT = Behavioral Health Technician. Note: Performance data is TTM for Connections' flagship Urgent Psychiatric Center in Phoenix, AZ.

URGENT CARE OVERVIEW

- Of the 27,401 individuals we triaged in 2021, 10,939 were triaged and stabilized in our walk-in lobby
- Patients stabilized in our walk-in lobby are released within 2 hours having received:
 - Assessment to address patient's immediate needs and creating a successful treatment plan for community-based treatment.
 - Patients receive a psychiatric assessment, psychosocial assessment, medical assessment, and a complete discharge plan with care coordination
- Walk-in patients meeting medical necessity for 23-hour Observation are admitted to that unit.



BHMP



RNs, LPNs



Licensed Case Manager



BHT

<90min

Door to BHMP time

>95%

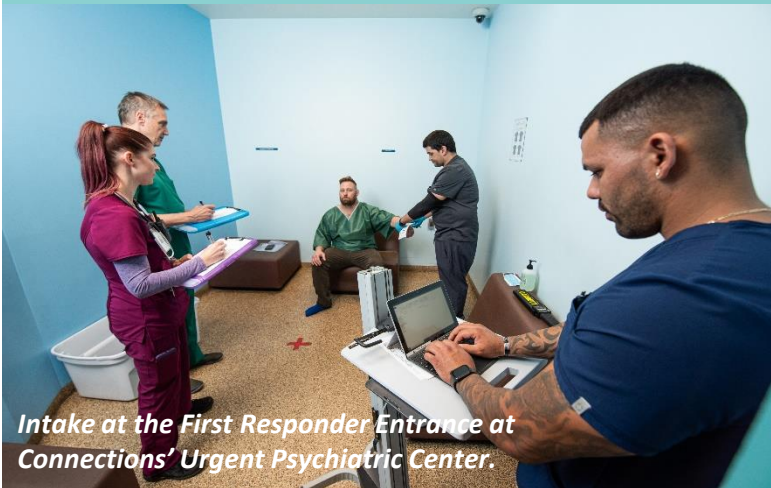
Patient satisfaction



23-hour Observation: First-Responder Entrance

Patients that arrive at our crisis centers via law enforcement, first responders, crisis mobile teams, or EDs/ambulance transfers arrive at a dedicated entrance.

"Connections has a 'no wrong door' policy for law enforcement, meaning no matter how agitated or intoxicated or riled up someone is, they still take that patient for us. That's what makes [the Tucson Police Department] successful. Otherwise, that person would end up in jail." - Jason Winsky, Sgt. TPD



Intake at the First Responder Entrance at Connections' Urgent Psychiatric Center.

FIRST-RESPONDER OVERVIEW

- Connections views law enforcement as a critical partner, 50-55% of drop-offs annually come from law enforcement
- Our partnership has been so successful that Connections plays an integral role in Tucson PD's learning site designation: communities nationwide visit our CRC to learn best practices for police-mental health collaboration

Intake Team:



RNs, LPNs



Licensed Case Manager



BHT



PSS

<10 min

Law enforcement drop-off time

<3%

Transferred to ED for medical clearance

0

Patients turned away annually

Abbreviations: BHT = Behavioral Health Technician, PSS = Peer Support Specialist



23-hour Observation: Treatment

Connections assumes that the crisis can be resolved. We successfully discharge the majority within 24 hours, and yet, 100% of patients admitted to Observation meet inpatient admission criteria.



OBSERVATION OVERVIEW

- Patients are admitted to an Observation chair, a comfortable recliner under continuous observation from the nursing bay
- The interdisciplinary team provides immediate intervention (medication, detox/MAT, crisis counseling, peer support, safety planning, mindfulness)
- Our team collaborates and coordinates with community and family partners to create a successful discharge plan



"[Our] team works closely with Connections across our levels of care. Their team is consistently patient-centered and resolution-focused [in discharge planning]. They think innovatively about the real issues driving psychiatric crisis and think creatively about how to solve these issues." -
Partner Behavioral Health Agency

10,000	Annual visits per facility
60-70%	Conversion from involuntary to voluntary
<23hr	Length of Stay

Abbreviations: BHMP = Behavioral Health Medical Provider, BHT = Behavioral Health Technician, PSS = Peer Support Specialist. Notes: Data shown for Connections' flagship Urgent Psychiatric Center, in Phoenix, Arizona.

Crisis Stabilization Unit Overview

Our crisis stabilization units provide for continued stabilization beyond twenty-four hours for those not stable for discharge.



CRISIS STABILIZATION UNIT

- Patients are admitted to this unit if they are not stabilized within 24 hours and require 3 – 4 days of additional stabilization
- The same interdisciplinary team continues to monitor, assess and evaluate as on the 23-hour Observation unit. On the CSU, there is enhanced group programming options available.

				
BHMP	RNs, LPNs	Licensed Case Manager	BHT	PSS

1,500	Annual visits per facility
3 - 4 days	Length of stay
90%	Patient satisfaction

Connections' new residential crisis stabilization units opening in 2022 in Phoenix, AZ.



Post-Acute Transitions Overview

Connections discharge planning begins the moment an individual is admitted. Our case managers ensure patients have a follow-up appointment scheduled, if not within the community, with us.

DISCHARGE PLANNING OVERVIEW

- Discharge planning begins at admission. Case managers contact applicable outpatient providers and natural supports, as necessary and appropriate, to notify and coordinate care at registration
- Licensed case managers schedule follow-up outpatient appointments, make referrals, and contact natural and community supports to arrange transportation
- For those requiring more robust aftercare, our programming leverages peers and our multi-disciplinary team to provide outpatient wraparound support to patients coming out of crisis in our walk-in lobby until we can connect patients to longer term outpatient care



Photos from Connections' CRC and UPC.

"The staff were committed to helping our members in all facets, from housing, to peer support, to clinical services. The programming at Transitions makes a difference. We are glad to partner with Connections to jointly serve our members." - **Director of System Transformation, Payer Partner**

				
BHMP	RNs, LPNs	Case Manager, Therapist	BHT	PSS

>90%	7-day Outpatient BH follow-up
95%	Connected to same-day housing
2x	Increase in PCP engagement



THANK YOU

Core to Connections' values is system collaboration, we would welcome any follow-up questions or feedback.



Sarah Lopez
VP Implementation
Sarah.lopez@connectionshs.com

Heather Genovese
National VP Clinical Operations
Heather.genovese@connectionshs.com





CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 14, 2023

Originating Department Planning and Building Department

Contact Person Phillip Hill, City Administrator

Title Ordinance 23-1275/Renewing interim development regulations relating to
Emergency Shelters and Housing, Transitional Housing, and Permanent
Supportive Housing

Legislative History

- First Presentation: Regular City Council meeting September 9, 2021
- Second Presentation: Regular City Council meeting September 23, 2021
- Third Presentation: Special City Council meeting November 18, 2021
- Fourth Presentation: Regular City Council meeting March 10, 2022
- Fifth Presentation: Regular City Council meeting September 8, 2022
- Sixth Presentation: Regular City Council meeting March 9, 2023
- Seventh Presentation: Regular City Council meeting September 14, 2023

Attachments:

1. Ordinance No. 23-1275 renewing interim regulations adopted in Ordinance 1227
2. Ordinance No. 1227 adopting interim development regulations relating to indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

Executive Summary

Council is considering Ordinance No. 23-1275 (Attachment 1), which would renew for a third time the interim development regulations in Ordinance No. 1227, which was adopted by Council on September 23, 2021 (Attachment 2). The Council has previously held four public hearings on this matter and would hold a fifth public hearing prior to deliberating on Ordinance No. 23-1275. Under the Growth Management Act (GMA), interim regulations may be in effect for six months and may be renewed for one or more six-month periods. The Administration recommends this renewal of the interim regulations while the City is waiting for the necessary guidance and data that could affect unit numbers, locations, and reasonable intensity, spacing, and occupancy requirements.

Background

In 2021, the state legislature adopted RCW 35A.21.430 that states that a city shall not prohibit “indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.” For transitional and permanent support housing, the statute provides that a city may not prohibit them in zones where residential dwelling units or hotels are allowed. The statute does allow reasonable occupancy, spacing, and intensity of use restrictions on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to “protect public health and safety.” These restrictions, however, must allow a “sufficient number” of these housing types to accommodate a city’s projected need for such housing and shelter. The projected need/numbers are to be provided by Commerce.

Prior to the adoption of Ordinance No. 1227, the LFPMC had two zoning districts that allowed hotels: Commercial Corridor (CC) and Town Center (TC). The CC zoning designation occurs on the three narrow parcels across Bothell Way NE from Town Center that comprise roughly one-third of an acre, and on one parcel occupied by North Park Heating and Sheet Metal on Ballinger Way that is about two-thirds of an acre. The Town Center zone includes an area of about 18 acres.

The interim regulations permit emergency housing and shelters in the CC zone, but not in the TC zone since the interim regulations removed hotels as a permitted use in the 18-acre TC zone. The interim regulations also add transitional and permanent supportive housing as permitted uses in the twelve zones that allow residential dwelling units as well as the CC zone.

Fiscal & Policy Implications

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve the Ordinance 	Interim regulations will remain in effect for six months, or until sooner repealed by the City Council
<ul style="list-style-type: none"> • Do not approve the Ordinance 	The current interim regulations will expire on September 19, 2023, and the City will not be in compliance with the statutory requirements until new interim or permanent regulations are adopted

Staff Recommendation

Adopt Ordinance 23-1275 renewing interim development regulations relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing.

ORDINANCE NO. 23-1275

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RENEWING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations and renewals of interim regulation for one or more six-month periods; and

WHEREAS, on September 9, 2021, the City Council of Lake Forest Park adopted interim development regulations for indoor emergency shelters, emergency housing, transitional housing, and permanent supportive housing (together “Emergency Housing”) in Ordinance No. 1227; and

WHEREAS, the interim development regulations were renewed in Ordinance No. 1236, after a public hearing held on March 10, 2022; and in Ordinance No. 1248 after a public hearing held on September 23, 2022; and in Ordinance No. 23-1264 after a public hearing on March 9, 2023; and

WHEREAS, a public hearing was held on September 14, 2023, regarding the renewal of the interim development regulations provided in Ordinance No. 1227; and

WHEREAS, the interim regulations were adopted in response to legislation adopted in 2021, that included an addition to RCW 35A.21.430, that among other things, requires cities to allow Emergency Housing in certain zones; prohibits cities from excluding transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed; and prohibits cities from excluding indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed (except if allowed in the majority of zones within a one-mile proximity to transit); and

WHEREAS, as authorized by RCW 35A.21.430, the interim regulations in Ordinance No. 1227 included reasonable occupancy, spacing, and intensity of use

requirements on Emergency Housing to protect public health and safety while also using best efforts to not restrict the number of units below the number to be assigned to the City during King County planning efforts; and

WHEREAS, when the interim regulations were initially adopted, the City had not been provided with the data, as described in the 2021 amendment to RCW 36.70A.070(2)(a), from Department of Commerce to identify the number of housing units necessary to manage the City’s projected growth, including Emergency Housing units; and

WHEREAS, due to the lack of data and recommended methodology from the Department of Commerce, in Ordinance No. 1227, the Council based reasonable intensity, spacing, and occupancy requirements on data that was currently available to the City; and

WHEREAS, on March 2, 2023, the City received notice that Commerce had finalized guidance for counties and municipalities to use in identifying how much emergency housing is needed; and

WHEREAS, King County and municipalities will now have to work together to plan how emergency housing will be distributed locally in order for the City to have the information necessary to adopt permanent regulations regarding Emergency Housing unit targets, locations, and reasonable intensity, spacing, and occupancy requirements.

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

Section 1. FINDINGS. The recitals and findings set forth above and those adopted in Ordinances No. 1227, Ordinance No.1236, Ordinance No. 1248, and Ordinance No. 23-1264 are hereby adopted as the City Council’s findings in support of renewing the interim development regulations initially adopted in Ordinance No.1227.

Section 2. RENEWAL OF INTERIM DEVELOPMENT REGULATIONS. Having held a public hearing on September 14, 2023, regarding the renewal of the interim regulations adopted initially in Ordinance No. 1227, and pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, the interim development regulations adopted in Ordinance No. 1227 are hereby renewed.

Section 3. EFFECTIVE DURATION OF RENEWED INTERIM DEVELOPMENT REGULATIONS. The interim development regulations adopted in Ordinance No. 1227 are renewed and in effect for a period of six (6) months from the date this ordinance is effective and shall automatically expire on March 19, 2024, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 4. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by RCW 35A.21.430.

Section 5. 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 6. 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 7. 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 14th day of September, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____

Published: _____
Effective: _____

ORDINANCE NO. 1227

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; DECLARING AN EMERGENCY; PROVIDING FOR SERVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, the Washington State Legislature recently passed E2SHB 1220, which, among other things, requires cities to allow indoor emergency shelters and housing, transitional housing, and permanent supportive housing in certain zones; and

WHEREAS, E2SHB 1220 provides, in part, that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and that a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except if the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

WHEREAS, cities are allowed to adopt reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety so long as those reasonable restrictions do not prohibit the number of units assigned to the city by the Washington State Department of Commerce ("Commerce"); and

WHEREAS, the City has not been provided with the data as described in section 2 of HB 1220(2)(a) by the Washington State Department of Commerce ("Department of Commerce") to develop a Housing Element of the Comprehensive Plan that ensures the vitality and character of established residential neighborhoods that:

Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing; and

WHEREAS, the City communicated with the Department of Commerce on September 16, 2021 and requested the data as described in HB 1220; and

WHEREAS, the Department of Commerce indicated on September 16, 2021 that it does not have the data referenced in HB 1220, but is in the process of developing a Request for Proposals for a consultant to develop the data over the next year. The Department of Commerce will need to develop methodology first and expects to have draft data prepared in the summer of 2022; and

WHEREAS, due to the lack of data from the Department of Commerce, the Council finds that reasonable intensity, spacing, and occupancy requirements are necessary to protect the public health and must be based on data currently available to the City; and

WHEREAS, it is reasonable and necessary to utilize existing data until such time as the Department of Commerce provides the information regarding the City's projected housing needs identifying the number of housing units necessary to manage projected growth; and

WHEREAS, the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 56 unsheltered individuals in North King County, within the cities of Bothell (part), Kenmore, Shoreline, Lake Forest Park, Woodinville, and Unincorporated Areas; and

WHEREAS, the 2019 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 85 unsheltered individuals in North King County; and

WHEREAS, the population of the cities included in the North King County classification is approximately 110,000 people; and

WHEREAS, the Lake Forest Park makes up 12 percent of the population of the cities listed in the North King County classification; and

WHEREAS, based on an average number (2019 and 2020) of unsheltered individuals in North King County at 71 individuals, and the proportional share of population, 12 percent, the proportional share of unsheltered individuals the City would need to accommodate for is 9 individuals. Taking into account possible inaccuracy in the Point-In-Time method, accommodating fifteen (15) individuals would provide a sufficient number of permanent supportive housing, transitional housing, indoor

emergency housing or indoor emergency shelters necessary to accommodate the City's projected need for such housing and shelter; and

WHEREAS, these interim regulations will be reviewed by staff and the Council, and may be revised to generate more allowances based on the number of housing units necessary to manage projected growth; and

WHEREAS, the reasonable occupancy, spacing, and intensity requirement set in these interim regulations are necessary to preserve the public health and safety because they provide for basic health requirements, do not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters, and are sufficient to accommodate the City's needs for such housing and shelter according to the existing data; and

WHEREAS, E2SHB 1220 includes a September 30, 2021, deadline for cities to comply, and the City Council has determined that to comply with the deadline and thoroughly analyze permanent regulations, interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to adopt permanent development regulations in compliance with E2SHB 1220;

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

Section 1. PRELIMINARY FINDINGS. The recitals and findings set forth above are hereby adopted as the City Council's preliminary findings in support of the interim development regulations imposed by this ordinance.

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending Chapter 18.08 LFPMC as follows:

18.08.307 Emergency housing.

"Emergency housing" means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

18.08.308 Emergency shelter.

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement.

Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

...

18.08.528 Permanent supportive housing.

"Permanent supportive housing" means subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the resident's health status, and connect residents of the housing with community-based health care, treatment, and employment services.

...

...

18.08.652 Transitional housing.

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted use in the Town Center zone as follows:

18.42.020 Permitted uses.

A. The following uses are permitted in the Town Center zone, subject to the general provisions as set forth in this title, except where modified by this chapter:

- 1. Accessory uses – on-site.
- 2. Artisanal/craft production and retail subject to 18.42.040(E).
- 3. Assisted housing facilities.

~~4. Boutique hotel and temporary lodging.~~

~~45.~~ Business offices and uses rendering professional, personal, medical-dental clinics, leasing offices, and instructional services subject to 18.42.040(F).

~~56.~~ Cultural, entertainment, and recreational facilities.

~~67.~~ Day care facilities – Type I and Type II subject to 18.42.040(G).

- | **78.** Electric vehicle charging stations.
- | **89.** Freestanding parking structures subject to 18.42.095, such as regional transit authority facilities.
- | **910.** Government buildings and uses.
- | **101.** Instructional institution.
- | **112.** Micro-mobility programs including bicycle sharing and scooter sharing and related infrastructure.
- | **123.** Multiple-family dwelling units.
- | **134.** Public markets.
- | **145.** Public utilities.
- | **156.** Retail sales and services subject to 18.42.040(H).

B. Uses not listed. Uses not listed above may be authorized through a development agreement.

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted uses and adding limitations on uses in the Corridor Commercial (CC) zone as follows:

18.38.020 Permitted uses.

The following uses are permitted in the CC zone, subject to the off-street parking and landscaping requirements and other general provisions as set forth in this title, except where modified by this chapter:

- A. Retail sales of food and commodities, auto oriented services and sales, repair or sale of boats, motor vehicles, sale of food and alcohol for on-premises consumption, sale of gasoline or other fuels;
- B. Business offices and uses rendering professional, personal, and instructional services, such as real estate or insurance brokerages, consultants, medical or dental clinics, technical training, health clubs, and repair of jewelry, eyeglasses, clothing, household appliances and tools, or other such similar uses, vehicle or tool rentals, pet sales and veterinary clinics;

C. Government buildings and uses, including but not limited to City Hall, police stations, libraries, administrative offices, and other public service uses that are compatible with the intent of the CC zone;

D. Hotels and motels;

E. Public utilities;

F. Adult use establishments; provided, however, that the operation of an adult use establishment shall be prohibited within 660 feet of any residential zone; and provided further, that adult use establishments shall not be operated concurrently within 660 feet of, nor within the same structure as, the operation of any other adult use establishment; and provided further, that no adult use establishment shall be located within 660 feet of schools, licensed day care centers, public parks, community centers or public libraries or churches which conduct religious or educational classes for minors.

G. Emergency housing and emergency shelters subject to section 18.38.025 limitations on use, and transitional housing and permanent supportive housing subject to limitations on use in this ordinance.

18.38.025 Limitations on use. Emergency housing and emergency shelter uses in this zone shall be subject to the following further conditions and limitations:

- A. Emergency housing and emergency shelter facilities are Type III decisions pursuant to LFP MC Ch. 16.26.180 (Code administrator's decision requiring notice).
- B. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- C. The emergency housing or emergency shelter facilities must be located within a half mile walking distance of a bus or rail transit stop so that transit dependent residents are able to reach services and employment.
- D. To avoid a concentration of emergency housing or emergency shelter facilities, at the time of application, there shall be no other approved emergency housing or shelter facility located within 1000 feet of the proposed emergency housing or shelter facility site. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility and the closest property line of the proposed facility. For purposes of this section, if the City receives applications for proposed facilities that are within 1000 feet of each other, the first complete application received by the City shall be given priority.

E. If provided, exterior lighting must be directed downward and glare must be contained within the facility site.

F. The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided, but in no case more than 15.

G. The organization managing and operating the emergency housing or emergency shelter facilities must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers and visitors.

Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending the sections of the LFPMC list below in the City's Residential Single-Family (RS) zones, Residential Multifamily (RM) zones, and Southern Gateway zones to allow as permitted uses transitional housing and permanent supportive housing subject to the limitations in Section 6 of this ordinance.

- a. 18.16.010 Permitted uses in RS-20 zone
- b. 18.18.010 Permitted uses in RS-15 zone
- c. 18.20.010 Permitted uses in RS-10 zone
- d. 18.21.010 Permitted uses in RS-9.6 zone
- e. 18.22.010 Permitted uses in RS-7.2 zone
- f. 18.24.020 Permitted uses in RM-3600 zone
- g. 18.26.020 Permitted uses in RM-2400 zone
- h. 18.28.020 Permitted uses in RM-1800 zone
- i. 18.30.020 Permitted uses in RM-900 zone
- j. 18.45.010 Permitted uses in Southern Gateway – Single-Family Residential zone
- k. 18.46.030 Permitted uses in Southern Gateway – Corridor zone
- l. 18.47.030 Permitted uses in Southern Gateway – Transition zone

Section 6. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted adopting limitations on transitional housing and permanent support housing where allowed as a permitted use:

- A. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- B. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for drop in use by non-residents.

- C. The organization managing and operating the facility must submit a parking plan acceptable to the City showing that it is consistent with surrounding uses and has adequate parking to meet the expected demand from residents, staff, service providers, and visitors.
- D. The facility must be located within a half mile walking distance of a transit stop so that transit dependent residents are able to reach services and employment.
- E. To avoid a concentration of uses, facilities must be at least 1000 feet from any other permanent supportive housing or transitional housing facilities, calculated as a radius from the property lines of the site.

Section 7. EFFECTIVE DURATION OF INTERIM DEVELOPMENT REGULATIONS. These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on March 23, 2022, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 8. SET A PUBLIC HEARING. A public hearing shall be held by the City Council regarding these interim development regulations on or before November 22, 2021, as required by RCW 36.70A.390.

Section 9. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by E2SHB 1220.

Section 10. 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 11. 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 12. EFFECTIVE DATE. The City Council hereby finds and declares the deadlines in E2SHB 1220 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-

exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

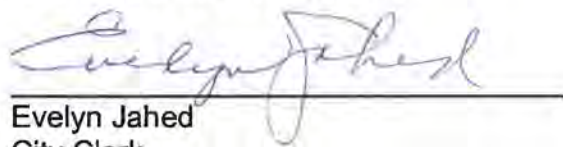
APPROVED BY A MAJORITY of the Lake Forest Park City Council this 23rd day of September, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

APPROVED AS TO FORM:



Kim Adams Pratt
City Attorney

Introduced: September 9, 2021
Adopted: September 23, 2021
Posted: September 28, 2021
Published: September 28, 2021
Effective: September 23, 2021

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**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
August 10, 2023**

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

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

Councilmembers absent: None

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

Others present: 3 visitors

CALL TO ORDER

Mayor Johnson called the August 10, 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. Riddle seconded. The motion to approve the agenda as presented carried unanimously.**

Presentation from Republic Services Regarding Fee Restructuring for Solid Waste

Wendy Weiker, Republic Services, gave a PowerPoint presentation and responded to questions.

Rights-of-Way Tree and Vegetation Maintenance Policies and Procedures

City Attorney Pratt presented the item and responded to questions.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the meeting at 6:51 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
August 10, 2023

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

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

Councilmembers absent: None

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

Others present: 12 visitors

CALL TO ORDER

Mayor Johnson called the August 10, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Kassover moved to approve the agenda as presented. **Cmbr. Furutani seconded.**

Deputy Mayor French moved to amend the agenda to add Resolution 23-1910/Directing the Administration to Prepare a Letter to the Washington State Department of Transportation and Sound Transit Regarding Reducing the Speed Limits on State Route 522 and State Route 104 within the City Limits to the Ordinances and Resolutions section. **Cmbr. Kassover seconded. The motion to add Resolution 23-1910 to the agenda carried unanimously.**

Cmbr. Riddle moved to add an item to Council Discussion and Action to consider a letter from Councilmembers to WSDOT and Sound Transit. **Deputy Mayor French seconded. The motion to add the letter carried unanimously.**

Cmbr. Lebo moved to move Citizen Comments to follow Adoption of the Agenda. **Deputy Mayor French seconded. The motion to move Citizen Comments carried unanimously.**

The motion to approve the agenda as amended carried unanimously.

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CITIZEN COMMENTS

Mayor Johnson invited comments from the audience:

- Vicki Scuri, LFP resident (speed limits/Sound Transit)
- Paula Goode, LFP resident (speed limits/Sound Transit)
- Karina File, Kenmore resident (speed limits)

PRESENTATIONS – King County Metro – Lynnwood Link Connections

Luke Distelhorst and Dave VanderZee, King County Metro, gave an update on the Lynnwood Link Connections project and responded to Council questions.

PROCLAMATION – National Recovery Month – September 2023

Mayor Johnson read a proclamation for National Recovery Month – September 2023.

PROCLAMATION – Childhood Cancer Awareness Month – September 2023

Cmbr. Riddle read a proclamation for Childhood Cancer Awareness Month – September 2023.

CONSENT CALENDAR

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

1. July 24, 2023 City Council Committee of the Whole Meeting Minutes
2. July 27, 2023 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending August 10, 2023, covering Claims Fund Check Nos. 85190 through 85239, in the amount of \$424,786.52; Payroll Fund ACH transactions in the amount of \$157,229.10; and direct deposit transactions in the amount of \$166,510.16; additional approved transaction Washington State Excise Tax, \$6,141.83; total approved Claims Fund transactions \$588,157.45

ORDINANCE 23-1274/Amending the 2023 Budgeted Positions and Salary Schedule Incorporated in Ordinance No. 1256 Adopting the 2023-2024 Biennial Budget (Limited-Term Police Officer Positions)

Police Chief Harden presented the item and responded to questions.

Cmbr. Kassover moved to approve suspend the three-touch rule for this item. **Cmbr. Riddle seconded. The motion to suspend the three-touch rule carried unanimously.**

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Deputy Mayor French moved to approve as presented Ordinance 23-1274/Amending the 2023 Budgeted Positions and Salary Schedule Incorporated in Ordinance No. 1256 Adopting the 2023-2024 Biennial Budget. **Cmbr. Kassover seconded. The motion to approve Ordinance 23-1274 carried unanimously.**

RESOLUTION 23-1907/Authorizing the Mayor to Sign an Interlocal Agreement with the City of Sunnyside for Jail Services

Police Chief Harden presented the item and responded to questions.

Cmbr. Goldman moved to approve suspend the three-touch rule for this item. **Cmbr. Riddle seconded. The motion to suspend the three-touch rule carried unanimously.**

Cmbr. Kassover moved to approve as presented Resolution 23-1907/Authorizing the Mayor to Sign an Interlocal Agreement with the City of Sunnyside for Jail Services. **Cmbr. Riddle seconded. The motion to approve Resolution 23-1907 carried unanimously.**

RESOLUTION 23-1908/Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan

City Administrator Hill presented the item and responded to questions. Planning Commission Chair Maddy Larson also responded to questions.

Deputy Mayor French moved to approve suspend the three-touch rule for this item. **Cmbr. Furutani seconded. The motion to suspend the three-touch rule carried unanimously.**

Deputy Mayor French moved to approve as presented Resolution 23-1908/Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan. **Cmbr. Bodi seconded. The motion to approve Resolution 23-1908 carried unanimously.**

RESOLUTION 23-1909/Authorizing the Mayor to Sign the First Amendment to the Interlocal Cooperation Agreement with King County Regarding the Community Development Block Grant Program

City Administrator Hill presented the item and responded to questions.

Deputy Mayor French moved to approve suspend the three-touch rule for this item. **Cmbr. Riddle seconded. The motion to suspend the three-touch rule carried unanimously.**

1 **Deputy Mayor French moved** to approve as presented Resolution 23-1909/Authorizing
2 the Mayor to Sign the First Amendment to the Interlocal Cooperation Agreement with
3 King County Regarding the Community Development Block Grant Program. **Cmbr. Riddle**
4 **seconded. The motion to approve Resolution 23-1909 carried unanimously.**
5

6 Mayor Johnson recessed the meeting at 8:50 p.m. and reconvened at 9:02 p.m.

7
8 **RESOLUTION 23-1910/Directing the Administration to Prepare a Letter to the Washington**
9 **State Department of Transportation and Sound Transit Regarding Reducing the Speed Limits**
10 **on SR 522 and SR 104 within the City Limits**

11
12 Deputy Mayor French presented the item and read the proposed resolution. Discussion
13 followed.

14
15 **Cmbr. Furutani moved** to approve as presented Resolution 23-1910/Directing the
16 Administration to Prepare a Letter to the Washington State Department of
17 Transportation and Sound Transit Regarding Reducing the Speed Limits on SR 522 and
18 SR 104 within the City Limits. **Deputy Mayor French seconded.**
19

20 **Cmbr. Lebo moved** to amend the resolution so that, rather than having a
21 requirement that the speed limit be reduced from 35 to 30 mph for vehicles
22 10,000 gross vehicle weight, it instead would be investigated by WSDOT. **Deputy**
23 **Mayor French seconded. The motion to amend the resolution that the**
24 **reduction from 35 mph to 30 mph for vehicles 10,000 gross vehicle weight be**
25 **investigated by WDOT rather than being a requirement of the resolution**
26 **carried unanimously.**
27

28 **Cmbr. Riddle moved** to amend the resolution to read that the speed limit on
29 SR 104 is 30 mph instead of 25 mph. **Cmbr. Kassover seconded.** Discussion
30 followed. **The motion to have the speed limit on SR 104 be 30 mph instead of**
31 **25 mph failed, with Cmbrs. Kassover, Riddle, and Bodi in favor and Cmbrs.**
32 **French, Lebo, Goldman, and Furutani opposed.**
33

34 **Cmbr. Lebo moved** to require the administration make the application to WSDOT
35 within 60 days. **Cmbr. Bodi seconded.** Discussion followed. **The motion to**
36 **require the application to WSDOT be made within 60 days carried unanimously.**
37

38 **The motion to approve Resolution 23-1910 as amended carried unanimously.**
39

40 **Letter from Councilmembers to WSDOT and Sound Transit in Support of Speed Limit**
41 **Reduction on SR 522**

42
43 Cmbr. Riddle read the proposed letter into the record. Discussion followed. Minor edits were
44 proposed and accepted by the members who will sign the letter.

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2 In response to a question from Cmbr. Goldman, City Attorney Pratt clarified that if the intent of
3 the letter is that the council take a position, then a vote is required; however, if the letter is
4 being signed by councilmembers as individuals, the signature line should state that.

5
6 **Moving Dispatch Services from the City of Bothell to the North East King County Regional**
7 **Public Safety Communication Agency (NORCOM)**

8
9 Police Chief Harden presented the item and responded to questions.

10
11 **Cmbr. Riddle moved** to approve suspend the three-touch rule for this item. **Deputy**
12 **Mayor French seconded. The motion to suspend the three-touch rule carried**
13 **unanimously.**

14
15 **Cmbr. Riddle moved** to authorize a letter of intent to the NORCOM board to vote on
16 whether to contract with the City of Lake Forest Park. **Deputy Mayor French seconded.**
17 **The motion to authorize the letter carried unanimously.**

18
19 Chief Harden noted that if the NORCOM board approves contracting with Lake Forest Park an
20 interlocal agreement would be brought forward at a future meeting.

21
22 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

23
24 Councilmembers reported on meetings they attended. Mayor Johnson gave a brief report.

25
26 **ADJOURNMENT**

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28 There being no further business, the meeting was adjourned at 10:25 p.m.

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33 Jeff Johnson, Mayor

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38 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE SPECIAL MEETING NOTES
August 14, 2023
6:00 PM**

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

Councilmember absent: None

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: no visitors

CALL TO ORDER

Deputy Mayor French called the August 14, 2023 Committee of the Whole special meeting to order at 6:00 p.m.

Citizen Comments

Deputy Mayor French invited public comments. There was no one in the audience to speak.

Possible Amendments for Reasonable Use Exemptions (RUE)

The Council reviewed possible amendments to the reasonable use exemptions coming forward for action at a future meeting.

Continued Discussion on the Capital Improvement Plan Pavement Resurfacing Plan

Director Perrigo gave a brief presentation of the resurfacing plan and responded to questions from the Council.

Multimodal Healthy Streets Pilot Proposal

Councilmember Goldman gave a presentation regarding introducing a multimodal healthy streets program in the city. After a discussion with the Council, the Council were in favor of the program.

Continued discussion of Speed Limit Reductions

The Council discussed the possible need for a Speed Racing Prohibition Ordinance.

1 **Adjournment**

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3 There being no further business, the meeting adjourned at 7:45 p.m.

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Tom French, Deputy Mayor

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Matt McLean, City Clerk

DRAFT

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
8/24/2023

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. 85240 through 85286 in the amount of \$212,798.46, PAYROLL FUND ACH transactions in the amount of \$171,568.37 and DIRECT DEPOSIT transactions in the amount of \$177,765.14 are approved for payment this 24th day of August, 2023.

Additional approved transactions are:

- ACH transaction Elavon in the amount of \$559.34
- ACH transaction Invoice Cloud in the amount of \$939.80
- ACH transaction Lexis Nexis in the amount of \$132.60
- ACH transaction US Bank in the amount of \$47,434.52

Total approved claim fund transactions: \$433,433.09

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

Section 8, Item D.



User: dmeagher
Printed: 08/17/2023 - 12:41PM
Batch: 00024.08.2023

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	116,935.78
101	Street Fund	32,056.08
106	Strategic Opportunity Fund	11,161.87
302	Transportation Capital Fund	2,545.00
401	Sewer Utility Fund	1,239.09
403	Surface Water Fund	534.35
404	Surface Water Capital Fund	2,680.00
501	Vehicle Equip Replacement Fund	29,866.95
502	PW Contract Fund	173.01
631	Treasurer's Clearing Fund	9,634.64
632	Police Coalition Fund	7,457.71
635	Northshore Emergency Mgmt	145.72
Report Total:		214,430.20

Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 08/17/2023 - 1:19PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/24/2023	Elavon		AP		559.34
0	8/24/2023	Invoice Cloud		AP		939.80
0	8/24/2023	LexisNexis Risk Data Mgmt. Inc.		AP		132.60
85240	8/24/2023	AARD Pest Control, Inc		AP		142.16
85241	8/24/2023	American Traffic Solutions Inc.		AP		66,500.00
85242	8/24/2023	City Of Black Diamond		AP		1,929.27
85243	8/24/2023	Calportland Company		AP		137.43
85244	8/24/2023	Cintas First Aid & Safety		AP		401.63
85245	8/24/2023	Curtis Blue Line / LN Curtis & Sons		AP		104.54
85246	8/24/2023	DataQuest, LLC		AP		251.50
85247	8/24/2023	Washington State Department of Licens		AP		255.00
85248	8/24/2023	Eastside Public Safety Comm.		AP		2,129.16
85249	8/24/2023	Guardian Alliance Technologies, Inc		AP		420.00
85250	8/24/2023	Department 32 - 2501271310 Home De		AP		247.78
85251	8/24/2023	Iconix Waterworks (US) Inc.		AP		230.14
85252	8/24/2023	Imaging Spectrum, Inc.		AP		624.59
85253	8/24/2023	Johnston Group, LLC		AP		3,925.00
85254	8/24/2023	King County Finance		AP		52.99
85255	8/24/2023	King County Finance		AP		7,790.29
85256	8/24/2023	King County Finance		AP		824.00
85257	8/24/2023	King County Pet License		AP		60.00
85258	8/24/2023	King County Finance		AP		30,900.04
85259	8/24/2023	KDH Consulting, Inc		AP		173.01
85260	8/24/2023	Lakeside Industries, Inc.		AP		393.59
85261	8/24/2023	City of Lake Forest Park		AP		695.53
85262	8/24/2023	City of Lake Forest Park		AP		746.80
85263	8/24/2023	Loomis		AP		189.17
85264	8/24/2023	Madrona Law Group, PLLC		AP		14,893.00
85265	8/24/2023	City of Mercer Island		AP		269.10
85266	8/24/2023	Moon Security Service Inc.		AP		1,405.10
85267	8/24/2023	City of Normandy Park		AP		749.80
85268	8/24/2023	Northshore Utility District		AP		34,014.95
85269	8/24/2023	Office Depot, Inc.		AP		40.50
85270	8/24/2023	The Part Works Inc.		AP		246.20
85271	8/24/2023	Peerless Network, Inc		AP		1,036.45
85272	8/24/2023	Puget Sound Energy		AP		371.51
85273	8/24/2023	Puget Sound Executive Services, Inc.		AP		316.00
85274	8/24/2023	Red Carpet Building Maint. Inc.		AP		3,206.15
85275	8/24/2023	Rooted In Love Yoga, LLC		AP		100.00
85276	8/24/2023	Stewart MacNichols Harmell, Inc., P.S.		AP		7,500.00
85277	8/24/2023	City of Snoqualmie		AP		3,814.01
85278	8/24/2023	Staples Advantage		AP		13.76
85279	8/24/2023	State Treasurer's Office		AP		9,108.64
85280	8/24/2023	Symbol Arts, LLC		AP		154.28
85281	8/24/2023	Transpo Group USA Inc		AP		582.50
85282	8/24/2023	TransUnion Vantage Data		AP		0.77

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemD.
85283	8/24/2023	Utilities Underground Location Ctr.		AP		105.78
85284	8/24/2023	The Watershed Company		AP		15,361.09
85285	8/24/2023	Washington State Patrol		AP		245.25
85286	8/24/2023	Eduardo Zaldibar		AP		140.00
Total Check Count:						50
Total Check Amount:						214,430.20

Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 08/17/2023 - 12:26PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
72303791	8/24/2023	ASCAP		AP		433.75
72303792	8/24/2023	Best Buy		AP		309.66
72303793	8/24/2023	Costco Warehouse		AP		88.23
72303794	8/24/2023	Roth Bioscience, LLC		AP		607.00
72305431	8/24/2023	National Tactical Officers Association		AP		304.00
72305432	8/24/2023	Crisis Systems Management, LLC		AP		575.00
72305433	8/24/2023	Joann Fabrics & Craft Supplies		AP		92.64
72305434	8/24/2023	Amazon		AP		199.23
72305436	8/24/2023	Shutterfly, LLC		AP		92.52
72305437	8/24/2023	Fred Meyer		AP		165.26
72306311	8/24/2023	GovernmentJobs.com, Inc		AP		249.00
72306312	8/24/2023	GovernmentJobs.com, Inc		AP		345.00
72306313	8/24/2023	Summit Law Group PLLC		AP		75.00
72306314	8/24/2023	Human Resource Certification Institute,		AP		49.00
72306315	8/24/2023	American Planning Assoc. of WA		AP		100.00
72306316	8/24/2023	Association of Washington Cities		AP		200.00
72306317	8/24/2023	GovernmentJobs.com, Inc		AP		125.00
72306318	8/24/2023	American Planning Association - OR		AP		75.00
72306319	8/24/2023	Human Resource Certification Institute,		AP		89.00
72310101	8/24/2023	Washington City/County Management /		AP		1,000.00
72327511	8/24/2023	Amazon		AP		132.43
72327512	8/24/2023	Ubiquiti, Inc.		AP		3,151.73
72327513	8/24/2023	Amazon		AP		37.44
72327514	8/24/2023	Wasabi Technologies, Inc		AP		14.16
72327881	8/24/2023	Puget Sound Energy		AP		11.01
72327882	8/24/2023	Puget Sound Energy		AP		77.21
72327883	8/24/2023	Seattle City Light		AP		13.50
72327884	8/24/2023	Seattle City Light		AP		241.21
72327885	8/24/2023	Seattle City Light		AP		2,818.30
72327886	8/24/2023	Seattle City Light		AP		13.52
72327887	8/24/2023	North City Water District		AP		85.13
72327888	8/24/2023	North City Water District		AP		51.11
72327889	8/24/2023	Johnson Controls		AP		1,720.96
72382751	8/24/2023	Boston Health Systems LLC		AP		85.00
72382752	8/24/2023	Alexander Gow Fire Equipment Co.		AP		644.96
72382753	8/24/2023	Jet City Printing, Inc.		AP		129.92
72389531	8/24/2023	WMCA Treasurer		AP		125.00
72389532	8/24/2023	International Institute of Municipal Cler		AP		200.00
72389533	8/24/2023	Albertsons		AP		156.44
72389536	8/24/2023	Mister T's Trophies		AP		214.70
72392711	8/24/2023	American Public Works Association		AP		829.00
72392712	8/24/2023	Motor Trucks, Inc		AP		143.33
72396351	8/24/2023	ICMA Membership Renewal		AP		845.00
72396352	8/24/2023	Albertsons		AP		22.57
72396353	8/24/2023	Panera Bread		AP		117.74
723063110	8/24/2023	GovernmentJobs.com, Inc		AP		255.48

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemD.
723063111	8/24/2023	GovernmentJobs.com, Inc		AP		213.20
723063112	8/24/2023	LinkedIn		AP		571.51
723063113	8/24/2023	Human Resource Certification Institute,		AP		79.00
723278811	8/24/2023	Integra Telecom, Inc.		AP		567.11
723278812	8/24/2023	Northwest Cascade, Inc.		AP		439.07
723278813	8/24/2023	Northwest Cascade, Inc.		AP		185.05
723278814	8/24/2023	Northwest Cascade, Inc.		AP		526.11
723278815	8/24/2023	SalesForce.com, Inc.		AP		1,851.36
723278816	8/24/2023	The Seattle Times		AP		975.13
723278817	8/24/2023	Seattle City Light		AP		27.90
723278818	8/24/2023	Sound Security Inc. (Sonitrol)		AP		1,828.15
723278819	8/24/2023	Seattle City Light		AP		22,053.80
723278820	8/24/2023	Seattle City Light		AP		172.19
723278821	8/24/2023	Northwest Cascade, Inc.		AP		201.55
723278822	8/24/2023	Pacific Topsoils, Inc.		AP		432.25
Total Check Count:						61
Total Check Amount:						47,434.52

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov
Printed: 8/15/2023 12:32 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	08/08/2023	1,530.58
ACH	NAVIA	Navia Benefit Solutions, Inc.	08/08/2023	445.48
ACH	NAVIAFSA	Navia - FSA	08/08/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	08/08/2023	2,052.98
ACH	TEAMDR	National D.R.I.V.E.	08/08/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	08/08/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	08/08/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	08/08/2023	7,060.80
ACH	ZAWC	AWC	08/08/2023	42,264.75
ACH	ZEMPSEC	Employment Security Dept.	08/08/2023	495.69
ACH	ZEMPWACA	Wa.Cares Tax	08/08/2023	783.56
ACH	ZGUILD	LFP Employee Guild	08/08/2023	875.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	08/08/2023	31,273.04
ACH	ZL&I	Washington State Department of Labor & I	08/08/2023	6,198.12
ACH	ZLEOFF	Law Enforcement Retirement	08/08/2023	13,992.25
ACH	ZLPIRS	Lake Forest Park/IRS	08/08/2023	34,817.01
ACH	ZPERS	Public Employees Retirement	08/08/2023	22,147.03
ACH	ZTEAM	Teamsters Local Union #117	08/08/2023	179.64
ACH	ZWATWT	Washington Teamsters Welfare Trust	08/08/2023	5,925.96
Total for 8/8/2023:				171,568.37
Report Total (19 checks):				171,568.37

Bank Reconciliation

Section 8, Item D.

Checks by Date

User: dmeagher
Printed: 08/15/2023 - 1:01PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/8/2023		DD 00508.08.2023	PR		177,765.14
Total Check Count:						1
Total Check Amount:						177,765.14

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
9/14/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 85287 through 85345 in the amount of \$475,672.80, PAYROLL FUND ACH transactions in the amount of \$156,220.74 and DIRECT DEPOSIT transactions in the amount of \$174,953.60 are approved for payment this 14th day of September, 2023.

Additional approved transactions are:

ACH transaction Lexis Nexis in the amount of \$136.58

ACH transaction Washington State Excise Tax in the amount of \$8,938.58

Total approved claim fund transactions: \$640,968.70

City Clerk

Mayor

Finance Committee



Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 09/08/2023 - 2:05PM
Batch: 00014.09.2023

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	155,724.76
101	Street Fund	19,442.55
302	Transportation Capital Fund	22,903.24
401	Sewer Utility Fund	228,213.36
403	Surface Water Fund	25,360.36
404	Surface Water Capital Fund	13,299.60
407	PWTF Repayment Fund	112.07
631	Treasurer's Clearing Fund	11,984.02
632	Police Coalition Fund	7,708.00
Report Total:		484,747.96

Bank Reconciliation

Checks by Date

User: dmeagher
 Printed: 09/08/2023 - 2:17PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/14/2023	LexisNexis Risk Data Mgmt. Inc.		AP		136.58
0	9/14/2023	State of Washington		AP		8,938.58
85287	9/14/2023	911 Supply		AP		416.43
85288	9/14/2023	All Battery Sales & Service Inc.		AP		126.32
85289	9/14/2023	American Traffic Solutions Inc.		AP		66,500.00
85290	9/14/2023	Bouncyhouse.com		AP		2,046.04
85291	9/14/2023	Center for Human Services		AP		6,998.00
85292	9/14/2023	Century Link		AP		75.92
85293	9/14/2023	Cintas First Aid & Safety		AP		37.10
85294	9/14/2023	Code Publishing Company		AP		1,967.11
85295	9/14/2023	James Santerelli Enterprises		AP		80.00
85296	9/14/2023	Consor North America, Inc.		AP		3,552.50
85297	9/14/2023	Curtis Blue Line / LN Curtis & Sons		AP		241.66
85298	9/14/2023	Databar		AP		2,379.43
85299	9/14/2023	Washington State Department of Licens		AP		108.00
85300	9/14/2023	Eastside Public Safety Comm.		AP		2,129.16
85301	9/14/2023	Galls, LLC		AP		127.82
85302	9/14/2023	Chris Glanister		AP		600.00
85303	9/14/2023	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
85304	9/14/2023	Gray & Osborne, Inc.		AP		9,762.10
85305	9/14/2023	Guardian Alliance Technologies, Inc		AP		144.00
85306	9/14/2023	International Code Council, Inc.		AP		160.00
85307	9/14/2023	Jim's U Fish		AP		3,306.00
85308	9/14/2023	Johnston Group, LLC		AP		3,925.00
85309	9/14/2023	Kaiser Foundation Health Plan of Wash.		AP		2,284.40
85310	9/14/2023	King County Finance & Business		AP		216,881.82
85311	9/14/2023	Lucy Lackey		AP		20.00
85312	9/14/2023	LeadsOnline LLC		AP		7,308.00
85313	9/14/2023	Legend Data Systems, Inc.		AP		42.43
85314	9/14/2023	Lake Forest Park Water Dist		AP		1,967.66
85315	9/14/2023	Litho Craft, Inc.		AP		2,875.60
85316	9/14/2023	Gene Johnson Plumbing Inc		AP		80.00
85317	9/14/2023	General Dynamics Information Technol		AP		40.00
85318	9/14/2023	McNamara Industries Inc		AP		71.67
85319	9/14/2023	City of Mercer Island		AP		400.00
85320	9/14/2023	Moon Security Service Inc.		AP		714.07
85321	9/14/2023	Navia Benefit Solutions		AP		180.00
85322	9/14/2023	Office Depot, Inc.		AP		90.47
85323	9/14/2023	PACE Engineers, Inc.		AP		935.00
85324	9/14/2023	Pacific Office Automation		AP		1,015.66
85325	9/14/2023	Parametrix, Inc		AP		5,805.25
85326	9/14/2023	Pat's Trees & Landscape Inc.		AP		19,199.99
85327	9/14/2023	Progressive Animal Welfare Society		AP		227.00
85328	9/14/2023	ProForce Law Enforcement		AP		21,458.41
85329	9/14/2023	Eddie Pruitt		AP		150.00
85330	9/14/2023	Puget Sound Executive Services, Inc.		AP		316.00

Check No	Check Date	Name	Comment	Module	Clear Date	
85331	9/14/2023	Puget Sound Business Journal		AP		170.00
85332	9/14/2023	Sarah Roberts		AP		8,351.74
85333	9/14/2023	Snohomish Co Sheriff's Office		AP		26,140.95
85334	9/14/2023	Snohomish County Sheriff's Office		AP		3,562.35
85335	9/14/2023	State Treasurer's Office		AP		11,716.45
85336	9/14/2023	StopStick, Ltd		AP		106.89
85337	9/14/2023	Transportation Solutions Inc		AP		14,873.47
85338	9/14/2023	TransUnion Vantage Data		AP		1.16
85339	9/14/2023	Triverus, LLC		AP		6,545.88
85340	9/14/2023	Daniel Cassady		AP		138.86
85341	9/14/2023	The FA Bartlett Tree Expert Company		AP		2,524.85
85342	9/14/2023	Wally's Towing, Inc.		AP		97.53
85343	9/14/2023	Washington State Department of Ecolog		AP		11,345.00
85344	9/14/2023	Washington State Patrol		AP		123.75
85345	9/14/2023	Beau Zelenock		AP		77.90

Total Check Count: 61

Total Check Amount: 484,747.96

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 8/29/2023 12:43 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	08/23/2023	33,385.99
ACH	NAVIA	Navia Benefit Solutions, Inc.	08/23/2023	272.62
ACH	NAVIAFSA	Navia - FSA	08/23/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	08/23/2023	2,031.64
ACH	TEAMDR	National D.R.I.V.E.	08/23/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	08/23/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	08/23/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	08/23/2023	7,199.93
ACH	ZAWC	AWC	08/23/2023	1,421.61
ACH	ZEMPSEC	Employment Security Dept.	08/23/2023	501.16
ACH	ZEMPWACA	Wa.Cares Tax	08/23/2023	780.83
ACH	ZGUILD	LFP Employee Guild	08/23/2023	875.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	08/23/2023	31,350.38
ACH	ZL&I	Washington State Department of Labor & I	08/23/2023	5,946.88
ACH	ZLEOFF	Law Enforcement Retirement	08/23/2023	13,912.42
ACH	ZLFPIRS	Lake Forest Park/IRS	08/23/2023	34,638.09
ACH	ZPERS	Public Employees Retirement	08/23/2023	21,915.63
ACH	ZTEAM	Teamsters Local Union #117	08/23/2023	179.64
ACH	ZWATWT	Washington Teamsters Welfare Trust	08/23/2023	282.44
Total for 8/23/2023:				156,220.74
Report Total (19 checks):				156,220.74

Bank Reconciliation

Section 8, Item E.

Checks by Date

User: dmeagher
Printed: 08/29/2023 - 1:19PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/23/2023		DD 00523.08.2023	PR		174,953.60
Total Check Count:						1
Total Check Amount:						174,953.60



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 14, 2023

Originating Department Finance Department

Contact Person Lindsey Vaughn, Finance Director

Title Resolution 23-1911/Canceling Certain Checks

Legislative History

- First Presentation September 14, 2023 Regular Meeting
- Action September 14, 2023 Regular Meeting

Attachments:

1. Resolution Number 23-1911

Executive Summary

Resolution Number 23-1911 proposes canceling unclaimed checks and transferring the associated funds to the State under the Uniform Unclaimed Property Act.

Background

State law allows for the nullification of checks that remain unrepresented for payment a year after they have been issued. The City’s Finance Department issued a "lost check affidavit" letter to each payee, providing an option to request a reissue if their check was lost or misplaced. However, since we haven't received any response from the payees, we recommend the cancellation of these checks.

All funds from these canceled checks will be forwarded to the State of Washington as outlined in Chapter 63.29 RCW, or the “Uniform Unclaimed Property Act,” once they are considered abandoned. Unclaimed property funds need to be submitted to Washington State Department of Revenue annually by October 31st.

Fiscal & Policy Implications

Transferring the unclaimed funds to the state alleviates the city from holding onto the money, eliminating the need to wait indefinitely for potential claimants. There are 8 checks with a total value of \$838.21.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the resolution	The checks would be canceled and the unclaimed money would be sent to the state
<ul style="list-style-type: none">• Not approve the resolution	The unclaimed money would need to be tracked by the city in order to fulfill claims if someone were to claim it.

Staff Recommendation

Approve the Resolution.

RESOLUTION NO. 23-1911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CANCELING, PURSUANT TO RCW 39.56.040 CERTAIN CHECKS OF THE CITY OF LAKE FOREST PARK NOT PRESENTED TO THE CITY FOR PAYMENT WITHIN ONE YEAR OF THEIR ISSUE TO BE TURNED OVER TO THE STATE

WHEREAS, the Director of Finance for the City of Lake Forest Park has advised the City Council that certain checks of the City of Lake Forest Park remain outstanding and have not been presented for payment within one year of their issue; and

WHEREAS, RCW 39.56.040 requires that all checks (other than registered or interest-bearing checks) issued by the City of Lake Forest Park shall be canceled when not presented for payment within one year of issue; and

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

Section 1. The following checks of the City of Lake Forest Park, of which are neither registered or interest-bearing checks, and based on their issue date are hereby declared, pursuant to RCW 39.56.040, canceled. Said checks shall no longer be recognized as authorization for payment of City monies.

<u>Check No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Date of Issuance</u>
79796	Estate of Joellen Congleton	\$15.82	06/13/2019
81776	Clinton and Brenna Watson	\$21.30	11/12/2020
82019	L&B Service LLC	\$40.00	12/31/2020
82482	Michael Kuczi Special Needs Trust	\$210.00	06/24/2021
82735	Ovetta Sampson	\$132.78	09/09/2021
82854	Scott and Tiffany Batura	\$132.78	10/14/2021
83130	John Sahr and Eliza Sutton	\$132.78	01/13/2022
83891	Julien Chavanton and Myriam Baillargeon	\$152.75	08/11/2022

Section 2. All monies from the cancelled checks will be remitted to the State of Washington pursuant to Chapter 63.29 RCW, the “Uniform Unclaimed Property Act,” when deemed abandoned under same.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1911



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 14, 2023

Originating Department Planning

Contact Person Phillip Hill, City Administrator

Title Resolution No. 23-1912/Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan

Legislative History

- First Presentation – August 10, 2023
- Second Presentation – September 14, 2023

Attachments:

1. Resolution No. 23-1912/Authorizing the Mayor to Sign an Agreement for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan.
2. Professional Services Agreement for Consultant Services with SCJ Alliance for the 2024 periodic update to the Comprehensive Plan
3. Fee and Schedule for Consultant Services with SCJ Alliance for the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan.
4. SCJ Alliance Statement of Qualifications

Executive Summary

Subsequent to Council’s approval on August 10, 2023, SCJ requested revisions to the indemnification clause and other minor corrections to the contract. The indemnification clause revisions to section 7 are reasonable and standard for this type of consultant contract.

In May 2023, City staff solicited for consultant Statement of Qualifications (SOQ’s) for the 2024 Periodic Update of the City of Lake Forest Park’s Comprehensive Plan. The selection committee comprised Planning Commission Chair Larson, Commissioner Alvarez, Councilmember Furutani, Director Bennett, and Administrator Hill. The group’s consensus was to recommend SCJ Alliance to the Mayor and Council for these services. City staff recommends contracting SCJ Alliance to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan. The total contract for the work is \$219,902.00, supported by the 2023-24 Adopted Budget, Planning Department Professional Services.

Background

Cities and counties fully planning under RCW 36.70A.040 must complete a periodic update for their entire comprehensive plan and development regulations, including those related to critical areas and natural resource lands. Periodic updates must be done every eight years; however, this is set to change to every 10 years after the current cycle. The map below shows when the next periodic updates are due in each Washington county.



Fiscal & Policy Implications

The City’s adopted budget includes the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan. The budget for this project is \$219,902.00 and is supported by the 2023-24 Adopted Budget, Planning Department Professional Services.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Authorize the Mayor to sign the agreement for consultant services with SCJ Alliance. 	<p>The consultant will work with the city to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan prior to the December 2024 deadline.</p>
<ul style="list-style-type: none"> Do not authorize the Mayor to sign the agreement for consultant services with SCJ Alliance. 	<p>The city will not contract with the consultant to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan prior to the December 2024 deadline.</p>

Staff Recommendation

Staff recommends approving Resolution No. 23-1912 authorizing the Mayor to sign an Agreement for Consultant Services with SCJ Alliance to complete the 2024 Periodic Update of the City of Lake Forest Park Comprehensive Plan prior to the December 2024 deadline.

RESOLUTION NO. 23-1912

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONSULTANT SERVICES WITH SCJ ALLIANCE FOR THE 2024 PERIODIC UPDATE OF THE CITY OF LAKE FOREST COMPREHENSIVE PLAN

WHEREAS, Cities and counties fully planning under RCW 36.70A.040 must complete a periodic update for their entire comprehensive plan and development regulations, including those related to critical areas and natural resource lands; and

WHEREAS, Periodic updates are required to be done every eight years; however, this is set to change to every 10 years after the current cycle; and

WHEREAS, City staff solicited for consultant Statement of Qualifications (SOQ's) for the 2024 Periodic Update of the City of Lake Forest Park's Comprehensive Plan; and

WHEREAS, a selection committee consisting of two Planning Commission Members, a Councilmember, the Planning Director, and the City Administrator recommended SCJ Alliance to assist in completing the periodic update for the City's Comprehensive Plan.

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign an agreement for consultant services, Attachment 1 incorporated herein, with SCJ Alliance for the 2024 Periodic Update of the City's Comprehensive Plan in substantially the same form as attached.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
SCJ Alliance for the 2024 periodic update of the Comprehensive Plan**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Shea, Carr & Jewell, Inc. ("**dba SCJ Alliance**") (the "Consultant"), a Washington corporation, dated this _____ day of _____, 2023.

Consultant Business: SCJ Alliance
Consultant Address: 1201 3rd Avenue, Suite 550, Seattle, WA 98101
Consultant Phone: 206-739-5454
Contact Name Cristina Haworth, Project Manager
Consultant e-mail: cristina.haworth@scjalliance.com

Federal Employee ID No.:

Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to complete a periodic update for the city’s comprehensive plan; and

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

WHEREAS, the City finds that SCJ Alliance is qualified and experienced in consulting on completing a periodic update to the city’s comprehensive plan.

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Periodic Update of the Comprehensive Plan (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

The project manager(s) of the Work shall be Christina Haworth. The project manager(s) shall not be replaced without the prior written consent of the City.

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

to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A described as Phase 1 through Phase 5, including all services and expenses, shall not exceed Two hundred nineteen thousand, nine hundred two dollars. (\$219,902.00) . Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants. Compensation for Work in Exhibit A identified as Additional Services and Future Work Phases is not included in this Agreement but may be negotiated by the parties in the future.

B. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityoffp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

7. Indemnification. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability arising out of bodily injury to persons or damage to property caused by or resulting

from the concurrent negligence of the Consultant and the City, its officers, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence, at least \$2,000,000 in the general aggregate, and \$2,000,000 products-completed operations aggregate limit.

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

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

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

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

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City

with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Phillip Hill, City Administrator

17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

SCJ Alliance
1201 3rd Avenue, Suite 550
Seattle, WA 98101
Attn: Cristina Haworth, Project Manager

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

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

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

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



Exhibit A Scope of Work Periodic Update of the Comprehensive Plan Lake Forest Park, WA

Prepared For: Steve Bennett, Planning Director, City of Lake Forest Park

Prepared By: Cristina Haworth, AICP, Project Manager

Date Prepared: August 1, 2023

Introduction:

Lake Forest Park is required to update its Comprehensive Plan by December 31, 2024, in accordance with the Growth Management Act (GMA). The Comprehensive Plan provides elected and appointed officials, city staff, residents, the business and development community, and other interested persons with a consistent, relevant plan for development. The Plan is based on a community vision, values, and priorities and guides the City’s decision-making and development patterns over the next 20 years.

SCJ Alliance has been selected to support the City in completing this project. Work is anticipated to include: creating detailed project work plans for project phases; reviewing and identifying gaps in the City’s existing planning and policy documents using the Washington Department of Commerce (DOC) and Puget Sound Regional Council (PSRC) checklists and resources; conduct robust and authentic community outreach and engagement efforts; work with City Council to define a clear direction and vision for the 2024 Comprehensive Plan; coordinate with multiple city departments, partner agencies, and other project partners; and complete the Comprehensive Plan and development regulations updates by the state-mandated deadline. The following Scope of Work details the specific tasks, deliverables, conditions, and assumptions for completing the project.

Phase 1 Project Management and Coordination

Task 1 Kickoff Meeting

SCJ will work with City staff to schedule and facilitate a kickoff meeting with primary staff to be involved in the project. The kickoff meeting will set expectations for the work, including reviewing the project scope and milestone schedule. We will also discuss communication protocols between team members on the client and consultant sides to make sure information is flowing in a controlled manner. SCJ will prepare a meeting agenda and materials, facilitate the meeting, and record meeting notes for distribution to attendees following the meeting. Final notes will be circulated if comments or edits are identified.

Task 2 Project Work Plan

Following the kickoff meeting, SCJ will finalize the project work plan. The project work plan includes the Scope of Work (this document and a record of changes) and schedule.

Task 3 Biweekly Check In Meetings

The SCJ and Lake Forest Park Project Managers will meet on a biweekly basis to review the project work plan, progress to date, and upcoming deliverables and deadlines. Meetings will last for 30 minutes and may be cancelled or rescheduled as necessary.

Task 4 Monthly Invoicing and Progress Reports

Invoices will be delivered electronically monthly and will be accompanied by a progress report (cover letter) summarizing work performed in each billing period.

Task 5 Interdepartmental Coordination Meetings

SCJ will attend up to three, two-hour interdepartmental coordination meetings that are scheduled, hosted, and facilitated by staff. Meetings will be held at the following three milestones:

- Comprehensive Plan Audit – Presentation of Findings
- Early Draft Plan – Presentation of Consolidated Draft
- Implementation Plan – Presentation of Initial Draft

Phase 1 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will determine attendees for the kickoff meeting. We anticipate the Mayor, City Administrator, Planning staff, Public Works Director, and a public information officer will be present; other departments may be represented as the discretion of the City.
3. The City's project manager will make themselves available for recurring, 30-minute biweekly meetings. We anticipate the occasional need to cancel or reschedule these meetings as mutually agreed to.

Phase 1 Deliverables

- Kickoff Meeting Agenda and Notes – Draft and Final
- Project Work Plan – Final
- Biweekly Check In Meeting Agendas and Notes
- Monthly Invoices and Progress Reports
- Interdepartmental Coordination Meeting Agendas and Notes

Phase 2 Community Engagement

Task 1 Public Participation Plan

SCJ will finalize a Public Participation Plan that documents the purpose, methods, schedule, and participants for public engagement throughout this project.

Task 2 Orientation Interviews

The SCJ team will meet with community representatives, collaborators, and other interested parties to understand key topics and issues that are important to the community. City staff will identify interviewees and manage interview scheduling logistics. We will conduct up to six one-hour meetings (individual interviews or small focus groups) over two days.

Task 3 Public Engagement Events

We will plan and execute up to three major events, including:

- Community Vision, Values, and Priorities Survey
- Housing, Land Use, and Infrastructure Workshop
- Presentation of Public Review Draft Plan

We will also plan for smaller, ad hoc engagement opportunities and prepare a mobile engagement kit or similar materials. Where possible, existing events (including, but not limited to, National Night Out, seasonal farmers markets, etc.) will be used as a primary method of public outreach and SCJ will prepare materials as part of the engagement kit to support outreach at these events.

Task 4 Project Website and Social Media

We will coordinate with Lake Forest Park's communications staff to support public engagement activities and project updates, providing initial website content and review of City-drafted social media posts. Initial website content will include a project overview narrative, up to three graphics, and recommendations for resources to be linked from the webpage.

Phase 2 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will determine orientation interviewees, and will extend invitations on SCJ's behalf.
3. City staff will participate in public engagement events where possible. One SCJ staff will lead, in person, the Housing, Land Use, and Infrastructure Workshop and the Public Review Draft Plan presentation event. City staff will lead outreach at existing community events, such as National Night Out, seasonal farmers markets, etc.
4. City staff will manage the advisory committee and update SCJ on committee efforts.

5. The survey will be hosted on a digital platform. If the City chooses to accept paper surveys, City staff will complete data entry into the digital platform.
6. City staff will prepare and manage a project website. SCJ will prepare initial content and up to three major refreshes.
7. City staff will operate social media related to this project. SCJ will provide messaging and materials as necessary to support social media posts.

Phase 2 Deliverables

- Public Participation Plan – Draft and Final
- 2015 Comprehensive Plan Implementation Report Card
- Orientation Interview Questions and Notes (up to 6 interviews)
- Community Vision, Values, and Priorities Survey – Draft and Final
- Major Public Engagement Event Materials – Draft and Final (up to 2 events)
- Minor Public Engagement Event Materials – Draft and Final
- Public Engagement Collateral (website content, flyers, cards, etc.)
- Public Engagement Summary Report – Draft and Final

Phase 3 Project Understanding

This phase of work will establish an understanding of the policy environment and update needs for the Comprehensive Plan.

Task 1 Demographics Report

SCJ will update the Comprehensive Plan’s demographic information by preparing a community profile with infographics using the US Census and American Community Survey information. This task also includes compiling GIS data from the City and other public sources for maps.

Task 2 Policy Framework

The SCJ team will review and analyze existing plans and other relevant planning documents and will compile this information into a single, cohesive reference document. This will be a living document, keeping track of emerging policy initiatives.

Task 3 Projections and Land Use Needs Analysis

The SCJ team will review existing land uses and compare them to population forecasts and policy guidance from King County and PSRC. We will prepare a report documenting findings and recommendations to comply with current policy requirements and recent legislation and achieve the type, mix, and scale of development desired by the community.

Task 4 GMA and PSRC Checklists

The SCJ team will complete the GMA and PSRC checklists and prepare a gap analysis/recommendations report summarizing required updates to the Comprehensive Plan and development regulations.

Phase 2 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will provide current copies of all relevant planning and policy documents in an electronic format (PDF preferred) for review by the SCJ team.
3. The City will provide any demographic information and GIS data available and relevant to this project.

Phase 2 Deliverables

- Demographics Report – Draft and Final
- GIS Geodatabase with Metadata (metadata only for new data created for this project)
- Project Basemap
- Policy Framework
- Population Projections and Land Use Needs Analysis Report – Draft and Final
- GMA Checklist
- PSRC Checklist
- Gap Analysis/Recommendations Summary Report

Phase 4 Comprehensive Plan Update

Task 1 Confirming the Vision

SCJ will review and refine Lake Forest Park's vision statement to reflect the community's aspirations, priorities, and values, based on results of community engagement. The community visioning survey (see Phase 2, Task 4 above) will confirm the vision as presently adopted and identify necessary refreshes to reflect the community as it exists today.

Task 2 Housing Needs Assessment

The SCJ team will prepare a housing needs assessment (HNA) addressing housing needs in the City based on the forecasted growth, existing housing stock and land use assumptions. The HNA will include a plan for accommodating the projected growth through 2044, including housing needs for people across all income levels. The housing needs assessment will focus on gaps in existing housing stock, types, and levels of affordability. The housing needs assessment will be performed by subconsultant Leland Consulting Group.

Task 3 *Plan Drafting and Regulations Recommendations*

The SCJ team will prepare draft updates to each element of the Comprehensive Plan as follows:

- **Introduction/Vision.** Review, update, and revise as necessary and incorporate existing plan documents. Incorporate the updated vision statement developed in Task 1 of this work phase.
- **Land Use Element.** Update as necessary, including the land use capacity analysis and growth projections to ensure relevance of existing policies and recommend new policies if gaps are identified. Review, update, and revise as necessary to address existing planning documents including Town Center and Southern Gateway planning documents and regulatory criteria.
- **Environmental Quality and Shorelines Element.** Review, update, and revise as necessary and address existing plan documents. Coordinate with Climate Action Committee to ensure consistency with the Climate Action Plan initiative.
- **Housing Element.** Update element to be consistent with the HNA, recently adopted legislation related to residential zoning and middle housing, any other new requirements from the Department of Commerce, and any other new requirements in King County's Countywide Planning Policies.
- **Economic Development.** Review, update, and revise as necessary and address existing plan documents including Town Center and Southern Gateway planning and regulatory documents.
- **Community Services & Public Safety Element.** Review, update and revise as necessary with input from Police Department.
- **Capital Facilities Element.** Review, update, and revise as necessary, with input from Public Works Department.
- **Parks, Trails, & Open Space Element.** Review, update, and revise as necessary, with input from Public Works staff and Parks and Recreation Advisory Board. Ensure continuity with Parks, Recreation, Open Space, and Trails (PROST) Plan and concurrent planning initiatives related to the Lakefront Park property.
- **Utilities Element.** Review current plans and recommend changes to ensure consistency with other plan elements while paying attention to potential growth and infrastructure needs. Consider potential utility investment and carrying capacity in the context of revised housing goals.
- **Transportation Element.** Review, update, and revise as necessary to be consistent with Safe Highway and Safe Streets planning initiatives and with input from Public Works Department staff.
- **Appendices.** Review, update, and revise as needed.

Updates will address deficiencies identified in the GMA and PSRC checklists and gap analysis and rely on updated technical studies, as appropriate. It is anticipated that most elements will require only smaller, strategic updates for legislative and policy compliance and alignment with

other City plans. Larger updates are expected in the Land Use and Housing elements and infrastructure-related goals and policies in the Capital Facilities, Utilities, and Transportation elements. The plan will conform to the GMA, PSRC, and King County’s Countywide Planning Policies.

Where appropriate, the SCJ team will coordinate proactively with PSRC to streamline future certification.

The SCJ team will prepare an internal review draft of each element, delivered as a text-only Word file for Track Changes review. Following incorporation of City review comments, SCJ will compile updated elements into a public review draft of the Comprehensive Plan.

Task 4 Planning Commission Working Meetings

The SCJ team will attend up to two in-person and up to four additional virtual Planning Commission meetings to work through updates to the Comprehensive Plan elements. Meetings will occur approximately monthly and will provide approximately two opportunities for Planning Commission to review and discuss each updated element. Meetings will be hosted by the City. The structure for review will be:

- Review of gaps and update needs on a topic-by-topic basis
- Discussion of methodology or proposed updates on a topic-by-topic basis
- Review of updated draft element on a topic-by-topic basis

Meetings will typically include a review of material previously discussed followed by introduction of new material. The City will transmit materials to Planning Commissioners in advance for active and participatory discussion at each working meeting.

Task 5 Implementation

SCJ will create an implementation strategy for the Comprehensive Plan, including near-term, mid-term, and long-term actions. Close coordination with various City departments is necessary to support this task.

Task 6 SEPA Review

SCJ will prepare a SEPA checklist evaluating the environmental impacts of the recommended updates. The City will lead environmental review and issuance of a threshold determination.

Task 7 Final Comprehensive Plan

Following public and environmental (SEPA) review, SCJ will prepare a final Comprehensive Plan for the adoption and certification process. The final plan will be provided as a PDF and its native files, including an InDesign package with all linked documents and graphic elements.

Task 8 Development Regulations Amendment Recommendations

SCJ will review development and critical areas regulations and draft a technical memorandum addressing recommended and required changes necessary to be consistent with updated Comprehensive Plan policies, Department of Ecology requirements and Department of Commerce guidance. The memo will identify immediate needs and updates that can be addressed at a future date.

Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. Internal review drafts for each element will be reviewed by City staff. This scope includes preparation of the internal review drafts and one round of edits/revisions to address questions, comments, and redlines.
3. Drafting the comprehensive plan includes two touches for each element by Planning Commission, up to a total of six Planning Commission meetings. Two meetings will be held in person and four meetings will be held virtually.
4. The public review draft will be updated up to twice to address SEPA review comments, public comments, and any feedback from staff and elected and appointed officials.
5. A Determination of Nonsignificance referencing the Town Center and Southern Gateway EISs is anticipated for this project. An EIS for the Comprehensive Plan Update is not included in this scope of work.
6. City staff is responsible for issuing the SEPA Checklist and Threshold Determination.
7. City staff is responsible for submitting the draft plan to the Department of Commerce
8. Updates to the development regulations are not included in this scope of work. If desired, we can complete code updates on a time and materials basis authorized through a contract amendment.

Deliverables

- Vision Statement – Draft and Final
- Housing Needs Assessment – Draft and Final
- Land Use, Housing, and Infrastructure Workshop
- Draft Comprehensive Plan Elements – Internal Review Draft (text only Word file) and Public Review Draft (PDF)
- Implementation Strategy – Internal Review Draft and Public Review Draft
- SEPA Checklist – Draft and Final
- Final Comprehensive Plan
- Development Regulations Amendment Recommendations Technical Memorandum – Draft and Final

Phase 5 Adoption and Certification Process

Task 1 Planning Commission

SCJ will support the Planning Commission in making a recommendation on the Comprehensive Plan by attending up to two additional meetings to review the final draft.

Phase 5 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will lead the City Council review and adoption process.
3. The City is responsible for filing for final certification by Department of Commerce and PSRC.

Phase 5 Deliverables

- Planning Commission Meeting Materials (up to 2 meetings)

Additional Services and Future Work Phases

SCJ can provide additional services in support of this project, subject to additional funding and upon written agreement between SCJ and the City of Lake Forest Park. Additional services can include but are not limited to:

A. Additional Public Engagement

Management of an Advisory Committee can enhance the process by providing a venue for consultation with residents, business owners, developers, peer agencies, or others with an interest in the process or outcome. SCJ can assist the City in setting up an Advisory Committee, reviewing the City's proposed committee membership and role to ensure alignment with the engagement program, and supporting committee logistics, agendas, meeting facilitation, and meeting summaries.

Estimated Fee: \$6,000-\$10,000, depending on meeting frequency

One survey and two other major engagement events are included in the base scope of work (see Phase 2, Task 4 above). SCJ can plan and execute additional major or minor public engagement events at the direction of City staff. The scope and cost for additional public engagement will be negotiated if further outreach is requested.

Estimated Fee: \$3,500-\$5,000 per additional major event

B. Additional SEPA Review Support

Preparation of a SEPA Checklist is included in the base scope of work (see Phase 4, Task 5 above). At the City's direction, SCJ can prepare a draft environmental Determination, including an Environmental Impact Statement and/or mitigation conditions and actions if a Determination of Significance is likely. The scope and cost of additional environmental review will be negotiated upon completion of the SEPA Checklist, at the request of the City of Lake Forest Park.

Estimated Fee: to be determined upon completion of the SEPA Checklist.

C. City Council Adoption and Certification Support

SCJ can support the City Council review and adoption process and certification by the Puget Sound Regional Council (PSRC) and Department of Commerce (DOC). We will prepare materials for and attend up to four City Council meetings and coordinate with PSRC and DOC to obtain certification.

Estimated Fee: \$8,000

Additional Services and Future Work Phases Conditions and Assumptions

1. The scope and fee for any additional services will be negotiated between SCJ and the City of Lake Forest Park upon request for such services. The fee estimates included here are for informational purposes only and may change, depending on the negotiated scope.
2. Additional conditions and assumptions may be included with the scope of work for any requested additional services.

Lake Forest Park Comprehensive Plan Update

Scope of Work – Leland Consulting Group

Date July 25, 2023
To Cristina Haworth, William Grimes, SCJ Alliance
From David Fiske, Leland Consulting Group

In support of the Lake Forest Park Comprehensive Plan Update, Leland Consulting Group (LCG) will perform the following tasks. These tasks will correspond with SCJ Alliance’s prime agreement scope of work, and the attached budget represents the portion of the project’s overall budget that will be allocated to LCG for these tasks.

Overview

The scope of work is organized into the following tasks:

- Task 1 – Project Initiation and Management
- Task 2 – Housing Needs Assessment (HNA)
- Task 3 – Economic development & market analysis
- Task 4 – Strategy development & Comprehensive Plan Element draft
- Task 5 – Comprehensive Plan Adoption
- Budget

Assumptions

- LCG will primarily attend meetings virtually but may attend up to four (4) in-person meetings when face-to-face communication is deemed most beneficial. In-person meetings will be described in subsequent tasks and billed to the relevant task budget. In-person meetings should be scheduled at least two weeks in advance.
- The budget assumes 4-8 stakeholder interview meetings, conducted virtually or in-person, depending on other scheduling needs. City staff will assist in identifying and connecting LCG with key stakeholders.
- David Fiske will be the project manager for LCG; Andrew Oliver will be the Housing & Economic Development Analyst; and other LCG staff will provide support as necessary based on project needs.

1. Project Initiation and Management

LCG will participate in the following tasks at the outset of the project, and maintain regular communications with the project team throughout the duration of the project.

- (1.1) Participate in the project kick-off meeting with Planning Commission.
- (1.2) Participate in regular team and client check-in meetings throughout the course of the project – Relevant meetings are assumed as part of the subsequent task budgets.
- (1.3) Participate in the visioning process, as needed, particularly related to housing and economic development goals for Lake Forest Park. This task assumes one in-person visit to participate in a Land Use, Housing and Infrastructure Workshop.
- (1.4) Support data collection and GIS, as needed, with specific efforts to ensure that TAZ-level data is provided that is “clean” and without error for use in subsequent project steps.

2. **Housing Needs Assessment (HNA)**

LCG will conduct a Housing Needs Assessment (HNA) that closely follows the guidance provided by the Washington State Department of Commerce and supports the adoption of a Comprehensive Plan Housing Element that meets the criteria set in the most recent legislative amendments to Washington’s Growth Management Act (GMA), while incorporating the specific needs of Lake Forest Park. This task assumes at least one in-person meeting to present findings and recommendations of the HNA to the Planning Commission.

This task will be guided by the following research questions:

1. What are the most pressing housing needs in Lake Forest Park for each segment of the population (based on income, ability/disability, family size/type, etc.)?
2. What housing types can best accommodate Lake Forest Park residents in all stages of life – from first-time homebuyers/renters to new families to downsizing seniors?
3. What gaps exist in the current housing supply of Lake Forest Park in terms of type and affordability, and how can the City address them?
4. What longstanding or new barriers to affordable or diverse residential development exist in Lake Forest Park?
5. What code updates, policies, sources of funding, and other tools can be utilized to meet the needs of all economic segments of the Lake Forest Park community, and to satisfy the requirements of the Washington GMA?

This task will include the following tasks:

- (2.1) Community profile – Analyze population, household, and workforce characteristics, with documentation of projections and growth targets set by the King County Countywide Planning Policies.
- (2.2) Housing supply profile – Collect data on type, size, cost, age and tenure of housing in the city, including characteristics of rental properties.
- (2.3) Housing needs – Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.
- (2.4) Regulatory review – Review and evaluate current housing element and other policies, including an evaluation of success in attaining planned housing types and units. Review relevant development regulations and permitting processes related to housing development to determine necessary actions to satisfy the State legislative requirements of both HB 1110 (middle housing) and HB 1337 (ADUs), including the potential for alternative compliance paths of HB 1110.
- (2.5) Land capacity – Determine sufficient land and zoning capacity to provide for housing needs at all income brackets to meet the legislative requirements of HB 1220 to show sufficient land capacity to meet the housing needs of moderate, low, very low, and extremely low-income households, as well as capacity for permanent supportive housing and emergency housing and shelters, and the removal of barriers to the “adequate provision” of housing.

Deliverables:

- Housing Needs Assessment (HNA) draft and final report
- Presentations and related materials to present the HNA to City staff, Planning Commission, and City Council, as needed.

3. Economic Development & Market Analysis

LCG will create a high-level economic and market analysis that profiles Lake Forest Park’s existing workforce, major employers, commute patterns, and recent commercial development trends in relation to the regional market.

This task will include:

- (3.1) A summary of the local economy and its strengths and weaknesses
- (3.2) An assessment of employment growth in Lake Forest Park, and documentation and support for accommodating job growth targets set by the King County Countywide Planning Policies.
- (3.3) Identification of policies and programs to foster local economic growth that meet the goals set throughout the Comprehensive Planning process, including financial tools and funding strategies to meet the infrastructure and service needs of residents, and to assess the fiscal impacts of land use decisions on revenue and budget.

Deliverables:

- Economic Development & Market Analysis memorandum

4. Strategy development & Comprehensive Plan Element drafts

LCG will support in recommendations and implementation strategy development in relation to both the Housing and Economic Development Elements of the Comprehensive Plan, and ensure the GMA checklists related to housing and economic development are fulfilled.

This task will include:

- (4.1) Incorporating findings from both the Housing Needs Assessment and Economic Development & Market Analysis into both elements.
- (4.2) Include policies and analysis to ensure both elements meet the requirements of HB 1220, HB 1110, HB 1337, and other recent legislation.

5. Comprehensive Plan Adoption Support

LCG will support SCJ and City staff in the adoption process and attend a meetings virtually to present draft elements and recommendations to Planning Commission or City Council, as needed.

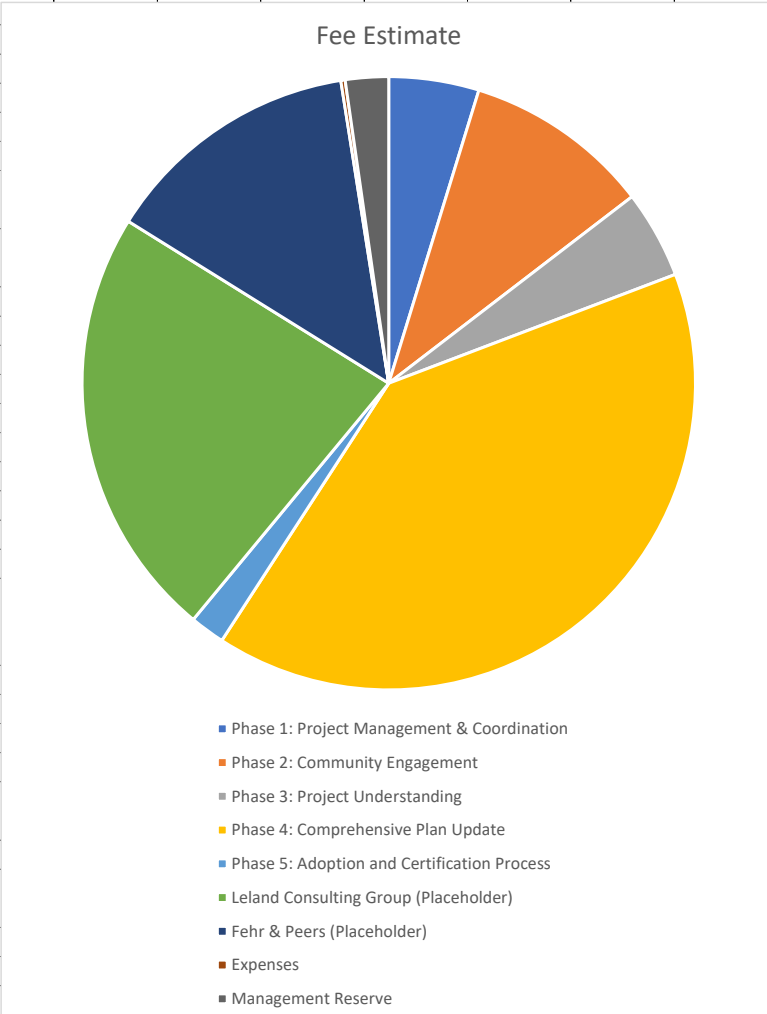
Deliverables:

- Presentation and related materials to support the adoption process.

Budget

Task	Hours	Expenses	Budget
1. Project Initiation & Management	23	\$1,000 (Travel, in-person)	\$4,820
2. Housing Needs Assessment (HNA)	120	\$2,000 (Travel, in-person)	\$21,935
3. Economic Development Analysis	50		\$8,500
4. Strategy & Plan Development	75		\$12,725
5. Adoption Support	14		\$2,280
Total			\$50,260

	Bill Grimes	Cristina Haworth	Mike Manning	Chelsea Lee	Alicia Ayars	David Wright	Whitney Holm	Scott Rivas	Sharese Graham	Jay Cordovado										
	PIC	Project Manager	Planner	Planning Technician	Senior Planner (Climate)	Senior Planner (Viz)	Engineer (Cap. Facil.)	Engineer (Utilities)	SEPA Specialist	Graphics Design										
	\$237	\$195	\$116	\$115	\$215	\$170	\$250	\$250	\$247	\$120										
Phase 1: Project Management & Coordination	2	44	12	0	0	0	0	0	0	0	\$ 10,446									
Task 1: Kickoff Meeting	1	2	0	0	0	0	0	0	0	0										
Task 1: Project Work Plan	1	4	0	0	0	0	0	0	0	0										
Task 3: Biweekly Check In Meetings	0	24	12	0	0	0	0	0	0	0										
Task 4: Monthly Invoicing and Progress Reports	0	8	0	0	0	0	0	0	0	0										
Task 5: Interdepartmental Coordination Meetings	0	6	0	0	0	0	0	0	0	0										
Phase 2: Community Engagement	0	52	0	38	0	8	0	0	0	48	\$ 21,630									
Task 1: Public Participation Plan	0	4	0	2	0	0	0	0	0	4										
Task 2: Orientation Interviews	0	16	0	16	0	0	0	0	0	0										
Task 3: Public Engagement Events	0	24	0	20	0	8	0	0	0	20										
Task 4: Project Website and Social Media	0	8	0	0	0	0	0	0	0	24										
Phase 3: Project Understanding	0	12	36	32	0	0	0	0	0	0	\$ 10,196									
Task 1: Demographics Report	0	4	0	20	0	0	0	0	0	0										
Task 2: Policy Framework	0	4	20	8	0	0	0	0	0	0										
Task 3: Projections and Land Use Needs Analysis <i>Prepared by Leland Consulting Group</i>	0	0	0	0	0	0	0	0	0	0										
Task 4: GMA and PSRC Checklists	0	4	16	4	0	0	0	0	0	0										
Phase 4: Comprehensive Plan Update	10	116	168	90	14	18	18	18	24	100	\$ 87,826									
Task 1: Confirming the Vision	0	4	8	8	0	0	0	0	0	0										
Task 2: Housing Needs Assessment <i>Prepared by Leland Consulting Group</i>	0	0	0	0	0	0	0	0	0	0										
Task 3: Plan Drafting	4	40	100	54	8	16	8	8	8	20										
Task 4: Planning Commission Working Meetings	0	24	0	0	0	0	0	0	0	0										
Task 5: Implementation	4	20	16	0	2	0	6	6	0	0										
Task 6: SEPA Review	0	8	8	20	2	0	2	2	16	0										
Task 7: Final Comprehensive Plan	2	16	20	8	2	2	2	2	0	80										
Task 8: Development Regulations Amendment Recommendations	0	4	16	0	0	0	0	0	0	0										
Phase 5: Adoption and Certification Process	0	16	4	4	0	0	0	0	0	0	\$ 4,044									
Task 1: Planning Commission	0	16	4	4	0	0	0	0	0	0										
Total Hours by Staff	12	240	220	164	14	26	18	18	24	148										
Leland Consulting Group (Placeholder)											\$ 50,260									
Fehr & Peers (Placeholder)											\$ 30,000									
Labor Subtotal											\$ 134,142									
Expenses											\$ 500									
Management Reserve											\$ 5,000									
TOTAL											\$ 219,902									



		2023						2024													
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		
Project Management & Coordination																					
	Kickoff Meeting		●																		
	Biweekly Check-In Meetings	←----->																			
	Interdepartmental Coordination Meetings				●		●	●													
Community Engagement																					
	Public Participation Plan		●																		
	Orientation Interviews		●																		
	Community Vision, Values, and Priorities Survey			■																	
	Major Outreach Events					●						●									
	Website, Social Media, and Minor Outreach Events	←----->																			
	Planning Commission Working Meetings	●		●	●	●	●	●	●												
Project Understanding																					
	Demographics Report		■																		
	Policy Framework		■																		
	Projections and Land Use Needs Analysis		■																		
	GMA and PSRC Checklists		■																		
Comprehensive Plan Update																					
	Community Vision		■																		
	Housing Needs Assessment		■																		
	Comprehensive Plan & Implementation Strategy					<i>draft</i>						<i>final</i>									
	PSRC Check Ins					●	●														
	SEPA Scoping & Environmental Review (assumes DNS)									■											
	Regulations Recommendations																	■			
Final Certification Process																					
	Planning Commission Recommendation Meetings										●	●									
	City Council & Certification Processes (by LFP Staff)																		■		



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	September 14, 2023
Originating Department	Administration
Contact Person	Phillip Hill, City Administrator
Title	Resolution No. 1914/Authorizing the Mayor to sign the Second Amendment to the Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program

Legislative History

- First Presentation August 10, 2023
- Second Presentation September 14, 2023

Attachments:

1. Resolution Number 23-1914
2. Second Amendment to the Interlocal Cooperation Agreement

Executive Summary

The purpose of this agenda bill is to provide the City Council with an opportunity to consider the second amendment to the Interlocal Cooperation Agreement (“ICA”) Regarding the Community Development Block Grant (CDBG) Program Between the City of Lake Forest Park and King County. King County personnel have explained that the US. Department of Housing and Urban Development (HUD) did not accept the content of the first amendment that Council approved last month. HUD’s attorney’s have approved this second amendment, which revises section one of the 2014 Interlocal Cooperation Agreement Regarding Community Development Block Grant Program between the City and King County (ICA). King County has informed the City that the second amendment is required prior to September 28, 2023, in order to maintain federal funding.

Background

- CDBG is federal funding that HUD sends to the King County Consortium for capital projects and human services programs in the County.

- The City Council approved the 2015-2017 Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Program in August 2014.
- The ICA has renewed for 3-year terms since then.
- On July 21, 2023, King County notified the City, along with 28 other local jurisdictions, that HUD is requiring an amendment to the ICA to include language related to fair housing and civil rights obligations.
- King County explained that the City must sign the first amendment by August 21, 2023, to keep King County and the King County Consortium in HUD compliance for 2024-2026.
- King County later explained that the City must sign the second amendment by September 28, 2023, in order to keep the HUD compliance.

In August 2014, the City of Lake Forest Park entered into an interlocal cooperation agreement (pursuant to RCW Ch. 39.34) with King County to allow the City of Lake Forest Park to apply through King County for federal Community Development Block Grant (“CDBG”) funding for public infrastructure and park projects that serve moderate to low-income neighborhoods. In addition, the interlocal consortium provides community members and non-profits options to apply for home repair grants or loans, support homelessness, and human service funding, among others.

Fiscal & Policy Implications

King County has been notified by HUD that since King County is responsible to the federal government for all activities undertaken with CDBG funds and is responsible for all certifications and reporting to HUD that all agreements for CDBG funds must have language incorporating fair housing and civil rights obligations or the King County Consortium will lose HUD funding. The proposed second amendment restates existing ICA Section 1 with the addition of such language.

King County has stated that If the amendment is not approved, King County’s status as an “Urban County” would be void and HUD funds will not be available to the City of Lake Forest Park and potentially the entire King County Consortium in 2024-2026.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve the Resolution 	The City will continue to be eligible to apply and receive funding through the CDBG
<ul style="list-style-type: none"> • Not Approve the Resolution 	The City will not be eligible for CDBG funding.

Staff Recommendation

Approve Resolution Number 23-1915 authorizing the Mayor to sign the Second Amendment to the Interlocal Cooperation Agreement with King County for the CDBG Program.

RESOLUTION NO. 23-1914

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH KING COUNTY REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, in 2014, the City entered into an Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program (“Agreement”); and

WHEREAS, on August 14, 2023, the City signed a first amendment to the Interlocal Cooperation Agreement with King County regarding the Community Development Block Grant Program (“Agreement”); and

WHEREAS, under the Agreement and pursuant to the Housing and Community Development Act of 1974, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to the U.S. State Department of Housing and Urban Development (“HUD”) under the Annual Action Plan are met; and

WHEREAS, the Notice CPD-23-02, issued by HUD to King County on April 10, 2023, set forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026. It requires all existing urban counties to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations; and

WHEREAS, the purpose of the Second Amendment to the Agreement is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington, approves and authorizes the Mayor to sign the second amendment to the interlocal cooperation agreement with King County regarding the Community Development Block Grant Program in substantially the same format as in Attached A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of

scrivener's/clerical errors, references, resolution numbering, section/subsection numbers, and any references thereto.

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

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

**AMENDMENT NO. 2 TO THE INTERLOCAL COOPERATION AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF LAKE FOREST PARK AND KING COUNTY**

This Second Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Lake Forest Park and King County (“Amendment No. 2” or the “Second Amendment”) is made by and between the City of Lake Forest Park (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On August 14, 2014, pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”), subsequently amended by that certain First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “First Amendment”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.

- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations and the First Amendment contained certain material omissions in incorporating such required language.
- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this Second Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
- 2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, and assure the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), at 24 CFR 5.151 and 5.152. The City and County shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the

14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and all other applicable laws.”

3. The First Amendment is hereby null and void.
4. Except as specifically provided for in this Second Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
5. Any capitalized terms not defined in this Second Amendment shall have the meanings given them in the Agreement.
6. This Second Amendment shall be effective as of the date it has been executed by both Parties.
7. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

City of Lake Forest Park

King County

Name: Jeff Johnson

For King County Executive

Date: September 14, 2023

Title: Mayor

By: Simon Foster
Title: Division Director
Housing and Community Development
Department of Community and Human
Services

Attest: _____
Name: Matt McLean
Title: City Clerk

Approved as to Form:

Approved as to Form:

Kim Adams Pratt, City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney

**FIRST AMENDMENT TO THE JOINT INTERLOCAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF LAKE FOREST PARK AND KING COUNTY**

This First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Lake Forest Park and King County (the “First Amendment”) is made by and between the City of Lake Forest Park (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On 8/15/2014, pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.

- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations.
- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this First Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall (i) take all actions necessary to assure compliance with the County’s certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, (ii) assure that all CDBG grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and (iii) affirmatively furthering fair housing as defined and in accordance with 24 CFR 5.151 and 5.152 and the implementing regulations at 24 CFR part 8, 24 CFR part 35 and 24 CFR part 146.”

3. Except as specifically provided for in this First Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
4. Any capitalized terms not defined in this First Amendment shall have the meanings given them in the Agreement.

5. This First Amendment shall be effective as of the date it has been executed by both Parties.
6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

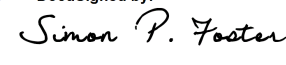
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment to the Agreement as of the date set forth below their signatures.

City of Lake Forest Park

King County

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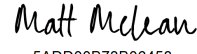
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Name: Jeff Johnson

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For King County Executive

Date:


By: Simon P. Foster
Title: Division Director
Housing, Homelessness and Community
Development
Department of Community and Human
Services


Title: Mayor

DocuSigned by:

8/14/2023
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Attest: Name: Matt McClean
Title: City Clerk

Approved as to Form:

Approved as to Form:

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8/13/2023
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Kim Adams Pratt, City Attorney

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8/18/2023
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Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 14, 2023

Originating Department Public Works

Contact Person Andrew Silvia, Senior Project Manager

Title Resolution 23-1913/Authorizing the Mayor to sign Amendment No. 1 to professional services agreement AG 23-023 with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support

Legislative History

- First Presentation September 14, 2023

Attachments:

1. Resolution 23-1913/Authorizing the Mayor to sign Amendment No. 1 to professional services agreement AG 23-023 with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support.
2. Amendment No. 1 to Professional Services Agreement AG 23-023 with Aspect Consulting, LLC
3. AG 23-023 Agreement with Aspect Consulting

Executive Summary

The Department of Public Works (DPW) recommends an amendment of the professional services agreement AG 23-023 with Aspect Consulting, LLC to provide additional National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Program Support services. A grant from the WA Department of Ecology would provide funding to support the cost of this amendment.

Background

The Lake Forest Park City Council awarded contract AG 23-023 to Aspect Consulting, LLC (“Consultant”) in May 2023. Under this contract, the Consultant performs and supports a variety of Permit-driven work. The contract continues an ongoing shift in DPW’s resourcing strategy for this work from a staff-based to a contractor-based approach. Since the contract was executed, the Washington Department of Ecology announced that a non-competitive “capacity grant” of \$130,000.00 will be

available to all NPDES Western Washington Phase II Municipal Stormwater Permit (Permit) permittees. The eligible use of these grant funds is restricted to costs permittees incur in their efforts to comply with the Permit. DPW seeks to utilize a portion of this new funding to complete work associated with the Permit’s “Public Education and Outreach” and “Source Control for Existing Development” requirements. This includes efforts to implement and document a behavior change program in partnership with local businesses focused on proper solid waste containment and management and educational support to business owners regulated under the City’s new Source Control stormwater pollution prevention program. The latter effort leverages funding the City has received from the King County Local Hazardous Waste Management Program to purchase spill kits used to contain pollutant spills. The proposed amendment would authorize the Consultant to distribute these spill kits to Source-Control-program-regulated business owners and offer instruction regarding proper use.

Fiscal & Policy Implications

Authorization of Amendment No. 1 to the existing contract would increase the contract price by \$38,492.00. Funding to fully support this contract amendment will be provided by the Washington Department of Ecology capacity grant.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt Resolution 	<p>The City will amend its contract with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support to provide the additional support described herein.</p>
<ul style="list-style-type: none"> • No Action 	<p>The City will not amend its contract with Aspect Consulting, LLC for NPDES Municipal Stormwater Program Support. DPW will be required to identify an alternate resource for completing the work described herein.</p>

Staff Recommendation

Review the proposed contract amendment with Aspect Consulting, LLC. for NPDES Municipal Stormwater Program Support and provide staff with questions or feedback.

RESOLUTION NO. 23-1913

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT AG 23-023 WITH ASPECT CONSULTING, INC. FOR NPDES MUNICIPAL STORMWATER PROGRAM SUPPORT.

WHEREAS, the Department of Public Works (DPW) is responsible for ensuring the City’s compliance with the Western Washington Phase II Municipal Stormwater Permit (Permit) and has contracted with Aspect Consulting, LLC (Consultant) to support its efforts to comply with several Permit requirements; and

WHEREAS, DPW seeks to further a shift in its resourcing strategy for Permit compliance work from a staff-based approach to a contractor-based approach and provide enhanced support for business owners in their efforts to comply with the City’s new Permit-driven Source Control program; and

WHEREAS, DPW staff sought a proposed scope of services and fee proposal from the Consultant to provide additional support for its Education and Outreach-related Permit compliance work and provide additional support to business owners as part of the Consultant’s existing Source Control program support work and found the Consultant’s proposed response to this request to be appropriately defined and priced; and

WHEREAS, funding for this contract amendment will be provided by a capacity grant from the WA Department of Ecology;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the attached Amendment No. 1 to professional services agreement AG 23-023 with Aspect Consulting, Inc. for NPDES Municipal Stormwater Program Support in substantially the same form as provided herein.

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 ___ th day of _____, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1913

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Aspect Consulting, LLC
Dated May 22, 2023

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and Aspect Consulting, LLC, AG 23-023 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Addendum 1".
2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ~~two hundred, eighty-five thousand dollars (\$285,000)~~ **three hundred, twenty-three thousand, four hundred, ninety-two dollars (\$323,492.00)**, amending as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

ASPECT CONSULTING, LLC

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT A - ADDENDUM 1

City of Lake Forest Park
NPDES Municipal Stormwater Program Support

**Addendum 1 to
Scope of Work**
Aspect Consulting LLC
August 25, 2023

Introduction

This addendum is for Aspect Consulting, LLC (Aspect) to further support the City of Lake Forest Park (City) Department of Public Works (DPW) under the existing Professional Services Agreement. The work is to support the City's implementation of its Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology (Ecology).

This addendum addresses two additional activities:

1. Task 2 add-on: Spill Kits for Source Control Businesses.
2. New Task 7: Dumpster Outreach Program for Commercial Businesses.

Task 2. Source Control

Added onto this task is a spill kit program for businesses receiving source control inspections.

1. Coordination
 - Work with the City to coordinate the pickup of spill kits from City facilities and restocking as necessary.
2. Spill kit education
 - Offer spill kit to businesses during source control inspections, even if business already has one.
 - Up to 50 spill kits to be given to business on the source control inventory.
 - Provide basic spill cleanup education:
 - Show and explain the spill kit contents
 - Demonstrate how to use spill kit with a "spill" of water in the parking lot.
 - Fill out a Spill Plan with the business that is based on an existing 1-page template that Aspect uses with other Cities' spill kit programs.
3. Document completed work
 - Record activities, including the date, if a spill kit given/accepted, photograph of completed spill plan, and inspector notes on the general spill risk and preparedness by the business.
 - Write brief description of completed spill kit program activities for permit annual report.

Task 2 New Deliverables

- Record spill kit program activities in existing source control inspection tracking spreadsheet.
- Photographs of completed spill plans after filling them out with the businesses.

Scope of Work, Addendum 1

- One-page description of completed spill kit program activities with list of businesses to whom spill kits were given.

Task 2 Assumptions

- The City will provide spill kits at City Hall for inspector pickup in batches as needed. Pickup times for spill kits will be mutually agreed times with the City.
 - The City is currently using [PIG Spill Pack from New Pig](#).
- Education for business on how to use spill kits will be based on the [one-page instructions from New Pig](#) (available in English and Spanish).

Task 7. Dumpster Outreach Program

Task 7 is a new task and is an outreach program for dumpster use at commercial businesses. The program is part of the City's Stormwater Management Program Plan and is intended to address the Behavior Change minimum performance measure of the Permit (section S5.C.2.a.ii). The approach uses the Shut The Lid campaign developed by the [Dumpster Outreach Group](#) (DOG) and their 2021 Pilot of the Regional Dumpster Social Marketing Campaign.

The Dumpster Outreach Program will be implemented at up to 12 businesses identified by the City at two general locations that have shared dumpster use. The proposed approach has the following four main elements for community-based social marketing:

1. Prepare for program
 - Coordinate with City to identify parameters of program and list of businesses and campaign materials (stickers, signs).
2. Visit the target businesses three times in 2023.
 - First and third visits to assess dumpster conditions, meet with businesses, apply stickers and/or signs, and fill out the Dumpster Use Questionnaire with the business.
 - Second visit is for screening done just by the inspector to document dumpster conditions.
3. Develop a questionnaire for businesses about their dumpster use.
 - Questionnaire will be based on the questionnaire from the DOG Pilot program but customized for City-specific information.
 - The questionnaire will be filled out with participating businesses twice: during the first visit and the last visit of the program.
4. Document and report findings.
 - Record dumpster outreach program activities in existing source control inspection tracking spreadsheet.
 - Record answers to questionnaires in digital format.
 - Tabulate and graph results to show findings related to dumpster closure and attitudes.
 - Prepare a brief memorandum for the permit annual report that summarizes the activities and accomplishments of the Dumpster Outreach Program.
 - A draft memorandum will be prepared for City review and then finalized based on City comments prior to the annual report deadline of March 31, 2024.

Task 7 Deliverables

- Digital record of the questionnaire answers.
- Dumpster outreach tracking spreadsheet with the businesses listed

Scope of Work, Addendum 1

- Log of dumpster conditions from all three visits.
- Draft and final memorandum of Dumpster Outreach Program accomplishments and findings.

Task 7 Assumptions

- Marketing materials will be provided by the City, including stickers and signs from the *Shut The Lid* campaign
- The City will provide a list of 12 businesses for the program. The list will include the business name, address, and other contact information as available and may include more than 12 businesses to have backups.
- It is assumed that dumpster outreach visits will occur as stand-alone visits and not combined with other types of visits or inspections at businesses.
- The memorandum is scoped to be up to 6 pages.

Schedule

The schedule for the spill kit addition to Task 2 is the same as the Task 2 schedule in the original scope.

The schedule for Task 7 (new) for the Dumpster Outreach Program is planned to be as follows. Implementation as described above is dependent on receiving notice to proceed by October 23.

7. Dumpster Outreach Program Schedule	
September 1	Scope finalized
October 23	Notice to proceed
1 st visit	week of October 23
2 nd visit	week of November 27
3 rd visit	week of December 18
Reporting	December 2023 and January 2024

Budget

The budget for this addendum is \$38,492. See budget table below.

Scope of Work

Budget Table

	Associate \$253-271	Staff 3 \$161-173	Staff 1 \$137-147	Editor \$140-150	LABOR	EXPENSES	TOTAL
Task 2. Source Control Program	20	38	38	1	\$17,127		\$17,127
Task 7 Dumpster Outreach Program	42		70	2	\$21,136	\$229	\$21,365
TOTAL	62	38	108	3	\$38,263	\$229	\$38,492

Notes:

- Expenses include mileage to be billed at federal mileage rate (currently at \$0.655).

Schedule of Charges



SCHEDULE OF CHARGES

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
Principals and Associates	
Principal 2	\$ 305
Principal 1	289
Sr. Associate	267
Associate	253
Senior, Project, and Staff Professionals	
Senior 3	253
Senior 2	238
Senior 1	222
Project 3	204
Project 2	189
Project 1	176
Staff 3	161
Staff 2	148
Staff 1	137

TECHNICAL AND PROJECT SUPPORT	Hourly Rate
Field Operations	
Technician 2	\$ 122
Technician 1	112
Design, CAD, and Graphics	
Engineering Designer	176
Sr. CAD	157
CAD	138
Sr. Graphic Designer	128
Graphic Designer	119
Technology	
Sr. Software Developer	250
Software Developer	219
Technical Editing and Project Coordination	
Sr. Technical Editor	140
Coordinator 3 / Technical Editor	128
Coordinator 2	120
Coordinator 1	111

OTHER CHARGES	
Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%
Legal Testimony	\$500 per hour

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Scope of Work, Addendum 1

Disclaimer

This scope and associated level of effort budget is provided to the City of Lake Forest Park, Washington (Client) in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities. This scope and budget apply only to the services described above for the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect Consulting. This estimate does not represent a legal opinion or a formal proposal of work. No other warranty, expressed or implied, is made.

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: NPDES Municipal Stormwater Program Support**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Aspect Consulting, LLC** (the "Consultant"), is dated this 22nd day of May 2023.

Consultant Business: Aspect Consulting, LLC
Consultant Address: 350 Madison Avenue North
Bainbridge Island, WA 98110
Consultant Phone: 206-328-7443
Consultant Fax: n/a
Contact Name James Packman (Associate Hydrologist)
Consultant e-mail: jpacman@aspectconsulting.com
Federal Employee ID No.: 91-2149055
Authorized City Representative for Andrew Silvia
this contract:

WHEREAS, the Department of Public Works (DPW) is responsible for ensuring the City’s compliance with the Western Washington Phase II Municipal Stormwater Permit (Permit), and determined in 2022 that contracted support services are necessary to address new Permit requirements including Source Control for Existing Development and to support other existing Permit compliance work; and

WHEREAS, DPW published a Request for Qualifications on March 1, 2023 for the above-named contract to provide the needed support services, and received three statements of qualifications (SOQ) from qualified consultants in response; and

WHEREAS, DPW staff evaluated the SOQs submitted and conducted interviews with all three consultants, and found the Consultant to be the most qualified to perform the requested services; and

WHEREAS, DPW staff subsequently negotiated this agreement with the Consultant;

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the NPDES Municipal Stormwater Program Support project (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

The project manager(s) of the Work shall be James Packman. The project manager(s) shall not be replaced without the prior written consent of the City.

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

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred, eighty-five thousand dollars (\$285,000.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

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

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, ap@cityofffp.gov, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

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

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

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

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

8. Insurance.

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

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

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

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

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

Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Notices.**

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

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

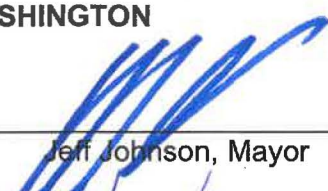

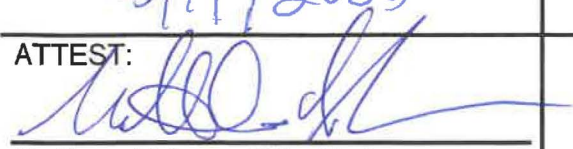
B. Notices to the Consultant shall be sent to the following address:

Aspect Consulting, LLC
Attn: James Packman
350 Madison Avenue North
Bainbridge Island, WA 98110

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

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

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

	CONSULTANT
CITY OF LAKE FOREST PARK WASHINGTON	ASPECT CONSULTING, LLC
By:  Jeff Johnson, Mayor	By: 
Date: 5/11/2023	Typed/Printed Name: James J. Packman, PMP
	Its Associate Hydrologist
	Date: 5/22/2023
ATTEST: 	
Matthew McLean, City Clerk	
Date: 5/11/2023	

APPROVED AS TO FORM:



Kim Adams Pratt, City Attorney

Date: 5/15/2023

EXHIBIT A
SCOPE OF WORK

Section 9, Item A.

EXHIBIT B
CONTRACT PRICE INFORMATION

Section 9, Item A.

**City of Lake Forest Park
NPDES Municipal Stormwater Program Support**

**Scope of Work
Aspect Consulting LLC
April 20, 2023**

Introduction

Aspect Consulting, LLC (Aspect) has developed this Scope of Work for the City of Lake Forest Park (City) Department of Public Works (DPW) to provide consulting services in support of the City's Municipal Stormwater Program. The work follows requirements in the Western Washington Phase II Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology (Ecology).¹

The scope of work addresses six tasks for which Aspect will provide support to the City Department of Public Works (DPW):

1. Project Management
2. Source Control for Existing Development
3. Illicit Discharge Detection and Elimination (IDDE)
4. Operations and Maintenance
5. MS4 Mapping and Documentation
6. Miscellaneous Program Planning and Implementation

Task 1. Project Management

Task 1 is for project management, which will include regular project status meetings, scheduling work, implementing and overseeing work, and monthly progress reports with invoices.

- Project status and coordination meetings monthly through 2023, and then every two months in 2024 (12 meetings total).
 - Includes scheduling and minutes
- Develop schedule to complete contract work
- Monitor and control execution of work to ensure performance aligns with established schedule, budget, and scope of work
- Perform quality assurance and quality control (QA/QC) review of work product(s)
- Prepare monthly progress reports and invoices
- Create Sharepoint site hosted by Aspect for documentation and sharing resources with the City

Task 1 Deliverables

- Minutes from regular monthly and bi-monthly meetings with City (12 meetings)
- Monthly progress reports and invoices (19 months)
- QA/QC documentation if requested by City, scope to be determined

¹ National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit. Scope elements address much of Permit Section 55.C. for the City's Stormwater Management Program (SWMP).

Task 1 Assumptions

- The schedule is scoped for June 1, 2023 through December 31, 2024.
- Regular meetings will be scheduled via meeting polls.

Task 2. Source Control

Task 2 includes preparing for and implementing the Source Control program. All scope elements of this task are funded for the entire contract period through December 2024. The following scope items are known and included in the budget.

- Program Preparation
 - Forms and Letters
 - Review existing inspection introduction letter
 - Create inspection forms for initial and follow-up inspections
 - Create inspection report template
 - Procedures
 - Create inspections tracking spreadsheet database
 - Prepare a short standard operating procedures (SOP) document (based on memorandum *Source Control Inspection Program Resourcing Recommendations*, Parametrix, July 2022).
- Inspections
 - Perform site inspections in accordance with Permit requirements for Source Control.
 - Equal to 20 percent of sites per existing inventory of 125 sites.
 - Target for inspections: 50 total = 25 during 2023 + 25 during 2024.
 - Will include initial inspection and follow-up inspections as needed to confirm appropriate correction of noted pollution control issues.
- Technical Assistance
 - Provide technical advice during site visits.
 - Prepare information for best management practices (BMPs) provided in inspection reports.
 - Respond to requests for technical assistance information from businesses included in program.
- Recordkeeping and Documentation
 - Document inspection results and track progress in a spreadsheet database.
 - Keep track of updated business/site contact information as learned during program implementation.
- Enforcement Support
 - Provide limited code enforcement support, which may include drafting Notices of Violation and other correspondence with alleged violators, attending hearings, negotiating compliance agreements, and related support.
- Inventory Update
 - During 2024, update the source control site. The timing of the update will be planned with the City during 2024.
 - The inventory update to be based on site inspection history as information is available, and with desktop review of business/site status and business licensing information.

Task 2 Deliverables

- Comments on inspection introduction letter
- Inspection-related deliverables:
 - Template documents for post-inspection letter and inspection report
 - Inspection tracking spreadsheet database
 - Draft and final correspondence and inspection reports with inventoried site owners or operators
 - Inspections progress tracking information per Permit requirements documentation
 - Enforcement support, including draft and final NOVs, and draft and final compliance agreements
- Updated source control site inventory (Excel file)
- Memorandum describing inventory update procedure and results

Task 2 Assumptions

- The inspection procedures SOP will be up to approximately 8 pages.
- The approach for the source control program is intended to be simple to meet Permit requirements without use of specialty software or field equipment.
- Inspection introduction letters will be printed and mailed to entire inventory.
- Post-inspection reports and letters and other correspondence will be emailed after collecting/confirming site contact information during inspection.
- Consistent with guidance in the Permit, an “inspection” will be counted for all site visits, including initial, follow-up, and screening (includes turn-aways).
- The City will provide an updated list of business license records during the planning to update the site inventory.
- Code enforcement support is limited to approximately three enforcement actions per year.

Task 3. IDDE

Task 3 is for supporting the City’s IDDE program. All scope items of this task are funded for the entire contract period through December 2024. The following scope items are known and included in the budget.

- Work with DPW staff to develop a user-friendly standard operating procedure (SOP) for improved spill response and reporting with a flow chart as a guide.
- Perform limited field investigation of up to 6 reported spills events as requested by DPW staff.
- Document IDDE incidents for reporting data in Ecology-specified format (per Permit Appendix 12).
- Perform primary field screening of 12 percent of MS4 for illicit discharges in accordance with the City’s adopted screening procedure (2020 ICID Manual) and Permit requirements
 - The target number of outfall structures for screening is 12 per year based on previous screening analysis information provided by the City.
 - The screening will focus on common pollutant issues in urban stormwater systems with a general assessment of potential illicit discharges. Information collected at each site will include:
 - *In-situ* water quality measurement (includes pH, dissolved oxygen (DO), temperature, turbidity, specific conductance, and oxidation-reduction potential).

- Recorded observations of structure/site condition (with screening notes on deposits/stains/sheens, erosion, structure integrity, vegetation, trash/debris, odors, and water color).
- Perform secondary sampling/source tracing as appropriate per outfall screening results.
 - Source tracing to be done at an assumed 6 structures/locations per year.
 - The choice of source tracing locations will be decided in discussion with the City.
 - Source tracing will include the same field observations as outfall screening plus up to 6 water samples.
 - Water samples are planned to be analyzed for key indicator parameters, including fecal coliform bacteria, ammonia, oil and grease, and fluoride.
- Prepare annual report summary of IDDE program activities, including GIS maps of yearly spill response activities.
- Provide limited IDDE code enforcement support to DPW including drafting Notices of Violation (NOVs) and other correspondence with alleged violators, attending hearings, negotiating compliance agreements, and related support.

Task 3 Deliverables

- SOP for Spill Response and Reporting
- Spill investigation reports
- Field sheets and sample results for outfall screening and source tracing
- Annual spill investigation summary memorandum with an IDDE GIS map and an IDDE incident data file in Ecology-approved format
- Code enforcement support documents including draft NOVs, letters, and compliance agreements

Task 3 Assumptions

- Spill response assumptions:
 - Up to 6 spill investigations per year or up to the budget assigned for this task.
 - Aspect will respond to up to approximately 6 spill investigation requests by the City during business hours to support the City with spill investigations.
 - Response time for investigations will be as soon as possible and may range from same day to several days later depending on staff availability.
- Outfall screening and source tracing assumptions:
 - Includes screening at up to 12 outfalls or other drainage structures/locations.
 - Includes limited source tracing follow-up based on outfall screening results at up to 6 structures/locations.
 - Field work will be done from the ground surface; no confined space entry or work from heights with fall hazards will be performed.
 - Samples: up to 12 water samples total for outfall screening; up to 6 samples total for source tracing samples.
- The IDDE incident tracking will be via a simple approach with an online shared spreadsheet form for consultant and City use in documenting reported spills.
- This task does not include emergency spill response or cleanup or monitoring the City's spill hotline.

Task 4. Operations and Maintenance

Task 4 is for operations and maintenance program support. Work on this task is funded for selected activities planned for 2023, and additional tasks and deliverables are noted that require additional funding to be implemented.

The following scope items are known and included in the budget.

- Review and provide recommendations for updating and consolidating materials for vendor procurement and contract documents. Existing contract documents will be reviewed, including vendor contracts for:
 - Stormwater System Cleaning
 - Drainage Catch Basin Inspection and Data Collection
 - Drainage System Repair and Maintenance
 - Drainage facility inspections
- Limited coordination with GIS for spatial data needs for O&M infrastructure updates (e.g., vendor field data).

Task 4 Deliverables

- Table or short memorandum from review of vendor procurement and contract documents with recommendations for updating and consolidating.

Task 4 Items Not Budgeted At This Time

- Develop updated and consolidated version of procurement and contract documents for O&M work to be performed by contracted vendors and consultants
- Support to DPW with managing vendor contracts for catch basin/facility inspection and maintenance
- Review bids received per established responsiveness and responsibility criteria, develop bid tabulations and award recommendations
- Review contracted deliverables, other work products, and invoices for consistency with contract requirements. Develop comment resolution log and track resolution progress with vendor.
- Work with DPW staff to create a user-friendly portable SOP for documenting DPW's practices, policies, and procedures for reducing impacts from stormwater runoff on City land.
 - Assist DPW in fabricating/reproducing the finished SOP for DPW crew member field use.

Deliverables on hold awaiting further funding:

- Draft and final contract procurement documents, e.g. Invitations to Bid, RFP/Q
- Bid tabulations
- Written recommendations to award contracts
- Comment log for documentation and resolution of vendor deliverable deficiencies
- SOP documentation resource for City O&M policies, practices, and procedures

Task 4 Assumptions

- O&M support work will reference the *King County Surface Water Design Manual* and the *King County Stormwater Pollution Prevention Manual*, which were adopted by the City for stormwater planning and engineering.

Task 5. MS4 Mapping and Documentation

Task 5 is for Mapping and Documentation support for the municipal separate storm sewer system (MS4). Work on this task is funded for selected tasks planned for 2023, and additional tasks and deliverables are noted that require additional funding to be implemented.

- Assist DPW in updating MS4 GIS mapping standards and policies as needed

Task 5 Deliverables

- Short memorandum with recommended updates to GIS mapping standards and GIS policies, including an annotated Policy & Feature Class Definitions spreadsheet

Task 5 Items Not Budgeted At This Time

- Perform field investigation to resolve MS4 mapping uncertainties
 - Field investigations may require engaging a vendor or specialist
- Update DPW’s MS4 geodatabase per new/legacy site development plans, field investigation results, and other resources

Deliverables on hold awaiting further funding:

- Updated MS4 GIS files (e.g. geodatabase) and static (e.g. PDF) maps

Task 5 Assumptions

- Two meetings will be scheduled with City to get available data, talk through GIS data work flow, and discuss needs for improvement.
- Some initial mapping and data discovery is included in the Source Control and IDDE tasks that will help this task’s effort.
- The City will provide updated working copies of existing GIS data and access to online resources as required, e.g., ArcGIS Online.

Task 6. Miscellaneous Program Planning and Implementation

Task 6 is for miscellaneous program planning and implementation support. The following scope items are known and included in the budget. Work on this task is funded for selected tasks, and additional tasks and deliverables are noted that require additional funding to be implemented.

Stormwater Management Plan (SWMP)

- Track SWMP implementation progress with assigned resources.
- Prepare an annual update to the City’s SWMP documents, *Stormwater Management Program Plan*, for submission to Ecology as part of the annual report.
- Conduct one annual 4-hour workshop in 2023 with DPW and other City staff as appropriate to share SWMP updates for the year ahead and plan for annual report assignments.

Annual Report

- Lead and coordinate the preparation of the Permit annual report for 2023.
- Assign DPW staff and consultant team members to collect and prepare information needed for annual report.
- Prepare annual report document, provide QA of content, and provide completed annual report materials to the City for upload and submission to Ecology by March 31, 2024.

Task 6 Deliverables

- One 4-hour SWMP workshop in 2023 with City staff
- Spreadsheet table for tracking SMPW actions
- Draft and final annual SWMP Plan (Word file)
- Draft and final annual report file (as Excel spreadsheet with action summaries attached)

Task 6 Items Not Budgeted At This Time

Stormwater Management Plan (SWMP)

- Annual 4-hour workshop in 2024 for SWMP updates and annual report planning.

Municipal Code Updates

- Develop municipal code gap analyses as needed to ensure alignment of city codes with Permit requirements.
- Assist DPW in implementing municipal code updates if needed including drafting proposed municipal code language, preparing SEPA checklists, and attending public meetings.

SMAP Implementation

- Assist DPW in implementing its forthcoming Stormwater Management Action Plan (SMAP). Assistance may include, but is not limited to, procurement and contracting support for actions to be implemented via contract, e.g. capital projects.
- Assist DPW as needed in planning to comply with anticipated future Permit requirements including, but not limited to, tree retention, street sweeping, and stormwater controls for priority developed areas.

Deliverables on hold awaiting further funding:

- Draft and final municipal code revisions (MS Word file) and associated SEPA checklists
- Memoranda documenting results of planning workshops, municipal code review, or other work associated with this task
- SMAP implementation planning deliverables to be determined.

Task 6 Assumptions

- The City PM will identify City staff who will be responsible for answers to selected annual report questions.
- Aspect will assemble the information for the annual report and provide it to the City in a timely manner prior to March 31, 2024 in a format compatible for upload by the City to the [Ecology Permit and Reporting Information System](#).
- The City’s responsibilities under this task include the following:
 - Submittal of the Annual Report and other required documents to Ecology in a timely manner
 - Ensuring the SWMP work is implemented
 - Overall NPDES Permit compliance as the permittee

Schedule

The approximate schedule for the work is provided below. A detailed schedule will be prepared as part of Task 1.

1. Project Management	
June 1 – July 15, 2023	City Project Manager on family leave
June – December 2023	Monthly project status meetings
January – December 2024	Every other month project status meetings
June 2023 – December 2024	Monthly progress reports and invoices
2. Source Control for Existing Development	
June – August 2023	Prepare inspection resources
September 2023 – December 2024	Target: 50 inspections with technical assistance and recordkeeping
Schedule to be determine in 2024	Source Control site inventory update
June 2023 – December 2024	Source control code enforcement support as needed
3. Illicit Discharge Detection & Elimination	
June – September 2023	Prepare Spill Response SOP and incident documentation resources
October 2023 – December 2024	Spill field investigation, documentation, and reporting
October 2023 - December 2024	Outfall screening
June 2023 - December 2024	IDDE code enforcement support as needed
4. Operations & Maintenance	
July – September 2023	Review vendor procurement and contracting documents
October - November 2023	Prepare recommendations for updating and consolidating vendor procurement and contracting documents
November - December 2023	Internal coordination with GIS regarding O&M spatial data needs
5 . MS4 Mapping and Documentation	
June – September 2023	Meet with DPW staff to review GIS mapping standards and policies
October - December 2023	Prepare memorandum with recommended updates and notes on existing spreadsheet with existing policies
6. Miscellaneous SWMP Planning and Implementation	
June – August 2023	Prepare tracking spreadsheets for SWMP implementation and Annual Report assignments
September – October 2023	Prepare and convene workshop with DPW staff
November – December 2023	Update of SWMP for 2024; gather annual report information
January – March 2024	Prepare Annual Report

Budget

The scope of work was prepared to meet the City’s available budget for this program for consultant support through December 2024, which is \$285,000 total.

The scope items listed above that are not included in the budget can be expanded and negotiated later in the contract as those items are discussed and prioritized with the City.

Disclaimer

This scope and associated level of effort budget is provided to the City of Lake Forest Park, Washington (Client) in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities. This scope and budget apply only to the services described above for the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect Consulting. This estimate does not represent a legal opinion or a formal proposal of work. No other warranty, expressed or implied, is made.

Budget Table

	Principal Knutson \$305-327	Sr. Associate Wittman \$267-286	Associate Packman, Berkompas, Rice \$253-271	Senior Pruneda \$238-255	Project Hite, Guyton, Longmire \$176-189	Staff 3 Rockwell \$161-173	Staff 1 Velasquez \$137-147	Editor Koogler \$140-150	Coordinator Olason, Duval \$120-129	LABOR	EXPENSES	TOTAL
Task 1. Project Management	4	5.75	72.5		5.75	2			7.75	\$24,211		\$24,211
Task 2. Source Control Program		5	173		14.5	175	177	4		\$103,988	\$848	\$104,836
Task 3 IDDE		2	106		288		112	4	8	\$97,902	\$4,179	\$102,081
Task 4 O&M	2	2	25	6	8					\$10,305		\$10,305
Task 5 MS4 Mapping and Documentation		16	6		20			3		\$9,730		\$9,730
Task 6 Miscellaneous Support	4	6	98		26			6		\$33,838		\$33,838
TOTAL	10	36.75	480.5	6	362.25	177	289	17	15.75	\$279,974	\$5,027	\$285,000

Notes:

- Mileage included at current (2023) federal reimbursement rate of \$0.655.
- Expenses include:
 - Water samples analyzed by an Ecology-certified laboratory. 12+6=18 total at \$300 per sample
 - Water quality sonde daily rental at \$75 per day
 - \$500 in consumable costs for IDDE field work (including high-power flashlights, ice for samples, and equipment for sampling and probing)

EXHIBIT B to Professional Services Agreement

Schedule of Charges



SCHEDULE OF CHARGES

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
<i>Principals and Associates</i>	
Principal 2	\$ 305
Principal 1	289
Sr. Associate	267
Associate	253
<i>Senior, Project, and Staff Professionals</i>	
Senior 3	253
Senior 2	238
Senior 1	222
Project 3	204
Project 2	189
Project 1	176
Staff 3	161
Staff 2	148
Staff 1	137
TECHNICAL AND PROJECT SUPPORT	
<i>Field Operations</i>	
Technician 2	\$ 122
Technician 1	112
<i>Design, CAD, and Graphics</i>	
Engineering Designer	176
Sr. CAD	157
CAD	138
Sr. Graphic Designer	128
Graphic Designer	119
<i>Technology</i>	
Sr. Software Developer	250
Software Developer	219
<i>Technical Editing and Project Coordination</i>	
Sr. Technical Editor	140
Coordinator 3 / Technical Editor	128
Coordinator 2	120
Coordinator 1	111
OTHER CHARGES	
Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%
Legal Testimony	\$500 per hour

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

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CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 14, 2023

Originating Department Public Works Department

Contact Person Jeff Perrigo, Public Works Director

Title Resolution No. 23-1915/Amending the 2023 User Fees related to the Tree Permits and Retaining Walls

Legislative History

- First Presentation September 14, 2023, Regular Meeting

Attachments:

1. Resolution 23-1915
2. 2023 User Fee Schedule with Markups
3. Current User Fee Schedule

Executive Summary

Since the 2023 User Fee Schedule became effective in January, the City has made amendments to the Tree Code related to Tree Permits in right-of-way corridors and added a new section to the code related to retaining walls. The user fees need to be amended to reflect those changes to the code.

Background

The City reviews the User Fee Schedule annually during biennial or mid-biennial budget proceedings and requests input from all departments. This year, the municipal code was amended to cover tree permits in the rights-of-way and a new section related to retaining walls resulting in the addition of two new applications. Since there are costs associated with those permits, it is appropriate that the user fees be amended to account for those costs.

Below are the amendments under Land Use related tree permits in the right-of-way corridor:

NEW: Right-of-way Corridor Project Tree Permit (Ch.16.14) - \$72.50 per tree (plus consultant review costs and arborists review costs)

Below are the amendments to the Building Fees related to Retaining Walls:

NEW: Retaining Wall Permit (Ch.12.50) – Based on the Building Permit Fee Table (plus consultant review costs and staff review costs)

Fiscal & Policy Implications

Permits and fees are required to accommodate the new city policies. Financial impact will be cost neutral.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt the amended user fee schedule with current updates 	User fees will be amended for 2023, and full cost recovery will be achieved
<ul style="list-style-type: none"> • Do not increase any fees 	Will not achieve full cost recovery, and alternate measures may need to be taken for financial stability.

Staff Recommendation

Adopt Resolution 23-1915 Amending the 2023 User Fee Schedule

RESOLUTION NO. 23-1915

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE 2023 USER FEES FOR PERMITS AND SERVICES

WHEREAS, the City Council of the City of Lake Forest Park has determined that establishing fees for various services, applications, and permits by resolution allows for the centralization of such fees and charges; and

WHEREAS, the City Council has determined that certain fees need to be amended from time to time in order to stay current; and

WHEREAS, fees need to be added for new permits recently added to Chapter 16.14 and Chapter 12.50 of the Lake Forest Park Municipal Code.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park approves the fee schedule in substantially the same format as attached in Exhibit A, which shall remain in effect until revised by future Council action.

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.

Section 3. EFFECTIVE DATE. This fee schedule in this Resolution shall go into effect on September 14, 2023.

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

2023 User Fee Schedule

	Fees
Licensing & Permits	
Adult Cabaret License Application	\$ 1,500
Adult Cabaret Manager License	250
Adult Cabaret Entertainer License	200
Business License, Calendar Year (Non-refundable)	
Business located in the City	40
Business located outside of the City	80
Coin operated Amusement Devices	60
Initiative Filing	250
Referendum Filing	250
(to be refunded if the ordinance is overturned)	
Open House Sign Removal Fee	25
Outdoor Promotion Permit	50
Secondhand Dealer Permit	70
Solicitor Permit	100
Services	
Returned Payment Fee	40
Fingerprinting	20
False Alarm Fines	
1st offense	52
2nd offense	103
Notary services (per notarial certificate)	10
Personal Floatation Device Fine	25-50
Pet License Fees	
Altered	30
Unaltered	60
Juvenile Pet	15
Senior Citizen	15
Replacement tag	5
Transfer Fee	3
Service Animal	0
Passport Fees	
City Processing Fee	35
City Photo Fee	20
Photocopies, Records / Reports	
Accident Reports (non-participants)	10
Certified Copies	10
Photocopy of paper records, or printed copies of electronic records (per page)	0.15
Electronic copy of scanned paper records (per page)	0.15
Duplication of <i>Audio Recording</i>	10
Audio/Video Disc	10
Sending of electronic files	0.10/GB
Copies requiring outside copy services	At Cost
Body worn camera recordings/footage	0.60/minute of staff review
Credit Card Transaction Fee ¹ - whichever is greater	1.95 or 2.95%

2023 User Fee Schedule

Fees

¹The credit card transaction fee is charged for payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.

Technology Surcharge - A technology surcharge will be added to all fees. 10%

Municipal Court

Municipal Court fees are set by the Court based on the actual costs incurred, subject to a maximum set by State statute. The Municipal Court may adjust the court fees from time to time to correlate to actual costs incurred and/or changes in State law concerning the maximum fee that may be charged.

Sanitary Sewer

Copy of Sewer Comp. Plan	
Color	125
Black and White	45
Sewer Availability	100
Onsite Wastewater License Application Fee	25
Sewer Connection	
Single Family	5,034
Multi-Family	
Each Additional Unit	
5/8" x 3/4" Meters	5,034
3/4" x 3/4" Meters	7,551
1" Meters	12,584
1 1/2" Meters	25,169
2" Meters	40,270
3" Meters	80,541
4" Meters	125,845
Sewer Permit (2 inspections)	300
Sanitary Sewer Grinder Pump Review	300
Additional Inspection	100
Lien Filing and Removal Fee	185
Credit Card Transaction Fee - A credit card transaction fee will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.	3%

Development Review Technology Surcharge - A technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees. 10%

Sewer Monthly Service

Residential	72.88
Sewer Excise Tax	20.77
Commercial / Multi-Family Residential (per ccf)	10.78
Credit Card Transaction Fee ¹	3.95

¹The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.

Streets

2023 User Fee Schedule

	Fees
Street Excavation (2 inspections)	200
Additional Inspection	100
Street and Alley Vacation Fee	500
Right-of-Way Permit	250
(may be waived by City Council)	

Telecommunications Right-of-Way (ROW) Rental Fee

Master Use Permit Application Fee	2,500
Master Use Permit Renewal Fee	2,500
Lease Application Fee	2,500
Lease Renewal Fee	2,500
City Property-Minimum Monthly Rent	825
Credit Card Transaction Fee - A credit card transaction fee will be added to all right-of-way and street excavation permit and inspection fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all right-of-way and street excavation permit and inspection fees.	10%

Land Use

For land use, development, and surface water and drainage plan reviews and applications that exceed the scope of the established fees, the applicant will be responsible for reimbursement of the actual costs of specialty consultant or staff review. For land use, development, and surface water and drainage plan applications for City projects the application fee is \$0.

Administrative Appeal	500
(refunded if appeal is sustained and the administrative decision is overturned)	
Administrative Variance	500
Copy of Comprehensive Plan	80
Comprehensive Plan Amendment	3,000
No extra charge for Rezone	
Conditional Use Application	2,500
Land Clearing/Grading/Excavation/ Filing	
Major	300
Minor	85
Tree Permits	72.50
Right of Way Corridor Project Permit (\$72.50 per tree plus consultant review costs and arborists review costs)	
Arborist Review - Based on Actual Cost (per hour)	95.00
Land Use Public Notice & Signage (per notice)	250
Boundary Line Adjustment	2,000
Property Profile, Pre-application meetings, special requests (per hour), minimum 0.5	100
Rezone Application	3,000
No extra charge for Comp. Plan Amend.	
SEPA / Regulatory Review	
Checklist	750
EIS administration/supervision/preparation	5,000
Critical Area Work Permit	
Major	550
Minor	85
Tree-related	125
Critical Area and Tree Reasonable Use Exception (plus review consultant costs)	4,000

2023 User Fee Schedule

	Fees
Public Agency and Utility Exception (plus review consultant costs)	3,500
Copy of Shoreline Master Plan	15
Shoreline Substantial Development Permit	3,500
Shoreline Conditional Use Permit	3,500
Shoreline Variance	3,500
Shoreline Exemption	500
Shortplat Application	4,000 flat fee
Subdivision	12,000 + 300 per lot
Variance	2,500
Wireless Communication Facility Permit (not requiring conditional use)	2,000
Zoning/Land Use Code Text Amendment	3,500
Town Center Design Review	
Major (plus all notice, review consultant, hearing examiner costs)	4,000
Minor (plus review consultant costs)	2,000
Commercial site development permit	
Type I Review (Hearing Examiner)	3,500
Type III Review (Code Administrator)	2,000
Credit Card Technology Fee - A credit card technology fee will be added to all land use permit fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all land use permit fees.	10%

Building Fees

Building Fees for standard home and utility/garage are based on the International Code Council, Building Valuation Table.

Standard Home	150.87/sq. ft
Custom Home (a home designed for a particular lot)	185/sq. ft
Utility/Garage	60.43/sq. ft

Corridor Retaining Wall is based on the Building Permit Fee Table at www.cityofflp.gov/222/Fee-Schedule (plus consultant review costs and staff review costs)

Mechanical Permit Fees

Base Permit Fee	150
Furance	30
A/C or Heat Pump	30
Gas Hot Water Heater Installation/vent / expansion tank	30
Gas Log Fireplace Insert	30
Gas Piping - up to 10 outlets	30
Gas piping - each additional outlet	5
Gas range - piping hookup	30
Residential hood >400 CFM	30
Commercial hood: Class 1 hood	30
Dryer exhaust duct	30
Vent/duct Installation, relocation, or replacement vent	30
New/removal/replacement of ducting	30
Installation, relocation of boiler or absorption system	30
Installation, relocation of compressor or absorption system	30
Appliance or equipment regulated by IMC	30
Plan Review (hourly)	125

2023 User Fee Schedule

	Fees
Additional Inspections (hourly)	125
Plumbing Permit Fees	
Permit Base Fee	150
Sinks	30
Toilets	30
Showers	30
Tubs	30
Washing machine	30
Hot Tub/Spa	30
Other Plumbing fixtures on one trap	30
Electric Water Heater Installation/vent/expansion	30
Hot /Cold rough-in addition or alteration	30
Waste & vent rough-in addition or alteration	30
Water service line	30
Lawn sprinkler on any one meter (backflow device)	30
Each addition or alteration of drainage	30
Waste (sewage ejector pump)	30
Grease Trap	30
Backflow protective device	30
Heat pump	30
Hydronic heating (loop vent system)	30
Additional Inspections (hourly)	125
Commerical Projects Plan Review (required - hourly)	125
Grease Interceptor Plan Review (required - hourly)	125
Credit Card Transaction Fee - A credit card transaction fee will be added to all building, mechanical, and plumbing permit fees paid by credit card.	3%
Development Review Technology Surcharge -A technology surcharge will be added to all building, mechanical, and plumbing permit fees.	10%
Surface Water and Drainage Plan Review Fees	
Single Family Building Permit	
Requiring Engineering Plan	600
Without Engineering Plan	300
Multi-family site development	per 1,000 sq. ft of impervious surface 300
Commercial site development	per 1,000 sq. ft of impervious surface 300
Land Use Permits*	
Subdivisions / Shortplats (per lot)	500
Reasonable use exemptions (per lot)	500
Conditional Use Permit (per lot)	500
Variances (per lot)	500
* These would be preliminary review fees, where additional drainage review fees may be applied for future development or to other permit applications necessary for development.	
Surface Water Utility Assessments	
Single Family Residential	246.24

2023 User Fee Schedule

Class	% Impervious Surface	Fees
Very Light	0%-10%	246.24
Light	11%-20%	591.86
Medium	21%-45%	1,190.32
Medium High	46%-65%	2,298.52
High	66%-85%	2,914.15
Very High	86%-100%	3,817.17

Facility Fees

Lake/Forest Room		
Evening Use (6 p.m. - 10 p.m.)		50
Emergency Operations Center (EOC) Room		
Evening Use (6 p.m. - 10 p.m.)		50
Council Chambers		
Evening Use (6 p.m. - 10 p.m.)	50 per hour +	50
	setup/cleanup fee	

The fee for use of the Lake/Forest Room or Emergency Operations Center by other governmental organizations and non-profit organizations may be waived or negotiated.

Special Events

Non-profit (501c3 organizations, neighborhood block parties, etc.)		
1-30 Participants		No Permit Required
31-250 Participants		No Charge/ Permit Required

2023 User Fee Schedule

	Fees
Licensing & Permits	
Adult Cabaret License Application	\$ 1,500
Adult Cabaret Manager License	250
Adult Cabaret Entertainer License	200
Business License, Calendar Year (Non-refundable)	
Business located in the City	40
Business located outside of the City	80
Coin operated Amusement Devices	60
Initiative Filing	250
Referendum Filing	250
(to be refunded if the ordinance is overturned)	
Open House Sign Removal Fee	25
Outdoor Promotion Permit	50
Secondhand Dealer Permit	70
Solicitor Permit	100
Services	
Returned Payment Fee	40
Fingerprinting	20
False Alarm Fines	
1st offense	52
2nd offense	103
Notary services (per notarial certificate)	10
Personal Floatation Device Fine	25-50
Pet License Fees	
Altered	30
Unaltered	60
Juvenile Pet	15
Senior Citizen	15
Replacement tag	5
Transfer Fee	3
Service Animal	0
Passport Fees	
City Processing Fee	35
City Photo Fee	20
Photocopies, Records / Reports	
Accident Reports (non-participants)	10
Certified Copies	10
Photocopy of paper records, or printed copies of electronic records (per page)	0.15
Electronic copy of scanned paper records (per page)	0.15
Duplication of <i>Audio Recording</i>	10
Audio/Video Disc	10
Sending of electronic files	0.10/GB
Copies requiring outside copy services	At Cost
Body worn camera recordings/footage	0.60/minute of staff review
Credit Card Transaction Fee ¹ - whichever is greater	1.95 or 2.95%
¹ The credit card transaction fee is charged for payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.	
Technology Surcharge - A technology surcharge will be added to all fees.	10%

2023 User Fee Schedule

Fees

Municipal Court

Municipal Court fees are set by the Court based on the actual costs incurred, subject to a maximum set by State statute. The Municipal Court may adjust the court fees from time to time to correlate to actual costs incurred and/or changes in State law concerning the maximum fee that may be charged.

Sanitary Sewer

Copy of Sewer Comp. Plan	
Color	125
Black and White	45
Sewer Availability	100
Onsite Wastewater License Application Fee	25
Sewer Connection	
Single Family	5,034
Multi-Family	
Each Additional Unit	
5/8" x 3/4" Meters	5,034
3/4" x 3/4" Meters	7,551
1" Meters	12,584
1 1/2" Meters	25,169
2" Meters	40,270
3" Meters	80,541
4" Meters	125,845
Sewer Permit (2 inspections)	300
Sanitary Sewer Grinder Pump Review	300
Additional Inspection	100
Lien Filing and Removal Fee	185
Credit Card Transaction Fee - A credit card transaction fee will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees.	10%

Sewer Monthly Service

Residential	72.88
Sewer Excise Tax	20.77
Commercial / Multi-Family Residential (per ccf)	10.78
Credit Card Transaction Fee ¹	3.95

¹The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.

Streets

Street Excavation (2 inspections)	200
Additional Inspection	100
Street and Alley Vacation Fee	500
Right-of-Way Permit	250
(may be waived by City Council)	

Telecommunications Right-of-Way (ROW) Rental Fee

Master Use Permit Application Fee	2,500
Master Use Permit Renewal Fee	2,500
Lease Application Fee	2,500
Lease Renewal Fee	2,500
City Property-Minimum Monthly Rent	825

2023 User Fee Schedule

	Fees
Credit Card Transaction Fee - A credit card transaction fee will be added to all right-of-way and street excavation permit and inspection fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all right-of-way and street excavation permit and inspection fees.	10%
Land Use	
For land use, development, and surface water and drainage plan reviews and applications that exceed the scope of the established fees, the applicant will be responsible for reimbursement of the actual costs of specialty consultant or staff review. For land use, development, and surface water and drainage plan applications for City projects the application fee is \$0.	
Administrative Appeal (refunded if appeal is sustained and the administrative decision is overturned)	500
Administrative Variance	500
Copy of Comprehensive Plan	80
Comprehensive Plan Amendment	No extra charge for Rezone 3,000
Conditional Use Application	2,500
Land Clearing/Grading/Excavation/ Filing	
Major	300
Minor	85
Tree Permits	72.50
Arborist Review - Based on Actual Cost (per hour)	95.00
Land Use Public Notice & Signage (per notice)	250
Boundary Line Adjustment	2,000
Property Profile, Pre-application meetings, special requests (per hour), minimum 0.5	100
Rezone Application	No extra charge for Comp. Plan Amend. 3,000
SEPA / Regulatory Review	
Checklist	750
EIS administration/supervision/preparation	5,000
Critical Area Work Permit	
Major	550
Minor	85
Tree-related	125
Critical Area and Tree Reasonable Use Exception (plus review consultant costs)	4,000
Public Agency and Utility Exception (plus review consultant costs)	3,500
Copy of Shoreline Master Plan	15
Shoreline Substantial Development Permit	3,500
Shoreline Conditional Use Permit	3,500
Shoreline Variance	3,500
Shoreline Exemption	500
Shortplat Application	4,000 flat fee
Subdivision	12,000 + 300 per lot
Variance	2,500
Wireless Communication Facility Permit (not requiring conditional use)	2,000
Zoning/Land Use Code Text Amendment	3,500
Town Center Design Review	
Major (plus all notice, review consultant, hearing examiner costs)	4,000
Minor (plus review consultant costs)	2,000
Commercial site development permit	
Type I Review (Hearing Examiner)	3,500
Type III Review (Code Administrator)	2,000
Credit Card Technology Fee - A credit card technology fee will be added to all land use permit fees paid by credit card.	3%

2023 User Fee Schedule

	Fees
Development Review Technology Surcharge - A technology surcharge will be added to all land use permit fees.	10%
Building Fees	
Building Fees for standard home and utility/garage are based on the International Code Council, Building Valuation Table (February 2022).	
Standard Home	150.87/sq. ft
Custom Home (a home designed for a particular lot)	185/sq. ft
Utility/Garage	60.43/sq. ft
Mechanical Permit Fees	
Base Permit Fee	150
Furance	30
A/C or Heat Pump	30
Gas Hot Water Heater Installation/vent / expansion tank	30
Gas Log Fireplace Insert	30
Gas Piping - up to 10 outlets	30
Gas piping - each additional outlet	5
Gas range - piping hookup	30
Residential hood >400 CFM	30
Commercial hood: Class 1 hood	30
Dryer exhaust duct	30
Vent/duct Installation, relocation, or replacement vent	30
New/removal/replacement of ducting	30
Installation, relocation of boiler or absorption system	30
Installation, relocation of compressor or absorption system	30
Appliance or equipment regulated by IMC	30
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Additional Inspections (hourly)	125
Plumbing Permit Fees	
Permit Base Fee	150
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Toilets	30
Showers	30
Tubs	30
Washing machine	30
Hot Tub/Spa	30
Other Plumbing fixtures on one trap	30
Electric Water Heater Installation/vent/expansion	30
Hot /Cold rough-in addition or alteration	30
Waste & vent rough-in addition or alteration	30
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Commerical Projects Plan Review (required - hourly)	125
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2023 User Fee Schedule

Fees

Development Review Technology Surcharge -A technology surcharge will be added to all building, mechanical, and plumbing permit fees.	10%
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Surface Water and Drainage Plan Review Fees

Single Family Building Permit		
Requiring Engineering Plan		600
Without Engineering Plan		300
Multi-family site development	per 1,000 sq. ft of impervious surface	300
Commercial site development	per 1,000 sq. ft of impervious surface	300
Land Use Permits*		
Subdivisions / Shortplats (per lot)		500
Reasonable use exemptions (per lot)		500
Conditional Use Permit (per lot)		500
Variances (per lot)		500
* These would be preliminary review fees, where additional drainage review fees may be applied for future development or to other permit applications necessary for development.		

Surface Water Utility Assessments

Single Family Residential	246.24	
<hr/>		
Class	% Impervious Surface	
Very Light	0%-10%	246.24
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Facility Fees

Lake/Forest Room		
Evening Use (6 p.m. - 10 p.m.)		50
Emergency Operations Center (EOC) Room		
Evening Use (6 p.m. - 10 p.m.)		50
Council Chambers		
Evening Use (6 p.m. - 10 p.m.)		50 per hour + 50 setup/cleanup fee

The fee for use of the Lake/Forest Room or Emergency Operations Center by other governmental organizations and non-profit organizations may be waived or negotiated.

Special Events

Non-profit (501c3 organizations, neighborhood block parties, etc.)		
1-30 Participants		No Permit Required
31-250 Participants		No Charge/ Permit Required

public safety dispatching services to the City. For Council's consideration tonight is the proposed agreement between the City and NORCOM that would make the City a principal party to the 2007 NORCOM ILA (Principal Agreement). The Principal Agreement provides that the City become a party to the 2007 Interlocal Agreement (ILA) that created NORCOM and the subsequent amendment to same. A summary of those ILA terms has been provided in addition to the ILA itself.

Also for Council's consideration tonight is the Information Technology Additional Services Agreement between Lake Forest Park and NORCOM for NORCOM to provide the City technical services to implement and maintain a Tyler CAD (computer aided dispatch) to AXON interface to auto-tag CAD calls with body camera video.

Background

In May of 1999, the City of Lake Forest Park entered an agreement with Bothell Dispatch to implement CAD, RMS, AVL, and Mobile Data Systems. Despite having our own dispatch services at that time, Lake Forest Park Police sought a software solution to digitize our police department's processes. In June 2003, Lake Forest Park decided to dissolve its dispatch unit and instead utilize dispatch services provided by the City of Bothell. The integration of the "New World" computer system, now owned by Tyler Systems, was a significant step that brought together Kirkland, Bothell, and Lake Forest Park in a joint endeavor. All of Lake Forest Park's data was hosted in Bothell's servers, and the systems integration allowed seamless access to police reports, records, and dispatched aided calls for officers using mobile and desktop devices.

On June 20, 2023, the City of Bothell discontinued providing dispatch services to Lake Forest Park, effective at the end of October 2023. Bothell is entering into an agreement with NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by twenty public safety organizations in the northeast region of King County. NORCOM already serves multiple police and fire agencies, and now, they will take on Bothell's responsibilities.

911 Dispatch Background

When a call is made to 911 with an emergency, many things must happen to ensure the right response occurs. Depending on how the call originated, Bothell Dispatch determines where the call is routed to for initial response.

Calls originated in Lake Forest Park from a Land Line: 911 calls from Lake Forest Park landlines are answered by emergency call-takers in the current Bothell Police Dispatch Center. If police response is needed, patrol officers are alerted while Dispatchers continue to gather additional information from the caller. If fire or medical response is needed, Dispatchers will connect the caller with NORCOM 911 to dispatch Fire/EMS services, who will also provide medical directions to the caller if needed. Police dispatchers also stay on the line in case police dispatch is needed.

Calls originated in Lake Forest Park from cell phones: Calls to 911 from cell phones in Lake Forest Park will first be connected with NORCOM 911, at its emergency communications center located in Bellevue, Washington. If the caller needs fire or medical response, NORCOM will alert area Shoreline Fire/EMS while gathering additional information from the caller and also provide medical direction to the caller if needed. If a police response is needed, NORCOM will connect the caller with Bothell Police Dispatch, and a police response will be initiated. NORCOM dispatchers will remain on the line while the call is connected. Per King County, cell phone origination accounts for 80 to 82% of all 911 calls, with NORCOM being the first dispatch response for all cell phone calls in Lake Forest Park.

While the current police communications center in Bothell's police department has provided excellent service to the community, due to several factors, the City of Bothell is getting out of the business of providing police dispatch.

NORCOM is currently the service provider for the dispatching of Fire/EMS in Lake Forest Park and is the first call response for all cell phone originated calls in Lake Forest Park and is the backup for the Police Department when Bothell Dispatch services are down (due to vacancies, vacations, or technology issues) or the system is overwhelmed. NORCOM services will lead to better communication between Fire and Police Dispatch when both are dispatched to the same emergency event and will help avoid confusion about where 911 calls should go. NORCOM is also partnering with and implementing changes with the recently formed Regional Crisis Response Agency (RCR).

NORCOM is a regional dispatch center. In 2022, NORCOM dispatched approximately 300,000 calls for 6 police agencies and 13 Fire/EMS agencies, including Shoreline (Northshore) Fire/EMS. In 2022, calls for Fire/EMS services were dispatched by NORCOM within 60 seconds 85% of the time and within 90 seconds 95% of the time. NORCOM employs 62 telecommunicators and is overseen by a Governing Board of which Shoreline Fire is a Principal member. In addition, the Fire Chief participates in the Fire Board, and if police service is approved, then the Police Chief (or designee) would participate in the Police Board. NORCOM offers efficiencies from the size of operations, including 24/7 /365 technology support as well as, if approved, dispatch services for three of the five RCR cities (Kirkland, Lake Forest Park, and Bothell)

Due to NORCOM's excellent service providing Fire/EMS dispatch services, as well as the efficiency gains from the consolidation of all dispatch services, the agreements with NORCOM will provide for an expansion of NORCOM's services to Lake Forest Park to include police/public safety dispatch services. In doing so, all callers from Lake Forest Park will be handled by one dispatch service.

On August 11th, the NORCOM Governing Board approved the City of Lake Forest Park and the Police Department to join NORCOM.

As for Lake Forest Park, we have limited alternatives for dispatch services. Redmond and Issaquah dispatch agencies are options, but they use a different software system called "Spillman," which would involve high costs for conversion. Additionally, the city could consider returning to self-dispatching, but this approach proves to be financially prohibitive.

NORCOM has been preparing for the potential inclusion of Bothell and Lake Forest Park police departments. They provided an initial Service Cost Estimate for the Lake Forest Park Police Department's dispatch services, projecting an estimated annual cost of \$463,560, not including the expenses related to data conversion and system migration.

Bothell PD is scheduled to transition to NORCOM on November 1, 2023, and Lake Forest Park will adhere to the same timeline. The city has valued the partnership with Bothell over the past 20 years and intends to continue their collaboration through NORCOM for police services by being on the same radio channel at NORCOM.

Overall, choosing NORCOM is considered the most prudent and fiscally responsible solution for Lake Forest Park's dispatch needs. The urgency of the matter requires prompt action and approval to ensure a smooth transition to NORCOM's services.

Fiscal & Policy Implications

The current annual cost for Bothell dispatch services, equipment, and maintenance is \$179,359.60. Out of this total, \$112,016 is allocated for dispatch services, and \$67,343.60 is earmarked for computer equipment and maintenance.

For the period of November 1, 2023, through December 31, 2023, the City would pay NORCOM \$71,665 for providing PSAP (public-safety access point) services. The remaining City budget for dispatch services for the 4th quarter will be applied to NORCOM services for dispatch.

Looking ahead to NORCOM's projected 2024 budget, the estimated annual cost for dispatch services for the Lake Forest Park Police Department will be \$463,560. This represents an increase of \$283,560 compared to the current costs.

Alternatives

One alternative is Lake Forest Park re-establishing our own dispatch services. However, this course of action would require 6.5 dispatchers to ensure 24/7 coverage for a radio channel. This would also entail the acquisition of necessary hardware and additional IT work. Additionally, the issue of housing the dispatch center arises, as city hall is already operating beyond its capacity, leaving us with no space. Regrettably, this option is financially impractical.

King County only dispatches for their incorporated and contract agencies. Snohomish County would be the same, and it would be very unusual to have a King County agency being dispatched by a Snohomish County PSAPS. We don't know the legal issues with PSERN (Puget Sound Emergency Radio Network) in moving all our new equipment from the King County voters to Snohomish County.

The only alternative dispatch systems that we have available (that are semi-local) is Redmond and Issaquah dispatch. These two agencies house their own dispatch services. Redmond dispatches Duvall as a contract city. Issaquah dispatches for Snoqualmie as a contract city. Two big issues arise from using their services. One is cost, and the second is the computer systems. Starting with the systems, both agencies are running "Spillman" software, which is a totally different CAD, RMS, Mobile product. Beyond the increased costs of dispatch services, changing over to Spillman is cost-prohibitive. Training our staff on the New World system took several years, highlighting the significant investment in time and resources. Consequently, the prospect of training the entire staff on a new system appears daunting and comes with substantial costs.

Redmond PD is also not able to provide full services under our time requirements (by Oct 20, 2023). Services could be provided in a long-term plan, but there is an estimated timeline of 1 year to be prepared for necessary technology, staffing requirements, and data conversion. A partial cost has been provided of \$640,000 annually, and that does not include technology or other costs would be substantially higher. Issaquah costs were similar, over \$650,000.

Staff Recommendation

Approve Resolution Number 23-1915, authorizing the Mayor to sign the City of Lake Forest Park and NORCOM Principal Services Agreement, effective November 1st, 2023.

Approve Resolution Number 23-1916, authorizing the Mayor to sign the Information Technology Additional Services Agreement by and between Lake Forest Park Police Department and NORCOM.

RESOLUTION NO. 23-1916

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (NORCOM) FOR DISPATCH AND RECORDS MANAGEMENT SERVICES

WHEREAS, the City of Lake Forest Park has contracted with the City of Bothell for dispatch/records management services since the early 2000s and Bothell will be discontinuing those services in October 2023; and

WHEREAS, the City Council of the City of Lake Forest Park has received information from the Police Chief regarding a proposed interlocal agreement with the North East King County Regional Public Safety Communications Agency (NORCOM) for police dispatch and records management services; and

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the City of Lake Forest Park and NORCOM Principal Services Agreement in substantially the same form as Attachment 1 hereto.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

RESOLUTION NO. 23-1917

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (NORCOM) FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City Council of the City of Lake Forest Park has authorized an interlocal agreement with the North East King County Regional Public Safety Communications Agency (NORCOM) for police dispatch and records management services effective November 1, 2023; and

WHEREAS, to transition to NORCOM services requires the City to implement and maintain an interface system to auto-tag CAD (computer aided dispatch) calls with body camera video; and

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Information Technology Additional Services Agreement by and between Lake Forest Park Police Department and NORCOM in substantially the same form as Attachment 1 hereto.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1917

**CITY OF LAKE FOREST PARK AND NORCOM
Principal Services Agreement**

1. AGREEMENT

This City of Lake Forest Park and NORCOM Principal Service Agreement (the “Agreement”) is made and entered between the NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY, a Washington nonprofit corporation formed under Chapters 39.34 and 24.06 RCW (“NORCOM”), and the CITY OF LAKE FOREST PARK, a Washington municipal corporation and code city organized under Title 35A RCW (the “City”). NORCOM and the City are each a “Party” and collectively the “Parties” to this Agreement. The City and NORCOM agree as follows.

2. RECITALS

2.1 NORCOM is an instrumentality of its member public agencies (the “Principals”), operating pursuant to the NORCOM Interlocal Agreement entered into under Chapter 39.34 RCW and dated October 17, 2007, including all subsequent amendments (the “ILA”). NORCOM operates and maintains a consolidated public safety/emergency communication center for the benefit of the Principals and other Subscribers of NORCOM services (collectively, the “Participating Agencies”). The ILA and Chapter 39.34 RCW authorize NORCOM to admit additional Principals when certain conditions are met.

2.2 The City operates a law enforcement agency known as the Lake Forest Park Police Department which has law enforcement powers granted by *inter alia* Article XI, § 11 of the Washington State Constitution, RCW 35A.21.161, and RCW 35A11.020.

2.3 All law enforcement agencies, including the Lake Forest Park Police and those of the Participating Agencies, have the responsibility to provide effective law enforcement to protect lives and property and keep the peace. Effective law enforcement depends upon the ability of responding officers to have effective 911 emergency communications service including, but not limited to, the answering of 911 emergency calls and the dispatch thereof.

2.4 In order to provide for more effective 911 emergency communications services, including efficient processing of emergency calls and the dispatch thereof, and to otherwise provide for emergency communications services as authorized and defined by law including, but not limited to, enhanced 911 systems under RCW 38.52.540 and Chapter 118-66 WAC, the Parties desire to: (i) consolidate the City’s emergency services communications system with NORCOM’s; and (iii) include the City as a Principal of NORCOM.

2.5 The Governing Board of NORCOM by Supermajority Vote and the Lake Forest Park City Council each approved the execution of this Principal Services Agreement.

3. TERMS OF PRINCIPAL ADMISSION

3.1 Admission as Principal; Acceptance of ILA. As of November 1, 2023, the City is admitted as a Principal of NORCOM under the terms and conditions of the ILA. The City accepts and agrees to fully comply with the terms of the ILA.

3.2 Payment Schedule. The City agrees to be responsible to pay the First-Year Fee, the Second-Year Fee and the One-Time Costs in the amounts and according to the payment schedule, including without limitation the True-Up process, attached and incorporated herein by this reference as Exhibit A (“Payment Schedule”). Thereafter, all payments will be in accordance with the ILA.

3.3 Venue. The City and NORCOM expressly consent to the jurisdiction of the Superior Court for King County, Washington.

4. GENERAL

4.1 Entire Agreement; ILA Controls. This Agreement governs the admission of the City as a Principal of NORCOM and supersedes any prior understandings regarding the same. To the extent there is a conflict between (i) Section 3.2 and the Payment Schedule and (ii) the ILA, this Agreement controls. In all other respects, the ILA controls and governs the entire understanding between the Parties. No amendment of or supplement to this Agreement is valid or effective unless consistent with the ILA and made in writing and executed by the Parties.

4.2 Definitions. To the extent applicable, capitalized terms in this Agreement are intended to have the same meanings as the terms that are so defined in the “Definitions” section of the ILA. In any conflict of definitions, the ILA controls. When not provided for in the ILA, capitalized terms have the meanings assigned in this Agreement.

4.3 Governing Law. This Agreement is governed by and construed according to the laws of the State of Washington. As against the other Party, each Party may file suit to enforce this Agreement only in accordance with Section 3.3.

4.4 Successors and Assigns. All of the provisions, terms, conditions and requirements contained in this Agreement are binding upon the successors and assigns of the Parties.

4.5 No Third Party Rights. This Agreement is solely for the benefit of the Parties and does not grant any right to any other party or person.

4.6 Severability. The provisions of this Agreement are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this Agreement invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this Agreement in all

other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

4.7 Captions. Captions given to the various provisions of this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision.

4.8 Counterparts. This Agreement may be executed and delivered in counterparts, each of which is considered an original and all of which together constitute one and the same agreement.

4.9 Effective Date. This Agreement takes effect on November 1, 2023, following the authorized execution by each of the Parties as shown by the below signatures.

CITY OF LAKE FOREST PARK

NORCOM

By: _____

By: William Hamilton

Its: _____

Its: William Hamilton-Executive Director

EXHIBIT A PAYMENT SCHEDULE

1. Cost Allocation Formula. NORCOM's Governing Board (the "Board") has the exclusive authority to establish User Fee formulas under the ILA. The Board has currently established a User Fee formula based on a cost allocation model per service functions. The primary function billed for dispatch services consists of Calls for Service ("CFS"). Warrant entry and verification is a data service that is billed under the current cost allocation model. The estimated fees below include services for 911 call taking, dispatch, warrant entry/verification and related technology as per the technology support matrix provided to the City. There are also separate functions, such as usage numbers for the data channel and the number of authorized users for computer access. In the future, the Board may consider other functional areas for billing.

2. Rolling 8-Quarter Average of Call Volume, Initial Two-Year Estimate; Reconciliation. Billing to NORCOM agencies is currently based on a rolling 8 quarter average of call volume data, as determined when preparing and adopting the NORCOM budget. Because NORCOM's budget is prepared and adopted by August of each year, the 2024 budget will be adopted at a time when the City has not received Law Enforcement services from NORCOM. The Parties therefore recognize and acknowledge that the estimates of CFS, data and other function costs assigned to the City are in the first two years may be under or over the original good faith estimates and will not be stable or predictable until after the City has received these services for two full years of operations. Accordingly, NORCOM and the City agree to this Payment Schedule, which is intended to provide for billing based on estimates during the first two years.

3. 2023 Fees. The City shall pay NORCOM \$71,665 for providing PSAP services for the period November 1, 2023 through December 31, 2023.

4. First Year Fee (2024). The First-Year Fee is based on an analysis of the applicable data provided by the City and reviewed by NORCOM, and best represents the Parties' best estimate of allocable fees for the entire first year of services.

4.1 Call data was provided by the City for 2020 through Q1 2023. NORCOM's 2024 fees are determined by Q2 through Q4 of 2021, all 2022 and Q1 of 2023. With these estimations NORCOM calculated a fee using its functional allocation fee calculation for call receiving and police calls. NORCOM was unable to identify true volume for Police Data functions, however made estimations based on the call data provided.

4.2 The 2024 annual fee calculated for the City based on the information in 4.1 is \$460,562. The City shall pay the 2024 annual fee quarterly as provided in the ILA.

5. Second Year Fee (2025). NORCOM will use its functional allocation calculation. NORCOM will continue to make an estimate on Police Data volume, using trends identified in the development of 2024 fees, and actual 2024 data collected by NORCOM.

6. Call Volume True-up Reconciliation. Recognizing the City will experience operational changes during its transition to NORCOM's services, a true-up reconciliation will be performed to assess whether significant changes in call volume occurred.

During NORCOM's 2027 budget development process (approximately May 2026), NORCOM and the City will compare the City's call volume during calendar years 2024 and 2025 against the 8-quarter call volume numbers derived from data from the City's use of the City of Bothell's dispatch

services. Should the comparison result in a discrepancy greater than 10% of the originally assigned numbers, NORCOM and the City will calculate a billing true-up payment/credit to be reconciled in the 2027 and future billing periods, not to exceed two years, as negotiated between NORCOM and the City to be approved within the 2027 budget development process.

7. One-Time Costs. Any costs not expressly contained in this agreement will be responsibility of the City.

The following is a summary of the key terms in the 2007 NORCOM Interlocal Agreement (“ILA”) and the 2021 Amendment.

Section 1. NORCOM is a non-profit corporation that owns, operates, and manages a regional emergency services communication operations authorized under Ch.39.34 RCW, the Interlocal Cooperation Act.

Section 2. The ILA is for an indefinite duration.

Section 6. NORCOM is governed by a Governing Board made up of one representative from each Principal (the Chief Executive or designee). LFP is seeking to become a Principal.

There is also a Joint Operating Board, which is advisory to the Governing Board and is made up of the Fire Service Board (Fire Departments in NORCOM) and the Police Service Board (Police and Sheriff Departments in NORCOM). Chief Harden or his designee will be on the Police Service Board.

The Governing Board requires a simple majority vote for passage except 2/3rds vote (Super Majority) is required for specific decisions such as approving the budget, acquiring assets over \$500,000, admission of a new Principal, and appointing an Executive Director. The Governing Board meets at least 4 times a year.

Section 8. The “Principal Assembly” is made up of one appointed member from each Principal’s legislative body. The Principal Assembly meets each April with the Governing Board for an annual report (NORCOM activities, work program, financial report, and performance benchmarks). Advisory votes are held and comments are taken from the legislative representatives of Principals (one vote per Principal).

Section 9. The Executive Director is responsible to the Governing Board, and administers the day-to-day activities of NORCOM per policies adopted by the Governing Board.

Section 12. As part of the budget process, the Governing Board will either continue using the existing User Fee formula or adopt a new User Fee formula. Change in the User Fee formula requires a Supermajority Vote of the Governing Board. User Fees are payable by Principals quarterly.

The Governing Board establishes an Operating Contingency Reserve fund to reasonably address unforeseen operating contingencies. A Capital Equipment Replacement Funds is also established for acquisition and replacement of capital.

Section 13. NORCOM may not incur debt, but Principals may issue obligations to provide for NORCOM’s capital funding needs. All Principals are required to participate equitably in the repayment of same when requested to do so by a Super Majority of the Governing Board.

Section 15. Admission of a new Principal requires Super Majority vote of Governing Board. The Governing Board may require “payment or other contributions or actions” by a new Principal as the Governing Board deems appropriate. The intent is that the admission of new Principals shall not cause pre-existing Principals to incur additional costs.

Section 17. Each participating agency retains the responsibility and authority for its operational department, equipment and services at its place of operation, and equipment and services to interconnect with NORCOM operations.

Section 19. A Principal who intends to withdraw from NORCOM must give one year’s notice from December 31st. A Principal may be terminated on 6 months’ notice by the Governing Board for delinquent payments.

Section 25. NORCOM maintains insurance that names Participating Agencies as additional insured.

Appendix A-2 User Fee Formulas.

For Police agencies that are Principals:

$$\text{User Fee} = [(C(i) \div C(p) \times (50\% \times B)] + S + E + D$$

C(i) is the annual average number of Calls for Service of the Principal based on two-year historical data.

C(p) annual average of the total number of Calls for of all Charged Police Operations for all Principals and Subscribers for the two-year historical period.

B is the net adopted budget for the fee period.

S is the Smoothing rate, which is zero for Principals who enter after 2007.

E is a change to Principals who have requested staffing and equipment existing the standard operating policy allocation.

D is the amount owned by a Principal for Borrowing Program Obligation Repayments and Acquired Assets Charges.

2021 Amendment to ILA. The 2021 amendment clarified that Principals who merge into each other will be treated under the ILA as annex or merged Principals.



**INFORMATION TECHNOLOGY
ADDITIONAL SERVICES AGREEMENT
by and between
Lake Forest Park Police Department and NORCOM**

THIS AGREEMENT FOR the Axon Body Camera project services is entered into by and between the Lake Forest Park Police Department (“LAKE FOREST PARK”) and the NORTHEAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATION AGENCY ("NORCOM", and together as the "Parties").

WHEREAS, LAKE FOREST PARK is intending to become a party to the October 2007 Northeast King County Regional Public Safety Communications Agency Interlocal Agreement (the "Interlocal Agreement") and will become a Principal of NORCOM (as defined in the Interlocal Agreement), as of November 1, 2023; and

WHEREAS, LAKE FOREST PARK is in need of NORCOM IT services to implement and maintain an Integration runtime interface to pull call data and send it to Axon for auto-tagging with video evidence files from Evidence.com

WHEREAS, at the request of LAKE FOREST PARK, NORCOM has agreed to provide such services for LAKE FOREST PARK; and

WHEREAS, LAKE FOREST PARK has agreed to fund the costs related to the provision and management of those services as indicated herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT FOR IT SERVICES. NORCOM agrees to participate in the planning process and to provide interface implementation services to LAKE FOREST PARK during the term of this Agreement. Such services to be provided by NORCOM under the terms of this Agreement shall include the services set forth in Exhibit A, which is incorporated herein by this reference. Implementation services shall be provided by NORCOM IT staff members.

See Exhibit A: Scope of Services for a detailed list of services included in this agreement.

If LAKE FOREST PARK requires NORCOM IT services beyond those specified in Exhibit A in this Agreement, provided NORCOM agrees to deliver such services, a contract amendment shall be set forth in writing and shall be executed by the Parties hereto.

SECTION 2. LAKE FOREST PARK RESPONSIBILITIES. LAKE FOREST PARK hereby agrees as follows during the term of this Agreement:

- (a) **Designated Representative.** LAKE FOREST PARK shall designate in writing a person to act as its representative with respect to the services described in Exhibit A. LAKE FOREST PARK agrees to promptly notify NORCOM in writing of any changes to its designated representative.

SECTION 3. COMPENSATION. Compensation for the services to be provided by NORCOM to LAKE FOREST PARK under the terms of this Agreement shall be as set forth in Exhibit B, which is incorporated herein by this reference. For hourly and other fees as described in Exhibit B, NORCOM shall

send an invoice to LAKE FOREST PARK for such services performed upon completion. LAKE FOREST PARK shall remit payment for undisputed fees to NORCOM within 30 days of receipt of the invoice.

SECTION 4. OWNERSHIP AND USE OF DOCUMENTS. All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by NORCOM as part of its performance of this Agreement shall be owned by and become the property of LAKE FOREST PARK and may be used by LAKE FOREST PARK for any purpose beneficial to LAKE FOREST PARK. Public records requests are the responsibility of LAKE FOREST PARK. Metadata imported into Axon's system shall be the responsibility of LAKE FOREST PARK.

SECTION 5. NOTICE. The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To NORCOM: NORCOM
Attn: Deputy Director of Administration
PO Box 50911
Bellevue, WA 98015-0911

To LAKE FOREST PARK: Lake Forest Park Police Department
Attn: Chief of Police
17425 Ballinger Way NE
Lake Forest Park, WA 98155

SECTION 6. INSURANCE. Each Party hereto shall maintain in full force throughout the duration of this Agreement Commercial General Liability insurance with a minimum coverage of \$ 2,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of such Party's membership and coverage in a self-insured municipal insurance pool. Limits of coverage's, exclusions, and limits of liability shall be satisfactory to the other Party.

SECTION 7. INDEMNIFICATION. NORCOM shall defend, indemnify and hold harmless LAKE FOREST PARK and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of NORCOM, its agents, officers, employees or assigns, in performing any act or service pursuant to this Agreement.

LAKE FOREST PARK shall defend, indemnify and hold harmless NORCOM and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of LAKE FOREST PARK, its officers, employees, assigns or third-party contractors, in performing any act or service pursuant to this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of NORCOM and LAKE FOREST PARK, then each Party's liability shall only be to the extent of its negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. This indemnification shall survive the expiration of this Agreement.

SECTION 8. MISCELLANEOUS.

(a) Equal Opportunity. Neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between LAKE FOREST PARK and NORCOM under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

(c) Attorney's Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

(d) Non-Waiver of Breach. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

(e) Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

(f) No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

(g) Compliance with all Laws. The Parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

(h) Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

(i) Assignment. The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

G) Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if LAKE FOREST PARK fails to pay for the services provided by NORCOM, can cease providing such services until payment is made.

SECTION 9. REPRESENTATION AND WARRANTIES.

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such Services; (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

9.2 NORCOM Warranties and Representations. NORCOM represents and warrants that the Services will be performed in a professional and workmanlike manner, consistent with applicable industry standards and the corresponding specifications set forth in the applicable Statement of Work and Service Level commitments.

- (a) Deliverables. NORCOM represents and warrants that each deliverable shall meet and conform to its applicable specifications as provided herein following its acceptance and during the Term. NORCOM also represents and warrants that the Service, in whole and in part, shall operate in accordance with the applicable approved configuration documentation, and this Agreement.
- (b) Services. NORCOM represents and warrants that (a) It shall perform all Services required pursuant to this Agreement in a professional manner, with high quality, (b) It shall give due priority to the performance of the Services, and (c) time shall be of the essence in connection with performance of the Services.
- (c) Maintenance Services Warranty. NORCOM warrants that, in performing the services under the Agreement, NORCOM shall substantially and materially comply with the descriptions and representations as to the services, including performing capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements, which appear in this Agreement. Errors or omissions committed by NORCOM in the course of providing the Services shall be remedied as set forth herein.
- (d) Warranty of Compliance with Applicable Law. NORCOM warrants the Services shall comply with all applicable Federal, State and local laws, regulations, codes and ordinances to which it is subject.

SECTION 10. TERM OF AGREEMENT. This Agreement shall take effect on September 1, 2023 and shall remain in effect until either party terminates this agreement or when project work is completed by either Party. Either Party may terminate this Agreement by providing 60 days written notice to the other Party. Either Party may terminate this Agreement at any time prior to the time compensable services begin under this Agreement.

SECTION 11. EXECUTION. This Agreement shall be executed for the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

DATED this 5th Day of September, 2023.

NORCOM

Lake Forest Park Police Department

By: William Hamilton
William Hamilton
Executive Director
NORCOM

By: _____
Chief Mike Harden
Police Chief
Lake Forest Park Police Department

Appendix A:
Scope of Services

NORCOM agrees to work with LAKE FOREST PARK's vendor, Axon, to implement a Tyler CAD to AXON interface to auto-tag CAD calls with body camera videos:

- Use code in an Axon provided stored procedure to create a view on a NORCOM server for Axon to obtain its data.
- Modify the SQL Server view to provide just the agency's data. Selection will be by the Originating Agency Identifier (ORI).
- Installation of the Axon provided Integration Runtime application on a NORCOM server.
- Schedule the application to run at regular intervals -OR- enable the application as a service (depending on what kind of application it is)
- Ensure continued operation of their application.

The following types of work are out of scope of this Agreement and will not be provided by NORCOM, which means that they are not covered under this Agreement and represent services NORCOM does not plan to offer. These services include but are not limited to:

- Re-development work required due to Axon system upgrades or changes. Should Axon system changes cause the interface to fail additional costs associated with rebuilding the interface can be negotiated and agreed to by the parties.

Appendix B:

Table 1: Compensation

Compensation for the services provided under this Agreement shall be as follows:

Service/Expense	2023/2024 Cost/Rate	Terms
Flat Service Fee	\$1,750	Up to 10 hours of work to scope, build, test and implement the approved services.
Maintenance Fee	\$500	Annual fee to provide continued support of the interface. Interface is not considered mission critical and will not receive after hours support.
Additional Services Fee	\$125/hour	In the event the City requires work considered outside the scope of this agreement, NORCOM will provide work the referenced rate. Work outside the scope of this agreement include matters such as repairs required due to actions of the vendor. Work hour estimates will be provided and mutually agreed upon before the outside scope of work is initiated.
After Hours Support	\$187.50	Not provided under this agreement. Exceptions for critical high priority issues must be approved by Lake Forest Police Chief.
Mileage IRS rate	IRS standard rate	For any travel incurred for the implementation or maintenance of the interface.
The hourly rates and fees in this agreement shall be increased 2% each calendar year.		

Description of Services

This section describes various services available from NORCOM IT Staff. Not all services may be included in this agreement. Refer to Table 1: Compensation above for specific compensable services included in this agreement.

Initial Set Up

Includes administrative set up, billing, remote software licenses, additional support equipment and tools necessary for services provided under this Agreement. The initial set up fee shall be due and payable within 30 days of the effective date of this Agreement.

Credit hours

Credit hours NORCOM agrees to work on this project before billing hourly service fees. The number of credit hours varies on the project scope and internal resource availability.

Flat Service Fee

Costs associated with specific services identified in the statement of work.

Additional Services Fee

Hourly rate for services that fall outside the scope of work outlined in this Agreement, which shall be billed in 15-minute increments. More than seven minutes spent on a task will trigger the additional 15-minute increment. Depending on the scope of work different hourly service fees may apply and will be detailed in the compensation table above.

After Hours Support 1.5 times hourly service fee

After hours support calls are outside of normal business hours – Monday - Friday, 7 am to 5 pm, excluding holidays. Hours worked during this time will be billed at time and a half (1 and ½). After hours support calls will be billed at a minimum of 30 minutes per call, then time based on actual time worked over 30 minutes.

Overtime Hourly Service Fee

Overtime hourly service fee, billed in 15-minute increments. All hours worked toward the agreement by any NORCOM staff member are included in the overtime calculation. The trigger for overtime must be included in the terms column in Table 1: Compensation.

Maintenance Fee

Annual maintenance charge to offset support work necessary throughout the year, and recoup administrative and overhead costs.

Mileage IRS rate – Current standard rate

Mileage is billed based on the IRS standard rate at the time if an onsite visit is required.

2007770

Section 11, Item B.

OFFICIAL FILE

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FINAL

NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

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NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the City of Bellevue, City of Bothell, City of Clyde Hill, City of Kirkland, City of Medina, City of Mercer Island, City of Snoqualmie, Eastside Fire & Rescue, King County Fire Protection District 27, King County Fire Protection District 45, King and Kittitas County Fire Protection District 51, Northshore Fire Department, Shoreline Fire Department, and Woodinville Fire & Life Safety District, (collectively, the "Principals").

RECITALS

WHEREAS, the undersigned municipal corporations, or "Principals" wish to establish and maintain a consolidated emergency service communications center, to be known as the "North East King County Regional Public Safety Communications Agency" or "NORCOM;" and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act set forth in chapters 39.34 and 24.06 of the Revised Code of Washington; and

WHEREAS, the Principals have investigated the means by which consolidation of some or all existing emergency service communications operations in North and East King County may be accomplished for the purpose and benefit of enhancing public safety; and

WHEREAS, the Principals, through creation of the NORCOM seek to deliver excellent emergency service communications in a highly efficient manner; to access potential economies of scale through consolidation of activities; to promote interagency collaboration, communication and interoperability; and to continuously identify means to enhance service delivery; and

WHEREAS, the consolidation of emergency service communications will be of substantial benefit to the citizens of the Principals and the residents of North and East King County; and

WHEREAS, investigation of alternative locations for the initial operations of NORCOM has resulted in the Principals agreeing to locate the initial NORCOM operation in Bellevue City Hall, subject to reaching final agreement between NORCOM and the City of Bellevue on a lease of space for this purpose; and

WHEREAS, substantial investigation of alternative approaches to calculation of user fees has resulted in a fee formula which the parties agree is fair and equitable;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

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SECTION 1. CREATION OF NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY. There is hereby created a consolidated public safety communications agency, hereinafter called "North East King County Regional Public Safety Communications Agency" ("NORCOM"). The parties hereto each hereby assign to NORCOM the responsibility for developing, owning, operating and managing a regional emergency service communications operation as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW). NORCOM shall be formed pursuant to RCW 39.34.030 and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT. This Agreement shall have an initial term of six (6) years (the "Initial Term"), and shall thereafter be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from the Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12, 13 and 15, may annex to or join with another Principal as described in Section 6.p, or may upon action of the Governing Board be terminated from participation in the Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

- a. Agreement. The "Agreement" is this interlocal agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- b. Directly Served. The term "directly served" refers to those public safety service departments or agencies receiving Emergency Service Communications and other services from NORCOM and paying User Fees to NORCOM for such services, and which have executed either this Agreement or an approved Subscriber contract. A Principal or Subscriber may operate both Fire/EMS service and Police services but elect to have only one or the other service directly served by NORCOM.
- c. EMS. "EMS" means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services.
- d. Executive Director. The "Executive Director" is the chief operating officer for NORCOM appointed by and serving at the pleasure of the Governing Board.
- e. Emergency Service Communications. "Emergency Service Communications" mean those services described in Section 4.
- f. Fire/EMS Service Board. The "Fire/EMS Service Board" is the advisory board composed of Representatives from Principal and Subscriber fire and emergency medical services departments or agencies as described in Section 7.
- g. Governing Board. The "Governing Board" is the body described in Section 6 and shall be the governing body of NORCOM.
- h. Initial Term. The "Initial Term" refers to the first six (6) years in which this Agreement shall be in effect.

1 i. Joint Operating Board. The “Joint Operating Board” is the advisory
2 body described in Section 7, which consists of the combined membership of the
3 Fire/EMS Service Board and Police Service Board.

4 j. Member. A “Member” or “Governing Board Member” is the individual
5 representing a Principal on the Governing Board, whether the Chief Executive Officer of
6 such Principal or his/her designated alternate

7 k. NORCOM refers to the “North East King County Regional Public
8 Safety Communications Agency.”

9 l. Participating Agencies. All Principals, and all Subscribers, as they may
10 be so constituted from time to time, are collectively referred to as the “Participating
11 Agencies” or “Participants,” and individually referred to as a “Participating Agency” or
12 “Participant.”

13 m. Police Service Board. The “Police Service Board” is the advisory board
14 composed of representatives from Principal and Subscriber police, sheriff or similar
15 departments or agencies as described in Section 7.

16 n. Principal. A “Principal” is a general purpose municipal corporation or
17 government agency, a fire district, a Public Safety Interlocal Operation, or a state agency
18 created under the laws of Washington, which has accepted the terms of and is a party to
19 this Agreement. A Principal may cease to be a Principal upon annexing to or joining
20 another Principal as described in Section 6.p.

21 o. Principals Assembly. The “Principals Assembly” is the annual meeting
22 of representatives from the legislative bodies of each Principal as described in Section 8.

23 p. Public Safety Interlocal Operation. A public safety interlocal operation
24 includes a joint operation of fire districts and cities for provision of public fire and EMS
25 services entered into and operating pursuant to Chapter 39.34 RCW, and may also
26 include a public development authority created pursuant to RCW 35.21.730 et. seq. or a
27 regional fire protection service authority created pursuant to Chapter 52.26 RCW, or a
28 nonprofit corporation created for the purpose of facilitating a joint operation between fire
29 districts and cities pursuant to RCW 39.34.030(3).

30 q. Representative. The term “Representative” refers to the individual
31 representing a Principal or a Subscriber on the Police Service Board, Fire/EMS Service
32 Board or Joint Operating Board, or his/her designated alternate.

33 r. Service Boards. The “Service Boards” are the Police Services Board
34 and the Fire/EMS Service Board established by Section 7.

35 s. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing
36 Board means a majority of the votes of the Members present constituting a quorum and
37 voting, with each Member present and voting having one vote.

38 t. Subscriber. A “Subscriber” is a general purpose municipal corporation
39 or government agency, or a fire district, a Public Safety Interlocal Operation, or a state
40 agency created under the laws of Washington which has agreed to pay NORCOM for
41 emergency communications services or other services as offered at a rate or rates
42 according to such terms and conditions as may be established by NORCOM as evidenced
43 by separate contract between NORCOM and such entity. A “Subscriber” may also be a
44 Principal that is converted to Subscriber status as provided in Sections 12, 13 and 15.

45 u. Supermajority Vote. A “Supermajority Vote” means Governing Board
46 approval of an item accomplished by securing affirmative votes of both: (1) not less than

1 two-thirds of all Members of the Governing Board in number; and (2) not less than two-
2 thirds of the Weighted Vote of all Members of the Governing Board.

3 v. “Two-Prong Simple Majority Vote.” A Two-Prong Simple Majority
4 Vote means Governing Board approval of an item accomplished by securing affirmative
5 votes of both: (1) a majority of all Members of the Governing Board present constituting
6 a quorum and voting, with each Member present and voting having one vote; and (2) a
7 majority by Weighted Vote of all Members of the Governing Board present constituting a
8 quorum and voting.

9 w. User Fees. User Fees are those fees charged to Participating Agencies
10 for services provided by NORCOM.

11 x. Weighted Vote. A “Weighted Vote” means a vote in which each
12 Member’s vote is counted according to the proportion its respective Principal’s User
13 Fees due and payable for the then current budget year bears to the total User Fees payable
14 for such year by all Principals. A Weighted Vote may not be split.

15 y. 800 MHz System. The 800 MHz System is the eastside public safety
16 communication system developed in common by the Eastside Public Safety Agency
17 (EPSCA) and other governmental agencies, including base stations and towers for an 800
18 MHz system and microwave backbone.

19 z. 9-1-1-Calls. 9-1-1- calls are those calls received or dispatched via the
20 statewide emergency communication network of telephone or telecommunications
21 service as described in Chapter 38.52 RCW.

22
23 SECTION 4. NORCOM SERVICES. NORCOM has the responsibility and authority for
24 providing emergency service communications and all related incidental functions for
25 communicating and dispatching services between the public and the Participating
26 Agencies’ directly served public safety departments in the furtherance of improved
27 public safety and emergency response, including but not limited to the following more
28 specifically described services:

- 29 a. Receiving 9-1-1 Calls and routine calls for police, fire and medical
30 services;
- 31 b. Directing a response to said calls by either dispatching the appropriate
32 emergency police, fire or medical unit or forwarding the call to the appropriate agency
33 for response;
- 34 c. Providing on-going communication support to personnel in the field;
- 35 d. Updating, maintaining and managing the radio communications systems
36 (excluding, unless specifically approved by Governing Board, the 800 MHz system),
37 computer systems, support files and resource materials necessary to accomplish the
38 above;
- 39 e. Initiating public safety records for all dispatched calls and providing such
40 records services, including the updating, maintaining and managing of records systems as
41 may be determined by the Governing Board; and
- 42 f. Establishing and updating from time to time standard protocols for
43 communications to and from personnel in the field.

44
45 SECTION 5. NORCOM POWERS. NORCOM, through its Governing Board, shall
46 have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as

1 authorized, amended, or removed by the Governing Board, including but not limited to
2 the following:

- 3 a. Recommend action to the legislative bodies of the Participating Agencies;
- 4 b. Review and approve budget expenditures for NORCOM;
- 5 c. Establish policies for expenditures of budget items for NORCOM;
- 6 d. Review and adopt a personnel policy for NORCOM;
- 7 e. Review and approve operating policy for NORCOM;
- 8 f. Establish a fund or special fund or funds as authorized by RCW 39.34.030
9 for the operation of the NORCOM;
- 10 g. Conduct regular and special meetings as may be designated by the
11 Governing Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);
- 12 h. Maintain and manage records in accordance with the state Public Records
13 Act (Ch. 42.56 RCW) and other applicable state applicable federal records laws and
14 regulations;
- 15 i. Determine what services shall be offered and under what terms they shall
16 be offered;
- 17 j. Retain and terminate the Executive Director;
- 18 k. Create committees to review and make recommendations;
- 19 l. Approve strategic plans;
- 20 m. Approve the addition of new Principals and new Subscribers and the terms
21 of their participating in NORCOM and receipt of, NORCOM services.
- 22 n. Enter into agreements with third parties for goods and services necessary
23 to fully implement the purposes of this Agreement;
- 24 o. Establish User Fees and other charges for services provided to
25 Participating Agencies;
- 26 p. Direct and supervise the activities of the Joint Operations Board, the
27 Fire/EMS Services Board, the Police Services Board and the Executive Director;
- 28 q. Make purchases or contract for services necessary to fully implement the
29 purposes of this agreement;
- 30 r. Enter into agreements with, and receive and distribute funds, from any
31 federal, state or local agencies;
- 32 s. Receive all funds allocated to NORCOM by Participating Agencies;
- 33 t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own,
34 hold, improve, use and otherwise deal in and with real or personal property, or any
35 interest therein, in the name of NORCOM;
- 36 u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its
37 property and assets;
- 38 v. Sue and be sued, complain and defend, in all courts of competent
39 jurisdiction in NORCOM's name;
- 40 w. Make and alter bylaws for the administration and regulation of its affairs;
- 41 x. Hold radio frequency licenses to enable NORCOM to operate radio
42 communications and dispatch systems to meet its public safety responsibilities;
- 43 y. Request the issuance of debt by Principals on behalf of NORCOM,
44 provided that NORCOM itself shall not be authorized to issue debt; and
- 45 z. Any and all other acts necessary to further NORCOM's goals and
46 purposes.

1 SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

2 a. Composition. NORCOM shall be governed by a Governing Board
3 composed of one (1) representative from each Principal, which representative shall be the
4 Chief Executive Officer of each such Principal or his/her alternate as provided in Section
5 6.f. Such representatives are referred to as Members or Members of the Governing
6 Board.

7 b. Election to Receive Service From Agency; Impact on Governing Board
8 Representation. Each Principal shall determine which of its respective public service
9 departments, or operations (“agencies”) will be directly served by NORCOM. The initial
10 election by each Principal as to which of their respective agencies will receive Agency
11 service will be recorded by the submittal by each Principal of a completed service
12 election form, a blank version of which is set forth at Exhibit A. Regardless of how
13 many of Principal’s operations are directly served, a Principal shall have only one seat on
14 the Governing Board, however, the number of that Principal’s agencies or operations
15 served by NORCOM will affect the Weighted Vote of the Principal.

16 c. Ex Officio Representative. The Chair (or the Vice Chair in his or her
17 absence) of the Joint Operating Board shall serve as an ex officio, non-voting member of
18 the Governing Board.

19 d. Conditions for Serving on Governing Board. All Members and their
20 alternates shall serve without compensation from NORCOM. Members may only serve
21 for such time as they are the duly appointed, acting or elected Chief Executive Officer of
22 their respective Principal agency.

23 e. Powers. The Governing Board shall have final decision making authority
24 upon all policy issues and shall exercise the powers described in Section 5. The
25 Governing Board may delegate responsibility for execution of Governing Board policies
26 and directives and for day-to-day operational decision-making to the Executive Director,
27 including the hiring and supervision of additional staff positions authorized by the
28 Governing Board.

29 f. Alternates. Each Member of the Governing Board may designate one
30 alternate to serve on the Governing Board when such Member is absent or unable to
31 serve, provided that each such alternate must be previously designated and must have
32 operational responsibilities within his or her respective agency.

33 g. Quorum. A simple majority of the Members (or their alternates) in
34 number (excluding any Member which per Section 19 has given notice of withdrawal or
35 has which been terminated by vote of the Governing Board) shall constitute a quorum of
36 the Governing Board for purposes of doing business on any issue.

37 h. Voting. The Board shall strive to operate by consensus. All Board
38 decisions on items not listed in Section 6.i require a Simple Majority Vote for approval;
39 *provided* that any Governing Board Member present and voting has the right, in advance
40 of a vote, to require a Two-Prong Simple Majority Vote on any item that would otherwise
41 require a Simple Majority Vote.

42 a. A Member representing a Principal that has given notice of withdrawal
43 or which has been terminated by vote of the Governing Board shall be
44 authorized to cast votes at the Governing Board only on those matters
45 defined in Section 19.g.
46

1 i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote
2 of the Governing Board shall be required in order to approve the following items or
3 actions:

- 4 i. Approval or amendment of NORCOM budget, including the User
5 Fee formula;
- 6 ii. A decision to request Principals issue debt for or on behalf of
7 NORCOM;
- 8 iii. A decision to acquire assets, equipment, real or personal property
9 valued at over \$500,000 per Section 14;
- 10 iv. Admission of a new Principal;
- 11 v. Appointing the Executive Director (a Simple Majority Vote is
12 required for removal of the Executive Director).;
- 13 vi. Amendment of this Agreement (except for those amendments
14 requiring unanimous consent of Principals under section 20 of this
15 Agreement).
- 16 vii. Expansion of the scope of services provided by NORCOM; and
- 17 viii. Adoption or amendment of the NORCOM Bylaws, or amendment
18 of the NORCOM Articles of Incorporation subject to other
19 applicable requirements of Chapter 24.06 RCW.

20
21 j. Officers. The Governing Board shall have two officers, a Chair and Vice-
22 Chair. It will be the function of the Chair to preside at the meetings of the Governing
23 Board. The Vice-Chair shall assume this role in absence of the Chair. At the first
24 meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of
25 the Members, and shall serve until the date of the first Principals Assembly. Annually
26 thereafter, at the Principals Assembly the Vice Chair shall assume the role of Chair and
27 the Governing Board shall elect a new Vice-Chair by Simple Majority Vote. In the event
28 of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance
29 of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position,
30 the Governing Board shall by Simple Majority Vote elect a new Vice-Chair to serve to
31 the balance of the term of the departed Vice-Chair. An officer elected to fill the
32 unexpired term of his or her predecessor shall not be precluded from serving a full annual
33 term of office following the end of such unexpired term. Any officer appointed by the
34 Board may be removed by Simple Majority Vote of the Board upon 30 days' written
35 notice, with or without cause, in which event the Board shall promptly elect a new officer
36 who shall serve until the next Principals Assembly. The Board may appoint persons to
37 serve as Secretary and Treasurer of NORCOM, provided that such persons shall not be
38 Members of the Governing Board.

39 k. Staffing. The Executive Director shall assign agency staff to support the
40 Governing Board as he or she deems appropriate.

41 l. Meetings. The Governing Board shall meet not less than four (4) times
42 per year, at least once each calendar quarter, at a time and place designated by the Chair
43 of the Governing Board or by a majority of its Members. Not less than fourteen (14)
44 days advance notice of regular meetings shall be given. Special meetings may be called
45 by the Chair or any two (2) Members upon giving all other Members not less than seven
46 (7) days prior notice. In an emergency, the Governing Board may dispense with written

1 notice requirements for special meetings, but must, in good faith, implement best efforts
2 to provide fair and reasonable notice to all Governing Board Members. Members (or
3 alternates) may participate in meetings by telephone conference or other comparable
4 means.

5 m. Articles and Bylaws. Unless otherwise approved by Supermajority Vote of
6 the Governing Board, upon the request of any Member of the Governing Board, Robert’s
7 Revised Rules of Order shall govern any proceeding of the Governing Board.

8 n. Consultation with Joint Operating Board. It is the intent of this
9 Agreement to seek the active participation and advice of Participating Agencies in the
10 determination of NORCOM policies and management. To the extent practicable, all
11 items to come before the Governing Board shall have been previously subject to the
12 review, comment and recommendation of the Joint Operating Board and the Governing
13 Board shall consider such input from the Joint Operating Board in its deliberations.

14 o. Boundary Changes or Service Territory Changes. It is the responsibility
15 of each Participating Agency to provide reasonable advance notice to NORCOM of any
16 boundary changes, or service territory changes that may occur due to annexation, merger,
17 or other reason, so that NORCOM may accurately dispatch calls, accurately track calls
18 for service data and accurately assess User Fees to the Principal and may accurately
19 determine the weighting of votes of all Principals.

20 p. Merger of a Principal with another Principal Directly Served by
21 NORCOM. In the event a Principal annexes to another Principal, or becomes a member
22 agency of a Public Safety Interlocal Operation that is a Principal, and as a result of such
23 annexation or contractual action (collectively herein, “merger”), a public safety operation
24 (e.g. fire/EMS operation or police operation) of the “merged” Principal is no longer
25 Directly Served by NORCOM, then the “merged” Principal’s rights and obligations
26 under this Agreement (including its seat and voting rights on the Governing Board) with
27 respect to the merged public safety operation shall be assumed in full by the Principal
28 into which it has merged, including without limitation any amounts owed NORCOM for
29 services rendered or with respect to any borrowing program per Section 13. *Provided,*
30 *however,* that if a “merged” Principal retains a separate public safety operation that is
31 Directly Served by NORCOM, that Principal shall remain a Principal and shall retain all
32 its rights and obligations under this Agreement with respect to its Directly Served public
33 safety operation.

34
35 SECTION 7. JOINT OPERATING BOARD AND SERVICE BOARDS.
36 a. Creation and Membership. A Joint Operating Board is created to serve in
37 an advisory capacity to the Governing Board. The Joint Operating Board shall be
38 composed of the combined membership of the Police Service Board and Fire/EMS
39 Service Board.

40 i. Police Service Board. The Police Service Board shall consist of
41 the chief or his/her designee from each Principal and Subscriber
42 police department or equivalent agency or operation directly
43 receiving services from NORCOM

44 ii. Fire/EMS Service Board. The Fire/EMS Service Board shall
45 consist of the chief or his/her designee from each Principal and

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Subscriber with a Fire/EMS department or equivalent agency or operation directly receiving services from NORCOM. .
iii. Directly Served Agencies. To be eligible to have a Representative on either the Police Service Board or Fire/EMS Service Board, a Principal or Subscriber must be directly served by NORCOM. For example, if a city directly operates a police department but maintains a separate police dispatch operation, it would not have a seat on the Police Service Board; however, if such city's fire department were dispatched by NORCOM, the fire department would have a seat on the Fire/EMS Service Board. A city receiving police service under contract with another entity would not have seat on the Police Service Board. A city or fire district receiving fire service under contract with another entity would not have a seat on the Fire/EMS Service Board. If a city or fire district is part of a Public Safety Interlocal Operation providing fire/EMS service to its member agencies and said Operation is a Principal, then the city or district would not have a seat on the Fire/EMS Service Board as a result of such arrangement but the Public Safety Interlocal Operation would have a seat on the Fire/EMS Service Board, provided, however, that if such city's police department is directly served by NORCOM, the city would have a representative on the Police Service Board.

b. Board Representatives. Persons serving on either Service Board and as a result also serving on the Joint Operating Board are referred to as Representatives and shall serve without compensation from NORCOM.

c. Alternates. Representatives to the Boards may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies.

d. Powers. The Service Boards and the Joint Operating Board shall meet individually and together for the purpose of promoting interagency collaboration and cooperation, information sharing, development of proposed Agency operating policy and such other matters as the Governing Board may direct. The Joint Operating Board shall provide advice, information, and recommendations to either the Governing Board or the Executive Director.

e. Quorum. A majority of the members of each Service Board and the Joint Operating Board (or their alternates) shall constitute a quorum. Representatives may participate in meetings by telephone conference or other comparable means.

f. Voting. All actions and recommendations of the Service Boards and Joint Operating Board shall be approved by majority vote of those present and voting. Each person serving on such Boards shall have one vote. There will be no Weighted Voting.

g. Officers. The Joint Operating Board shall have two officers, a Chair and Vice-Chair. At all times one of these two officers must be a Fire/EMS Service Board Representative and the other must be a Police Service Board Representative. It will be the function of the Chair to preside at the meetings of the Joint Operating Board, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of the Joint Operating Board by majority vote of the

1 Representatives on the Joint Operating Board and shall serve for a one-year term.
2 Annually thereafter the Vice Chair shall assume the role of Chair and the Joint Operating
3 Board shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the
4 Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In
5 the event of a vacancy in the Vice-Chair position, the Joint Operating Board shall elect a
6 new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An
7 officer of the Joint Operating Board elected to fill the unexpired term of his or her
8 predecessor shall not be precluded from serving a full annual term of office following the
9 end of such unexpired term The Service Boards shall each annually elect a chair who
10 may or may not be an officer of the Joint Operating Board.

11 h. Staffing. The Joint Operating Board and Service Boards shall be staffed
12 by the Executive Director and such additional agency staffing as the Executive Director
13 may deem appropriate.

14 i. Meetings. The Joint Operating Board and each Service Board shall meet
15 not less than six (6) times per year, once every two (2) months, at a time and place
16 designated by the Chair of the Joint Operating Board or by a majority of its
17 Representatives. It is the intent of this provision that on each such meeting date the two
18 Service Boards shall each meet separately and then shall combine to meet as the Joint
19 Operating Board. Not less than fourteen (14) days advance notice of regular meetings
20 shall be given. Special meetings may be called by the Chair of the Joint Operating Board
21 or Representatives representing at least ten percent (10%) in number of the total seats on
22 the Joint Operating Board and upon giving all other Representatives not less than seven
23 (7) days prior notice of such meeting. In an emergency, the Joint Operating Board may
24 dispense written notice requirements for special meetings, but must, in good faith,
25 implement best efforts to provide fair and reasonable notice to all Representatives.
26

27 SECTION 8. PRINCIPALS ASSEMBLY. The legislative body of each Principal shall
28 annually appoint one of its members to represent the legislative body at the Principals
29 Assembly. The Principals Assembly shall be convened by the Governing Board for one
30 meeting each April. At the joint meeting of the Assembly and the Governing Board the
31 Executive Director shall present an annual report which report shall: (1) review the
32 activities of NORCOM for the previous calendar year; (2) present the work program and
33 significant events for the upcoming calendar year; (3) present a financial management
34 report for NORCOM; and (4) report on performance benchmarks of NORCOM activities.
35 Also at the Assembly, the Chair and Vice Chair of the Joint Operating Board shall
36 present the Joint Operating Board proposed budget policy for the upcoming budget. The
37 Principals' legislative representatives at the Assembly may vote to recommend changes
38 to the proposed budget policy, work program and performance measures program, and
39 may provide additional comment and question to the Governing Board. Voting by
40 Principals' legislative representatives shall be based on one-vote per Principal with a
41 simple majority vote of Principals represented at the meeting required to approve any
42 recommendation to be forwarded to the Governing Board. At the joint meeting of the
43 Principals Assembly and the Governing Board, the Governing Board shall conduct the
44 annual meeting for NORCOM as required by the bylaws and shall elect the Vice-Chair of
45 the Governing Board for the next year as provided in Section 6.j. The action and
46 deliberations of the Assembly shall be reported to the Governing Board no later than May

1 1 by written report prepared by or at the direction of the Executive Director. The actions
2 and recommendations of the Principals Assembly shall be advisory to the Governing
3 Board.

4
5 SECTION 9. EXECUTIVE DIRECTOR. The Governing Board shall be responsible for
6 the appointment and termination of the Executive Director, and shall request a
7 recommendation from the Joint Operating Board regarding any proposed hiring. The
8 Executive Director shall be responsible to the Governing Board and shall advise it from
9 time to time on a proposed budget and other appropriate matters in order to fully
10 implement the purposes of this Agreement. The Executive Director shall administer
11 NORCOM in its day-to-day operations consistent with the policies adopted by the
12 Governing Board. The Executive Director shall appoint persons to fill other staff
13 positions, subject to confirmation by the Governing Board as the Board may require.
14 Only the Governing Board shall be authorized to hire or retain legal counsel and
15 independent accountants and auditors. Other consultants may be designated in such
16 manner as the Governing Board may determine subject to Sections 5 and 6.

17
18 The Executive Director shall have experience in technical, financial and administrative
19 fields and his or her appointment shall be on the basis of merit only. The Executive
20 Director is an "at will" employee and may be terminated upon the Simple Majority Vote
21 of the Governing Board.

22
23 SECTION 10. PERSONNEL POLICY. The Joint Operating Board or the Executive
24 Director shall, as necessary from time to time, submit to the Governing Board a proposed
25 Agency personnel policy for the Governing Board's approval, rejection or modification;
26 provided that the Executive Director shall first submit any such proposed policies to the
27 Joint Operating Board for its review and comment. All modifications or revisions to
28 personnel policies must have the final approval of the Governing Board.

29
30 SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION. The
31 Executive Director shall actively and continuously consider and evaluate all means and
32 opportunities toward the enhancement of operational effectiveness of emergency services
33 so as to provide maximum and ultimate benefits to the members of the general public.
34 The Executive Director shall present his or her recommendations to the Joint Operating
35 Board and Governing Board from time to time.

36
37 SECTION 12. BUDGET; USER FEE FORMULA; PAYMENT OF USER FEES;
38 DELINQUENCIES; RESERVE FUNDS.

- 39 a. Budget Fiscal Year. NORCOM budget fiscal year shall be either the
40 calendar year, or two calendar years as the Governing Board may determine.
41 b. Budget Policy Direction. The Executive Director shall present a proposed
42 outline of the policy approach to the budget for the upcoming budget to the Joint
43 Operating Board by February 1 for its review and recommendation. By March 15, the
44 Joint Operating Board shall transmit its proposed budget policy to all Principals. As
45 provided in Section 8, the representatives at the Principals Assembly shall provide review
46 and comment on the Joint Operating Board proposed budget policy, and the Assembly's

1 input shall be reported to the Governing Board by May 1. The Governing Board shall
2 adopt a budget policy for the upcoming budget by June 1.

3 c. Budget Approval. The Executive Director shall develop the proposed
4 operating budget based on the Governing Board's approved budget policy direction. The
5 Executive Director shall present a proposed budget to the Joint Operating Board on or
6 before July 1 for its review and recommendation. The proposed budget, together with all
7 comments from the Joint Operating Board regarding the budget, shall be transmitted to
8 the Governing Board by the Executive Director on or before August 1 and approved by
9 the Governing Board no later than August 30. Thereafter and in no event later than
10 September 5, Participating Agencies shall be advised on the programs and objectives as
11 contained in the proposed budget, of any changes in the User Fee formula, and of the
12 required financial participation for each Principal and Subscriber for the following year.
13 Upon approval by the legislative authorities of each Principal and Subscriber of their
14 respective allocation for NORCOM's budget and upon verification of such approval to
15 NORCOM, the Governing Board shall, after a public hearing, adopt its final budget for
16 the following year. Any Principal not approving its full budget allocation shall be
17 automatically converted to Subscriber status effective the first day of the next budget year
18 (whether biennial or annual) and subject to penalty as described in Section 15.

19 d. User Fee Formula. As part of the budget deliberations the Joint Operating
20 Board shall make recommendations regarding User Fee formula(e) to the Governing
21 Board, and the Governing Board shall either continue the existing User Fee formula(e)
22 or adopt new User Fee formula(e). Although initially set forth as an Appendix to this
23 Agreement, it is anticipated that the User Fee formula(e) may be changed from time to
24 time as part of the budget process, and that any such changes must be approved by
25 Supermajority Vote of the Governing Board in accordance with Section 6.i. The User Fee
26 formula(e) for Principals may be different from that for Subscribers. Unless otherwise
27 provided in the final adopted budget, any revenue attributable to a premium paid by
28 Subscribers as compared to Principal as a result of the use of different User Fee Formulas
29 for Subscribers shall be deposited upon receipt to NORCOM reserve funds, with the
30 specific allocation to each reserve fund designated by the Board as part of the budget
31 process. It is expressly contemplated that Participants may become subject to
32 differential user fees over time based upon the benefit conferred to such agencies.

33 e. Payment of User Fees. User Fees shall be payable by Principals quarterly
34 no later than January 15, April 15, July 15 and October 15 of each year. Contracts with
35 Subscribers for services will provide for quarterly payment of User Fees on the same
36 dates each year.

37 f. Delinquencies. Interest on User Fees not paid when due shall begin
38 accruing interest immediately at the Federal Prime Rate as of the date the payment was
39 originally due, plus 3% per year. NORCOM shall, within seven (7) days of the due date,
40 send notice to any delinquent Principal and provide a 60-day cure period from the
41 original due date of the payment. If such User Fees and interest penalties are not paid in
42 full within 60 days of the original due date, then the Principal delinquent in payment of
43 User Fees shall upon such 60th day be deemed immediately converted to the status of a
44 Subscriber and subject to penalty as described in Section 15. In the event a Principal
45 converted to Subscriber status by non-payment of fees shall not have paid in full all User
46 Fees and interest owing by six (6) months after the original due date, then the Governing

1 Board may terminate provision of NORCOM services to said former Principal, but the
2 termination of services shall not absolve the Subscriber of its obligation to pay all User
3 Fees past due, together with interest.

4 g. Terms of Subscriber Contracts. Subscriber contracts shall include terms
5 consistent with these delinquency provisions, that is, interest shall accrue on delinquent
6 payments at the same rate as provided herein, and service may be terminated if fees and
7 interest are not paid in full within six months.

8 h. Reserve Funds. The Governing Board shall establish both an Operating
9 Contingency Reserve Fund and a Capital Equipment Replacement Fund and shall call for
10 funding of such reserves in each budget at a level the Governing Board determines
11 appropriate. The goal of the Operating Contingency Reserve Fund is to ensure operating
12 funds are on hand to reasonably address unforeseen operating contingencies. The
13 purpose of the Capital Equipment Replacement Fund is to minimize large increases in
14 User Fees from year to year resulting from acquisition or replacement of capital, and to
15 fund the timely replacement of aging technology, equipment and systems.

16 i. NORCOM 2007 and 2008 Budgets and User Fees. Notwithstanding the
17 requirements in this Agreement regarding approval of Budgets and User Fees to the
18 contrary, the following terms and conditions will apply with respect to the budgets and
19 User Fees for NORCOM in 2007 and 2008:

20 i. 2007 Budget and User Fees. The budget for NORCOM for
21 calendar year 2007 shall be adopted substantially as set forth in
22 **Exhibit B**, subject to amendment as a result of any grants or other
23 funding awarded to NORCOM. The Governing Board shall
24 calculate the User Fees for 2007 based on this Exhibit B and
25 applying the User Fee Formula Set forth in **Appendix A-1** (User
26 Fees during the Transition Period). The Governing Board shall
27 issue notice to all Participants on or before November 15, 2007, of
28 the User Fees payable in 2007 by Participants. Such User Fees
29 shall be payable on or before December 1, 2007, and shall be
30 subject to such delinquency and other penalties as otherwise
31 provided in Sections 12 and 15.

32
33 ii. 2008 Budget and User Fees. The budget for NORCOM for
34 calendar year 2008 shall be adopted substantially as set forth in
35 **Exhibit C**, subject to amendment as a result of any grants or other
36 funding awards to NORCOM. The Governing Board shall
37 calculate the User Fees for 2008 based on this **Exhibit C** and
38 applying the User Fee Formula Set forth in **Appendix A-1** (User
39 Fees during the Transition Period), shall issue notice to all
40 Participants on or before November 15, 2007, of the User Fees
41 payable in 2008 by Participants. Such User Fees shall be payable
42 quarterly and subject to such delinquency and other penalties as
43 otherwise provided in Sections 12 and 15.

44 j. The City of Kirkland shall serve as fiscal agent for NORCOM until such
45 time as the Governing Board appoints a successor fiscal agent. The City

1 shall be entitled to reasonable compensation from NORCOM for provision
2 of this service.
3

4 SECTION 13. ISSUANCE OF OBLIGATIONS IN SUPPORT OF NORCOM.

5 a. NORCOM shall not have the power to issue obligations or to incur debt.
6 However, it is anticipated that NORCOM may require capital funding from time to time
7 to support facilities, technology and equipment needs. One or more Principals may issue
8 obligations to provide for NORCOM’s capital funding needs and all Principals shall be
9 required to participate equitably in providing for the repayment of those obligations when
10 requested to do so by a Supermajority Vote of the Governing Board in accordance with
11 Section 6.i. It is expressly contemplated that Participants may become subject to
12 differential user fees over time based upon the benefit conferred to such agencies. Such
13 requests for participation in a borrowing program shall be conveyed in writing to each
14 Principal, together with the proposal allocation of responsibility as between Principals. If
15 a Principal elects not to participate as requested by the Governing Board, it may within
16 45 days of receiving the request propose in writing to the Governing Board an alternative
17 means of supporting the proposed debt program. The Board may accept, reject or modify
18 the proposal and shall re-issue notice to all Principals of its decision. If a Principal does
19 not participate as requested by the Governing Board in the borrowing program (either
20 through the initial proposed participation or through an alternative means of support that
21 is accepted by the Governing Board), then such Principal shall be converted to the status
22 of a Subscriber effective as of the last date on which all other participating Principals
23 have taken final action to approve their participation in the borrowing program, and
24 subject to penalty as described in Section 14, or such later date as the Board may
25 determine.

26 b. Each Principal’s participation in a borrowing program shall be integrated
27 into User Fees consistent with Section 12.(d) and Appendix A to ensure that amounts are
28 collected each year from Principals and Subscribers sufficient to repay each Principal’s
29 obligations in support of a NORCOM borrowing program on a timely basis.

30 c. For as long as any obligations issued by a Participant or other entity
31 pursuant to an approved NORCOM borrowing program are payable from NORCOM’s
32 pledge of the debt service portion of User Fees, NORCOM irrevocably pledges to
33 impose and take all reasonable action to collect all Participants’ User Fees and
34 amounts due from former Participants in amounts sufficient to make timely payments to
35 the issuer of those obligations, together with coverage and other amounts pledged to be
36 collected with respect to the obligations.

37 d. Each Principal irrevocably covenants that it shall establish, maintain and
38 collect taxes, rates, fees or other charges at levels adequate to provide revenues
39 sufficient to enable the Principal to make the payments of User Fees required to be
40 made under this Agreement, and that if the Principal converts to a Subscriber status
41 under Section 15 or withdraws its membership or is terminated under Section 19, that
42 Principal shall nevertheless continue to be obligated to pay its allocable share of the
43 debt service portion of User Fees with respect to the NORCOM Obligations issued
44 prior to the date that the Principal so converts or withdraws or is terminated from the
45 Agreement. Each Principal hereby acknowledges that this covenant may be relied upon
46 by owners of obligations issued for on or behalf of NORCOM, and that these
47 covenants represent an irrevocable pledge to pay such User Fees as NORCOM may
48 impose in amounts sufficient to pay its share of the debt service on those obligations.

1 e. To meet the requirements of United States Securities and Exchange
2 Commission ("SEC") Rule 15c2-12(b)(5) (the "Rule") as applicable to a participating
3 underwriter for obligations issued for or on behalf of NORCOM, each Principal that
4 may be deemed to be an "Obligated Person" under the Rule shall make a written
5 disclosure undertaking for the benefit of holders of the obligations and provide
6 certificates or verifications all as may be reasonably requested by an issuer of
7 obligations for or on behalf of NORCOM.

8 f. Each Principal further covenants that it will take all actions necessary to
9 prevent interest on obligations issued for or on behalf of NORCOM from being
10 included in gross income for federal income tax purposes, and it will neither take any
11 action nor make or permit any use of proceeds of those obligations or other funds
12 treated as proceeds of those obligations at any time during the term of those obligations
13 that will cause interest on those obligations to be included in gross income for federal
14 income tax purposes.

15 g. NORCOM shall ensure that Subscriber service contracts include
16 covenants substantially equivalent to those contained in subparagraphs (d) through (f),
17 as applicable, provided that a Subscriber's obligation to pay through User Fees its
18 allocable share of debt service on NORCOM Obligations shall not extend past the
19 termination or expiration of its applicable service contracts.

20 h. The provisions of this section shall survive the expiration or termination
21 of this Agreement.

22
23 SECTION 14. TRANSFER OF ASSETS TO NORCOM; FUTURE ASSET
24 ACQUISITIONS.

25 a. In order to reduce the cost of starting up a new consolidated emergency
26 communications services dispatch operation, NORCOM will acquire from Bellevue and
27 Kirkland certain assets currently used by these cities in their respective dispatch
28 operations. These assets will be acquired by NORCOM at prices based on a straight-line
29 depreciation of the value of the assets at the time of acquisition. The timing of acquisition
30 of the equipment will be such as will facilitate both the timely start-up of NORCOM
31 services and transition of dispatch service provision from these city dispatch operations to
32 NORCOM. Bellevue and Kirkland shall be repaid for their contribution of assets by
33 NORCOM over a period of not to exceed seven (7) years. Bellevue and Kirkland
34 through payment of NORCOM User Fees shall be subject to payment of their respective
35 portions of these contributed asset costs as are all other Participants under the then
36 applicable User Fee Formula. The Governing Board may approve such other asset
37 transfer or acquisitions, to be repaid by NORCOM over time, with such terms of
38 repayment as the Board may determine.

39 b. Acquisition of assets, equipment, real or personal property valued at over
40 \$500,000 shall require approval of a Supermajority Vote of the Governing Board.

41 c. It is expressly contemplated that Participants may pay differential User
42 Fees depending upon the benefit conferred to such agencies from the assets to be
43 acquired.

44
45 SECTION 15. CONVERSION OF STATUS OF PARTICIPATING AGENCIES,
46 ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF
47 ADDITIONAL SERVICE TO PRINCIPALS.

48 a. As described in Sections 12.c, 12.f and 13 hereof, a Principal may be
49 converted to Subscriber for: failure to approve its share of the budget; for nonpayment or

- 1 delinquency in payment of User Fees; or for failure to participate in a manner approved
- 2 by the Governing Board in an approved borrowing obligation program. On the date of
- 3 such conversion, said former Principal shall:
- 4 i. lose its representation on the Governing Board;
- 5 ii. lose its right to receive a share of NORCOM assets upon dissolution of
- 6 NORCOM;
- 7 iii. become subject to payment of User Fees in accordance with the then
- 8 applicable User Fee formula for Subscribers; and
- 9 iv. be bound by the terms of the then current Subscriber service contract.

10 The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of
11 its obligations to NORCOM.

12 b. A Principal may alternately elect to convert to Subscriber status effective
13 the first day of the next budget year (whether NORCOM is operating under an annual or
14 biennial budget) by giving notice of its intent to the Governing Board not less than nine
15 (9) months in advance of such effective date. Such conversion shall be effective as
16 proposed without further action of the Governing Board, barring any basis for
17 terminating the Principal and action thereon by the Governing Board.

18 c. A governmental entity otherwise meeting the qualifications of a Principal
19 in Section 3.n hereof may be admitted to NORCOM upon Supermajority Vote of the
20 Governing Board as required under Section 6.i. Similarly, a Subscriber may apply to the
21 Governing Board to be converted to Principal status. As a condition of becoming a
22 Principal, whether by conversion or new admission, the Governing Board may require
23 payment or other contributions or actions by the new Principal as the Governing Board
24 may deem appropriate, and may set such start date for service as it deems appropriate, it
25 being the intention of this provision that the addition of new Principals shall not cause
26 pre-existing Participants to incur additional cost.

27 d. The determination of whether to accept new Subscribers shall be made by
28 the Governing Board in a manner similar, and subject to such terms and conditions, as
29 that for accepting new Principals, it being the intention that the addition of new
30 Subscribers shall not cause pre-existing Participants to incur additional cost.

31 e. A Principal wishing to receive service from NORCOM for an operating
32 department in addition to a department already served by NORCOM may make
33 application to the Governing Board in the same manner as, and be subject to such
34 conditions and approvals as the Governing Board may deem appropriate for, an entity
35 seeking admission as a new Principal.

36
37 SECTION 16. CONTRACTS AND SUPPORT SERVICES. The Governing Board or
38 the Executive Director with advice of the Joint Operating Board shall as necessary
39 contract with appropriate local governments or other third parties for the use of space for
40 its operations, and for staff and auxiliary services including, but not limited to, records,
41 payroll, accounting, purchasing and data processing.

42
43 SECTION 17. RETAINED POWERS OF PARTICIPATING AGENCIES. Each
44 Participating Agency shall retain the responsibility and authority for its operational
45 departments and for such equipment and services as are required at its place of operation
46 to interconnect to NORCOM's operations. Interconnecting equipment and services

1 necessary to the provision of authorized NORCOM services may be funded through
2 NORCOM's budget and operational programs.

3
4 SECTION 18. INVENTORY AND PROPERTY. Equipment and furnishings for
5 NORCOM's operation shall be acquired as provided by law. If any Participating Agency
6 provides equipment or furnishings for NORCOM's use, title to the same shall rest with
7 the respective local entity unless that equipment or furnishing is acquired by NORCOM.
8 The Executive Director shall maintain and annually update an inventory of equipment
9 and furnishings owned by, leased or temporarily assigned to NORCOM, and the values
10 thereof. In event of dissolution or termination of NORCOM, assigned or loaned items
11 shall be returned to the lending entity and all other items or funds derived from the sale
12 thereof shall be distributed to Principals as described in Section 20.

13
14 SECTION 19. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

15 a. Any Principal may withdraw its membership and terminate its participation
16 in this Agreement after the Initial Term by providing written notice and serving that
17 notice on the NORCOM Governing Board on or before December 31 in any year. After
18 providing appropriate notice as provided in this section, that Principal's membership
19 withdrawal shall become effective on the last day of the calendar year following delivery
20 and service of appropriate notice to all other Principals.

21 b. Notwithstanding the foregoing, a Principal may be terminated at any time
22 by action of the Governing Board for delinquencies of at least six (6) months in payment
23 of User Fees and interest per Section 12.f.

24 c. Time is of the essence in giving notice of termination and/or withdrawal.

25 d. A terminating and/or withdrawing Principal is deemed to forfeit any and
26 all rights it may have to NORCOM's personal or real property, or any other ownership in
27 NORCOM, unless otherwise provided by the Governing Board; provided further that this
28 forfeit of rights shall not apply to personal property on loan to NORCOM from the
29 terminating or withdrawing Principal.

30 e. The termination and/or withdrawal of a Principal shall not discharge or
31 relieve any Principal of its obligations to NORCOM.

32 f. Subscriber service contracts entered into by NORCOM shall provide for
33 similar notice and conditions for termination and withdrawal as for Principals.

34 g. A Governing Board Member representing a Principal that (1) has given
35 notice of withdrawal, or (2) has been terminated by vote of the Governing Board which
36 termination is effective at a future date, shall be authorized to cast votes at the Governing
37 Board only on budgets items to be implemented prior to the withdrawal or termination
38 date. A withdrawing or terminating Principal will be excused from participating in a
39 borrowing program approved per Section 13 where the debt instruments in support of that
40 program will not be issued until after the Principal is withdrawn or terminated, provided
41 that the withdrawing or terminating Principal is not authorized to vote on such borrowing
42 program.

43
44 SECTION 20. AMENDMENT OF AGREEMENT. This Agreement may be amended
45 upon approval of a Supermajority Vote of the Governing Board in accordance with
46 Section 6.i, except that any amendment affecting the terms and conditions of membership

1 on the Governing Board or voting rights of Governing Board members shall require
2 consent of the legislative authorities of all Principals. This section shall not be construed
3 to require unanimous consent for the addition of a new Principal or agreement to serve an
4 additional agency or department of a Principal.

5
6 SECTION 21. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

7 a. After the Initial Term and upon the Simple Majority Vote of a majority of
8 the then remaining Principals, this Agreement may be terminated by direction of the
9 Governing Board to wind up business by a specified date which date shall be at least one
10 (1) year from the date of the vote to terminate. Upon the final termination date, this
11 Agreement shall be fully terminated.

12 b. Upon termination of this Agreement, all property acquired during the life
13 of the Agreement remaining in ownership of NORCOM shall be disposed of in the
14 following manner:

- 15 i. All real and personal property purchased pursuant to this
16 agreement and all unexpended funds or reserve funds, net of all
17 outstanding Agency liabilities, shall be distributed to those
18 Principals still participating in NORCOM on the day prior to
19 the termination date and shall be apportioned between
20 Principals based on the ratio that the average of each
21 Principals' paid User Fees over the preceding five years bears
22 to the total of all then remaining Principals' user fees paid
23 during such five-year period.
- 24 ii. In the event outstanding liabilities of NORCOM exceed the
25 value of personal and real property and funds on hand, all
26 Principals shall contribute to such liabilities in the same
27 manner as which they would share in the distribution of
28 properties and funds.

29 c. Notwithstanding the foregoing, in the event of withdrawal or termination
30 of Principals such that not more than three (3) Principals remain party to this Agreement,
31 then the Agreement shall terminate one (1) year from the first date that only three (3)
32 Principals remain.

33
34 SECTION 22. DISPUTE RESOLUTION

35 a. Whenever any dispute arises between the Principals or between the
36 Principals and NORCOM (referred to collectively in this section as the "parties") under
37 this Agreement which is not resolved by routine meetings or communications, the parties
38 agree to seek resolution of such dispute by the process described in this section, which
39 shall also be binding on Subscribers.

40 b. The parties shall seek in good faith to resolve any such dispute or concern
41 by meeting, as soon as feasible. The meeting shall include the Chair of the Governing
42 Board, the Executive Director, and the representative(s) of the Principal(s), if a
43 Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if
44 a Subscriber(s) is involved in the dispute.

45 c. If the parties do not come to an agreement on the dispute or concern, any
46 party may demand mediation through a process to be mutually agreed to in good faith

1 between the parties within 30 days, which may include binding or nonbinding decisions
2 or recommendations. The mediator(s) shall be individuals skilled in the legal and
3 business aspects of the subject matter of this Agreement. The parties shall share equally
4 the costs of mediation and assume their own costs.

5 d. If the mediation process cannot be agreed upon with 30 days, or if all parties
6 subject to the dispute agree within 30 days to proceed immediately to arbitration, then the
7 dispute or concern shall be settled by binding arbitration in accordance with Rules of the
8 American Arbitration Association and Mediation Service, or other agreed upon
9 arbitration rules. The location of the arbitration shall be mutually agreed, and its
10 proceedings will be governed by the laws of Washington. The arbitrator(s) shall be
11 individual(s) skilled in the legal and business aspects of the subject matter of this
12 Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s),
13 provided, however, that no party shall be obliged to pay more than its own costs and the
14 cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator
15 and the third arbitrator, if there are three arbitrators. Judgment upon award rendered by
16 the arbitrator(s) shall be entered in King County Superior Court.

17
18 SECTION 23. INTERGOVERNMENTAL COOPERATION. NORCOM shall
19 cooperate with local, state and federal governmental agencies in order to maximize the
20 utilization of grant funds for equipment and operations and to enhance the effectiveness
21 of public safety dispatch and public safety records operations and to minimize costs of
22 said public service delivery.

23
24 SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

25 a. Each Principal shall defend, indemnify and hold other Principals, their
26 officers, officials, employees, agents and volunteers harmless from any and all claims,
27 injuries, damages, losses or suits including attorney fees, arising out of that Principal's
28 acts or omissions in connection with the performance of its obligations under this
29 Agreement, except to the extent the injuries or damages are caused by another Principal,

30 b. Each Principal shall defend, indemnify and hold NORCOM and its
31 officers, officials, employees and volunteers harmless from any and all claims, injuries,
32 damages, losses or suits including attorney fees, arising out of that Principal's acts or
33 omissions in connection with the performance of its obligations under this Agreement,
34 except to the extent the injuries and damages are caused by NORCOM.

35 c. Should a court of competent jurisdiction determine that this Agreement is
36 subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily
37 injury to persons or damages to property caused by or resulting from the concurrent
38 negligence of a party hereto and NORCOM, its officers, officials, employees, and
39 volunteers, the party's liability hereunder shall be only to the extent of the party's
40 negligence. It is further specifically and expressly understood that the indemnification
41 provided herein constitutes the party's waiver of immunity under Industrial Insurance
42 Title 51 RCW, solely for the purpose of this indemnification. This waiver has been
43 mutually negotiated by the parties. The provisions of this section shall survive the
44 expiration or termination of this Agreement.

45 d. Each party shall give the other parties proper notice of any claim or suit
46 coming within the purview of these indemnities. The indemnitor will assume the defense

1 of any claim, demand or action against such indemnitees and will, upon the request of the
2 indemnitees, allow the indemnitees to participate in the defense thereof, such
3 participation to be at the expense of the indemnitees. The indemnitees will in any case
4 cooperate fully with the indemnitor in the defense and will, at their expense, provide all
5 relevant documents, witnesses and other assistance within their possession or control
6 upon the reasonable request of the indemnitor. Settlement by the indemnitees without the
7 indemnitor's prior written consent shall release the indemnitor from the indemnity as to
8 the claim, demand or action so settled. Termination of this Agreement, a Principal's
9 withdrawal from NORCOM, or a Principal's conversion to Subscriber status, shall not
10 affect the continuing obligations of each of the parties as indemnitors hereunder with
11 respect to those indemnities and which shall have occurred prior to such termination.

12 SECTION 25. INSURANCE. NORCOM shall obtain and provide insurance, to the
13 extent practicable, against loss or liability for the actions of NORCOM's Governing
14 Board, Joint Operating Board, Police Service Board, Fire/EMS Service Board, Executive
15 Director and staff. To the extent practicable, all Participating Agencies shall be named as
16 additional insureds on any policy, including pool insurance.

17
18 SECTION 26. NOTICE. Notices required to be given to NORCOM under the terms of
19 this Agreement shall be directed to the following unless all parties are otherwise notified
20 in writing:

21 Chair, NORCOM Governing Board
22 c/o his/her Principal agency's address
23

24 Notices to Principals or Subscribers, Members or Representatives required hereunder
25 may be given by mail, overnight delivery, facsimile, telegram, email (with confirmation
26 of transmission) or personal delivery. Any Principal wishing to change its mail or email
27 address shall promptly notify the Chair of the Governing Board. Notice or other written
28 communication shall be deemed to be delivered at the time when the same is postmarked
29 in the mail or overnight delivery services, sent by facsimile with confirmation of
30 transmission, sent by telegram, or received by personal delivery.

31
32 SECTION 27. VENUE. The venue for any action related to this Agreement shall be in
33 the Superior Court in and for King County, Washington at Seattle.

34
35 SECTION 28. FILING: As provided by RCW 39.34.040, this Agreement shall be filed
36 prior to its entry in force with the clerks of each Principal, the King County Department
37 of Records and Elections, the Secretary of State, and such other governmental agencies as
38 may be provided by law.

39
40 SECTION 29. NO THIRD PARTY BENEFICIARIES. There are no third-party
41 beneficiaries to this agreement. No person or entity other than a party to this agreement
42 shall have any rights hereunder or any authority to enforce its provisions, and any such
43 rights or enforcement must be consistent with and subject to the terms of this agreement.
44

1 SECTION 30. SEVERABILITY. The invalidity or any clause, sentence, paragraph,
2 subdivision, section or portion of this agreement shall not affect the validity of the
3 remainder of the Agreement.

4
5 SECTION 31. REPEALER AND RATIFICATION. All prior acts taken by the
6 Principals consistent with this Agreement are hereby ratified and confirmed.

7
8 SECTION 32. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE. This
9 Agreement and any amendments thereto, shall be executed on behalf of each Principal by
10 its duly authorized representative and pursuant to an appropriate motion, resolution or
11 ordinance. The Agreement may be executed in any number of counterparts, each of
12 which shall be an original, but those counterparts will constitute one and the same
13 instrument. The agreement shall be deemed adopted and effective on November 1, 2007,
14 subject to prior filing of same as required by Section 27 hereof, and further subject to the
15 agreement having been executed on or prior to such date by: (1) Principals with fire/EMS
16 operations which operations cumulatively received not less than eighty five percent
17 (85%) of the total calls for fire/EMS service in King County Emergency Management
18 Zone 1 in 2006, with such Principals having also executed an Initial Election to Receive
19 Emergency Service Communications in the form of Exhibit A for their respective
20 Fire/Emergency medical services operations; and (2) the Cities of Bellevue, Kirkland and
21 Mercer Island with such cities having also executed an Initial Election to Receive
22 Emergency Service Communications in the form of Exhibit A for their respective police
23 operations.

24
25 IN WITNESS WHEREOF, this Agreement has been executed by each Principal
26 on the date set forth below:

27
28
29 CITY OF BELLEVUE

30  _____ Date 10/18/2007

31 City Manager
32
33 CITY OF KIRKLAND

34  _____ Date 10/19/07

35 City Manager
36
37
38 CITY OF MERCER ISLAND

39  _____ Date 10-19-2007

40 City Manager
41
42

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2 CITY OF MEDINA

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4 _____
City Manager

_____ Date

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6

7 CITY OF CLYDE HILL

8

9 _____
City Manager

_____ Date

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13 WOODINVILLE FIRE & LIFE SAFETY

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17 _____
Fire Chief

_____ Date

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21 SHORELINE FIRE

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25 _____
Fire Chief

_____ 10/19/2007
Date

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27

28 NORTSHORE FIRE

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30

31 _____
Fire Chief

_____ 10-19-07
Date

32

33 KING COUNTY FIRE DIST 27

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37 _____
Board Chair

_____ Date

38

39 CITY OF BOTHELL

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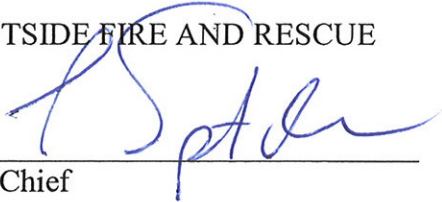
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City Manager

_____ Date

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EASTSIDE FIRE AND RESCUE

Fire Chief



Date

10/19/07


KING AND KITTITAS COUNTIES
FIRE DISTRICT 51

Fire Chief

Date

KING COUNTY FIRE DIST 45

~~Board Chair~~ Fire Chief



Date

10/19/07

City of Snoqualmie

Mayor

Date

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City Manager _____

Date _____

CITY OF MEDINA

City Manager _____

Date _____

CITY OF CLYDE HILL

City Manager _____

Date _____

WOODINVILLE FIRE & LIFE SAFETY

Fire Chief _____

Date _____

SHORELINE FIRE

Fire Chief _____

Date _____

NORTHSHORE FIRE

Fire Chief _____

Date _____

KING COUNTY FIRE DIST 27

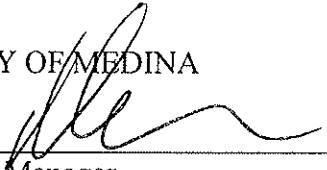
Chris Connor
Fire Chief _____

10/23/2007
Date _____

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City Manager

Date

CITY OF MEDINA


City Manager

Date
10/23/07

CITY OF CLYDE HILL

City Manager

Date

WOODINVILLE FIRE & LIFE SAFETY

Fire Chief

Date

SHORELINE FIRE

Fire Chief

Date

NORTHSHORE FIRE

Fire Chief

Date

KING COUNTY FIRE DIST 27

Board Chair

Date

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CITY OF MERCER ISLAND

City Manager

Date

CITY OF MEDINA

City Manager

Date

CITY OF CLYDE HILL



Mayor, George S. Martin

10/23/07

Date

WOODINVILLE FIRE & LIFE SAFETY

Fire Chief

Date

SHORELINE FIRE

Fire Chief

Date

NORTHSHORE FIRE

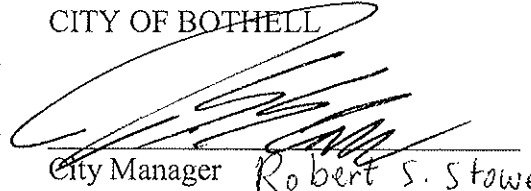
Fire Chief

Date

KING COUNTY FIRE DIST 27

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CITY OF BOTHELL


City Manager Robert S. Stowe

Oct. 25, 2007
Date

EASTSIDE FIRE AND RESCUE

Fire Chief

Date

KING AND KITTITAS COUNTIES
FIRE DISTRICT 51

Fire Chief

Date

KING COUNTY FIRE DIST 45

Board Chair

Date

City of Snoqualmie

Mayor

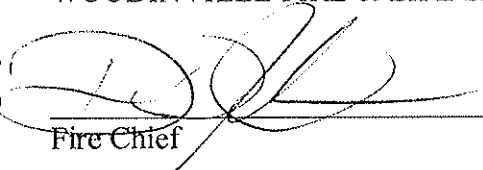
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25 SHORELINE FIRE
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29 Fire Chief Date
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32 NORTSHORE FIRE
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35 Fire Chief Date
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37 KING COUNTY FIRE DIST 27
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41 Board Chair Date
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11 Fire Chief
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14 KING AND KITTITAS COUNTIES
15 FIRE DISTRICT 51
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19 Fire Chief
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Date

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22 KING COUNTY FIRE DIST 45
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26 Board Chair
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Date

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30 City of Snoqualmie
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34 Mayor
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Date 10/25/07

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Fire Chief

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14 KING AND KITTITAS COUNTIES

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19 Fire Chief

Date

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22 KING COUNTY FIRE DIST 45

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Board Chair

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EXHIBIT A

Initial Election to Receive Emergency Service Communications from NORCOM

All Principals shall complete and submit this document to NORCOM upon execution of the Agreement.

The undersigned, as party to the NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT DATED AS OF NOVEMBER 1, 2007, (the "Agreement") and a Principal in NORCOM hereby confirms that it elects to receive from NORCOM emergency service communications as defined in the Agreement, for its

Police department/operation

Fire/Emergency Medical Services department/operation

as and when such service becomes available in accordance with the Agreement.

Contact information for the elected department/operation(s) is set forth below

Signed this 18th day of October, 2007.

Principal: City of Bellevue

By: 
Its: City Manager

Contact Information for Served department/operation(s) (Name, Title, Address, Phone and e-mail):

Steve Sarkozy, City Manager
City of Bellevue
PO Box 90012
Bellevue WA 98009-9012
Ph: (425)452-4225
e-mail: ssarkozy@bellevuewa.gov

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EXHIBIT B
2007 NORCOM BUDGET

NORCOM Transition Budget

2007	
Labor Negotiations	\$50,000
Executive Director Search	\$20,000
Executive Director	\$40,000
Technology RFP and contract negotiations	\$100,000
TOTAL	\$210,000

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EXHIBIT C
NORCOM 2008 BUDGET

2008	
Executive Director Salary	\$160,000
Technology Project Manager	\$115,000
CAD, RMS, and Mobile System Administration 3.0 FTE (assumes 6 mos)	\$150,000
Back-Up System Administrator (assumes 6 mos)	\$50,000
Capital Reserve	\$250,000
Facility Modifications	\$100,000
Total 2008	\$825,000

EXHIBIT D

North East King County
Regional Public Safety Communication Center Initiative

Statement of Operating Value and Principles

As approved by Steering Committee 9-16-05

The **Core Mission** of the *North East King County Public Safety Communication Agency* is to provide high quality emergency service communications to the public for emergency medical services, fire and police. We will carry out this mission by receiving calls for service; dispatching resources in response to such calls; tracking and coordinating information flow and resources to assist responders; initiating records for all emergency events; and enhancing effectiveness, efficiency, coordination and interoperability of emergency service providers.

The **Core Values** of the Agency are:

1. **Deliver Excellent Service to the Public:** We shall meet all regional and national standards in the delivery of public safety communications services. *Be outstanding.*
2. **Provide a Good Value:** We will provide effective service while using resources wisely. *Be efficient.*
3. **Customer Service:** We shall provide the best possible service to the public, to member and subscriber agencies, and to other public safety service providers. The Agency shall actively listen to customers, anticipate their needs, and exceed their expectations. *Be responsive.*
4. **Participatory Governance:** We will give all participating agencies, whether principals or subscribers, a meaningful voice in the operating decisions of the Agency. Agency employees shall be treated with respect and empowered to contribute to the success of the Agency. We will make decisions by consensus whenever possible, involving all parties. *Work together.*
5. **Promote Interagency Collaboration, Communication and Interoperability:** We will operate in ways to enhance and promote these values by working for the good of everyone, not just those served by our Agency. We will be good neighbors. *Be open.*
6. **Consider the Future:** We will continuously identify public and customer needs and changes in the public safety environment. We will be willing to

1 bring in new partners or assume new responsibilities over time, if doing so is
2 consistent with the Core Mission. *Be innovative.*

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Initial Operating Principles shall be to:

- A. Operate in a way that is accountable and transparent to the public and participating agencies.
- B. Govern the Agency through a board on which all principals have a voice and a vote.
- C. Make operational decisions primarily through the use of two operational boards, one for Police, one for Fire / Emergency Medical Services. Both boards shall meet regularly, together and separately.
- D. Seek to understand and address the unique needs of Police, Fire and EMS agencies as well as the disparate needs of small and large agencies. We will strive to address these needs equitably in all operating and financial decisions.
- E. Work to attract and retain a high quality workforce. Our workers will be empowered and trusted to make decisions, trained to have a superb understanding of the jurisdictions and territories they serve, and highly trained to understand the needs of the public and all public safety agencies served by the Agency.
- F. Manage peaks in demand and maintain service standards.
- G. Employ rigorous quality control and reporting practices.
- H. Manage Agency budgets to control or reduce costs.
- I. Provide fee stability by minimizing large changes in capital expenditures and user operating fees from year to year.
- J. Adopt fees and charges that encourage effective and efficient use of agency resources; recognizes both the benefits of access to system capacity as well as actual system usage; addresses the need for continuous investment through capital reserves and contingency funds; and recognizes the different system usage characteristics of police and fire/EMS agencies.

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Appendix A to Interlocal Agreement

User Fee Formulas

User Fees are to be paid quarterly per Section 12.e of the Agreement, each January 15, April 15, July 15 and October 15. The attached fee formulas derive the total User Fees due in any "Fee Period."

User Fees are calculated and charged separately for each emergency communications service provided; that is, a Principal or Subscriber that has elected to receive Emergency Communications Services from NORCOM for both Police and Fire/EMS agencies will pay one User Fee for service to its Police agency and one User Fee for service to its Fire/EMS agency. A Principal that has elected to receive only police or Fire/EMS Emergency Communications Service from NORCOM only pays a User Fee for the service so received.

The **Transition Period** is the time period beginning on the date which NORCOM has been legally formed until such time as NORCOM begins delivering Emergency Communications Services. User Fee formulas applicable during the Transition Period are defined at **Appendix A-1**.

Once NORCOM begins delivering Emergency Communications Services to Principals and Subscribers (the "**Full Operations Period**") the User Fee formulas shall be as set forth in **Appendix A-2**. *(Note that this means that NORCOM will not start operations for one service in advance of the other: that is, both police and fire agencies will be served by NORCOM beginning on the same date).*

Capitalized terms used in Appendices A-1 and A-2 not otherwise defined have the meaning set forth in the body of the Agreement.

Appendix A-1

User Fees During Transition Period

User Fees for each Principal and Subscriber are charged on the same basis during the Transition Period.

The User Fee formula during each year in the Transition Period (or portion of a year, in the event the Transition Period starts or ends in the middle of a calendar/budget year) shall be as set forth below. See Example 1.

For fire agencies (whether a Principal or a Subscriber):

U = (C(i) ÷ C(f)) x (50% x B) + D

For police agencies (whether a Principal or a Subscriber):

U = (C(i) ÷ C(p)) x (50% x B) + D

Where:

U is the User Fee payable by an individual Principal or Subscriber during the Fee Period.

C(i) is the number of Calls for Service as reported by the dispatching agency for that individual Principal or Subscriber's Charged Operation for the most recent year for which such data is reported.

C(f) is the number of Calls for Service as reported by the dispatching agencies for all Charged Fire/EMS Operations for the most recent year for which such data is reported.

C(p) is the number of Calls for Service as reported by the dispatching agencies for all Charged Police Operations for the most recent year for which such data is reported.

B is the Net Adopted Budget for the Fee Period. In cases where the Fee Period is less than the Adopted Budget Term, unless otherwise specified by the Governing Board in its budget legislation, budgeted costs and revenues for the entire term of the Adopted Budget Term shall be pro-rated equally per day in order to determine the size of the Net Adopted Budget for the Fee Period.

"D" is the amount, if any, owed by each individual Participant in the Fee Period for payment of its allocated share of all approved Borrowing Program Obligation Repayments and Acquired Assets Charges.

1 Upon issuance by a Principal(s) or other entities of any obligations
 2 pursuant to an approved Borrowing Program per Section 13 of the Agreement, or
 3 approving the acquisition of assets per Section 14 of the Agreement, the
 4 Governing Board shall publish the **estimated charges** to be paid either (a) over
 5 time, or (b) up front, by each Participant as a component of User Fees.
 6 Estimated charges will be allocated to each Participant **Charged Operation**
 7 based on the relative **Calls for Service** of that Operation in the current **Fee**
 8 **Period** as compared to the total **Calls for Service** for all similarly **Charged**
 9 **Operations**. The Governing Board may determine to allocate a greater
 10 percentage of total costs to either police or fire/EMS **Charged Operations** group
 11 based on the benefit received to those agencies from the investment/asset. The
 12 Governing Board will also publish any terms related to paying estimated charges
 13 up front or over time (e.g., discounts or interest rates applicable).

14
 15 The actual amount of “D” in any **Fee Period** will be determined by adding
 16 the total **Borrowing Obligation Repayment Program** amounts due in the **Fee**
 17 **Period** together with any amounts due in the **Fee Period** for repayment of
 18 **Acquired Assets Charges**, and allocating these costs between **Charged**
 19 **Operations** (police and fire/EMS) as approved by the Governing Board. Each
 20 Participant’s share of “D” shall be based upon the relative **Calls for Service** for
 21 the **Fee Period** of a Participant’s **Charged Operation** as compared to the total
 22 **Calls for Service** of other similar **Charged Operations**.

23
 24 A Participant may elect to pay down all or a portion of its total estimated
 25 “D” obligation rather than pay over time. A Participant electing to pay down its
 26 estimated “D” obligation, however, may owe additional amounts in the future (or
 27 be entitled to credit against User Fees otherwise payable) associated with a
 28 **Borrowing Obligation Repayment Program** or **Acquired Asset Charges**
 29 depending on changes over time in: (1) the number of NORCOM Participants
 30 participating in repayment of the Borrowing Program or Acquired Asset Charges;
 31 (2) offsetting contributions toward “D” paid by Subscribers; and (3) changes in
 32 the relative number of **Calls for Service** of Participants. The Governing Board
 33 shall determine when to impose or credit such under or overpayments to
 34 Participants who have paid down their obligation.

35
 36 **Net Adopted Budget** means the budget approved by the Governing Board after
 37 action by individual Principals and Subscribers, and applicable in the time period
 38 for which the **User Fee** is calculated, less (1) **Outside Revenues**, (2) the
 39 **Borrowing Program Obligation Repayment**, and (3) **Acquired Assets**
 40 **Charges** repayable in the **Adopted Budget Term**.

41
 42 **Adopted Budget Term** means the period of time for which the **Net Adopted**
 43 **Budget** is applicable, typically one or two calendar years depending on whether
 44 NORCOM has an annual or biennial budget.
 45

1 **Fee Period** means the period of time for which a **User Fee** is calculated, typically
2 for a complete **Adopted Budget Term**. However, different **User Fee** formulas
3 apply during the Transition Period, and Full Operations Period. Therefore, the
4 **Fee Period** will be the time in which a specific **User Fee** formula is applicable
5 within an **Adopted Budget Term**. *For example*, if NORCOM has an annual
6 calendar year budget, and goes from the Transitional Period to the Full
7 Operations Period on May 1 of that year, the Fee Period for the Transitional
8 Period is 4 months, and the Fee Period for the Full Operations Period is 8
9 months (the balance of the budget period).

10
11 **Call for Service** means any request for service or unit initiated activity resulting
12 in creation of a Computer Aided Dispatch (CAD) incident report and interaction
13 with dispatch agency personnel. *Provided*, that if a Participant annexes territory
14 (or otherwise assumes fire/EMS or police service responsibilities for a larger
15 geographic area) resulting in at least a 10% increase in its service population for
16 a **Charged Operation**, then for each complete calendar quarter from and after
17 the effective date of the annexation **C(i)** (and, correspondingly as appropriate
18 **C(f)** and **C(p)**) shall be increased to include the **Calls for Service** in the annexed
19 area as reported by the former service provider to the area during the most
20 recent year for which such data is available.

21
22 **Charged Operation** refers to an individual Principal's or Subscriber's fire or
23 police agency/operation being charged under a **User Fee** formula. **Charged**
24 **Fire/EMS Operations** or **Charged Police Operations** refers to the combined
25 total of *all fire/EMS or police agencies, respectively*, that have elected to receive
26 service from NORCOM.

27
28 **Borrowing Program Obligation Repayment** is the amount, if any, of principal
29 and interest due and owing by NORCOM for the timely repayment during the
30 period of borrowing obligations entered into by any and all Principals or other
31 entities for or on behalf of NORCOM pursuant to Section 13 of the Agreement. A
32 Participant may elect to pay down some or all of its current and future year
33 **Borrowing Program Obligation Repayment** charges rather than pay over time.

34
35 **Acquired Assets Charges** means the amount, if any, owing by NORCOM for
36 the repayment of NORCOM's acquisition of any assets per Section 14 of the
37 Agreement. A Participant may elect to pay down some or all of its current and
38 future year **Acquired Assets Charges** rather than pay over time.

39
40 **Outside Revenues** means revenues received by NORCOM from sources other
41 than **User Fees** that may be available from time to time to offset the operating
42 and capital costs of NORCOM in an **Adopted Budget Term**. **Outside**
43 **Revenues** include by way of example and without limitation monies allocated to
44 NORCOM from a countywide "medic one" levy and grants.

45

- 1 The Governing Board will determine at the end of each budget term how to apply
- 2 any under- or over-expenditure of budgeted revenues received.

Appendix A-2

User Fee Formula: From and After Point of Initiating Service Delivery to All Principals and Subscribers (Full Operations Period)

User Fees for each Principal and Subscriber are based on different formulas during the Full Operations Period; additionally, there is a distinction between User Fees paid by those initial Principals and Subscribers (see definition of "S" below) and other Principals and Subscribers.

Subscribers User Fees are calculated at 106% of the User Fee that an agency (Police or Fire/EMS) would pay if it were a Principal.

The User Fee formula during each year of the Full Operations Period (or portion of a year, in the event the Full Operations Period starts during a calendar year) shall be as set forth below (See Example 4):

For Fire/EMS agencies that are Principals:

U = [(C(i) ÷ C(f)) x (50% x B)] + S + E + D

For Fire/EMS agencies that are Subscribers:

U = {[(C(i) ÷ C(f)) x (50% x B)] x 106%} + S + E + D

For Police agencies that are Principals:

U = [(C(i) ÷ C(p)) x (50% x B)] + S + E + D

For Police agencies that are Subscribers:

U = {[(C(i) ÷ C(p)) x (50% x B)] x 106%} + S + E + D

Where:

U is the User Fee payable by an individual Principal's or Subscriber's (as applicable) Police or Fire/EMS agency for Emergency Communications Services provided during the Fee Period.

C(i) is the annual average number of Calls for Service of the individual Principal's or Subscriber's Charged Operation (Fire/EMS or Police), determined based on the number of Calls for Service by the Principal's Charged Operation (Fire/EMS or Police) over the two-year historical Call Calculation Period. See Example 3.

1 **C(f)** is the annual average of the total number of **Calls for Service** of all
 2 **Charged Fire/EMS Operations** for all Principals and Subscribers over the two-
 3 year **Call Calculation Period**.

4
 5 **C(p)** is the annual average of the total number of **Calls for Service** of all
 6 **Charged Police Operations** for all Principals and Subscribers over the two-year
 7 **Call Calculation Period**.

8
 9 **B** is the **Net Adopted Budget for the Fee Period**. In cases where the **Fee**
 10 **Period** is less than the **Adopted Budget Term**, unless otherwise specified by
 11 the Governing Board in its adopted budget legislation, budgeted costs and
 12 revenues for the entire term of the **Net Adopted Budget** shall be pro-rated
 13 equally per day in order to determine the size of the **Adopted Budget for the**
 14 **Fee Period**.

15
 16 **S** is the "**Smoothing Rebate**" as calculated in **Exhibit 2** and is a **fixed sum**
 17 allocated between **Initial Participants** based on their relative Calls for Service
 18 over the first seven years of the Full Operations Period (the "**Smoothing Term**").
 19 **Initial Participants** include: (1) all Principals who are initial signatories of the
 20 Agreement; and (2) any Subscriber entering into a service contract with
 21 NORCOM within 4 (four) months of the effective date of the Agreement. A
 22 Principal or Subscriber who is **not** an Initial Principal or Subscriber shall have a
 23 **Smoothing Rebate** of \$0. An Initial Principal or Subscriber whose status is
 24 converted (i.e., a Principal that becomes a Subscriber or vice versa) during the
 25 **Smoothing Term** shall retain its right/obligation to receive/pay the remaining
 26 **Smoothing Rebate** amounts as originally scheduled. An **Initial Principal** or a
 27 Subscriber which receives a *reduction* in its User Fees from the Smoothing
 28 Rebate calculation (i.e., any **Initial Participant** other than the City of Bellevue)
 29 and which withdraws from the Agreement (or has its receipt of NORCOM
 30 services terminated by action of the Governing Board) during the **Smoothing**
 31 **Term** is responsible for the repayment to NORCOM of the sum of all **Smoothing**
 32 **Rebate** amounts credited to that Participant under the User Fee formula through
 33 the date of termination or withdrawal, such repayment to be made in full within
 34 sixty days of the date of termination or withdrawal. See **Examples 2 and 4**.

35
 36 **E** is the charge applicable to a Principal or Subscriber which has requested (and
 37 for which the Governing Board has agreed to provide) dedicated staffing and / or
 38 equipment exceeding the standard operating policy allocation. "**E**" shall be
 39 calculated to include the costs (including all direct costs and an appropriate
 40 percentage of reasonably attributable indirect costs incurred by NORCOM) of
 41 such extra staffing and/or equipment, together with a surcharge of 20% on such
 42 costs. "**E**" shall be calculated to ensure that all other Participants are held
 43 harmless from any impact on their **User Fees** as a result of such additional
 44 staffing and/or equipment. The Governing Board shall determine the application
 45 of revenues from the 20% surcharge.

46

1 “D” is the amount, if any, owed by each individual Participant in the **Fee Period**
 2 for payment of its allocated share of all approved **Borrowing Program**
 3 **Obligation Repayments** and **Acquired Assets Charges**.

4
 5 Upon issuance by a Principal(s) or other entities of any obligations
 6 pursuant to an approved Borrowing Program per Section 13 of the Agreement, or
 7 approving the acquisition of assets per Section 14 of the Agreement, the
 8 Governing Board shall publish the *estimated charges* to be paid either (a) over
 9 time, or (b) up front, by each Participant as a component of User Fees.
 10 Estimated charges will be allocated to each Participant **Charged Operation**
 11 based on the relative **Calls for Service** of that Operation in the current **Fee**
 12 **Period** as compared to the total **Calls for Service** for all similarly **Charged**
 13 **Operations**. The Governing Board may determine to allocate a greater
 14 percentage of total costs to either police or fire/EMS **Charged Operations** group
 15 based on the benefit received to those agencies from the investment/asset. The
 16 Governing Board will also publish any terms related to paying estimated charges
 17 up front or over time (e.g., discounts or interest rates applicable).

18
 19 The actual amount of “D” in any **Fee Period** will be determined by adding
 20 the total **Borrowing Obligation Repayment Program** amounts due in the **Fee**
 21 **Period** together with any amounts due in the **Fee Period** for repayment of
 22 **Acquired Assets Charges**, and allocating these costs between **Charged**
 23 **Operations** (police and fire/EMS) as approved by the Governing Board. Each
 24 Participant’s share of “D” shall be based upon the relative **Calls for Service** for
 25 the **Fee Period** of a Participant’s **Charged Operation** as compared to the total
 26 **Calls for Service** of other similar **Charged Operations**.

27
 28 A Participant may elect to pay down all or a portion of its total estimated
 29 “D” obligation rather than pay over time. A Participant electing to pay down its
 30 estimated “D” obligation, however, may owe additional amounts in the future (or
 31 be entitled to credit against User Fees otherwise payable) associated with a
 32 **Borrowing Obligation Repayment Program** or **Acquired Asset Charges**
 33 depending on changes over time in: (1) the number of NORCOM Participants
 34 participating in repayment of the Borrowing Program or Acquired Asset Charges;
 35 (2) offsetting contributions toward “D” paid by Subscribers; and (3) changes in
 36 the relative number of **Calls for Service** of Participants. The Governing Board
 37 shall determine when to impose or credit such under or overpayments to
 38 Participants who have paid down their obligation.

39
 40 **Net Adopted Budget** means the budget approved by the Governing Board after
 41 action by all individual Principals and Subscribers, and applicable in the time
 42 period for which the **User Fee** is calculated, less (1) **Outside Revenues**, (2) the
 43 **Borrowing Repayment Obligation**, and (3) **Acquired Assets Charges**
 44 repayable in the **Adopted Budget Term**.

1 **Adopted Budget Term** means the period of time for which the **Net Adopted**
 2 **Budget** is applicable, typically one or two calendar years depending on whether
 3 NORCOM has an annual or biennial budget.

4
 5 **Fee Period** means the period of time for which a **User Fee** is calculated, typically
 6 for a complete **Adopted Budget Term** of one or two years. However, different
 7 **User Fee** formulas apply during the Transition Period and Full Operations
 8 Period. Therefore, the **Fee Period** will be the time in which a specific **User Fee**
 9 formula is applicable within an Adopted Budget Term. *For example*, if NORCOM
 10 has an annual calendar year budget and goes from the Transitional Period to the
 11 Full Operations Period on May 1 of that year, the **Fee Period** for the Transitional
 12 Period is 4 months, and the **Fee Period** for the Full Operations Period is 8
 13 months (the balance of the budget period).

14
 15 **Charged Operation** refers to an individual Principal's or Subscriber's fire/EMS
 16 agency/operation, being charged under a **User Fee** formula. **Charged Fire/EMS**
 17 **Operations** or **Charged Police Operations** refers to the combined total of *all*
 18 *fire/EMS or all police agencies, respectively*, that have elected to receive service
 19 from NORCOM.

20
 21 The **Call Calculation Period** is defined as the first calendar quarter of the
 22 preceding budget year, and the 7 calendar quarters preceding that. (For
 23 example, in 2007, the calls for service would be based on calls from the first
 24 quarter of 2006, plus the preceding 7 calendar quarters—all of 2005, and the last
 25 three quarters of 2004).

26
 27 **Calls for Service** shall be defined as per **Exhibit 1**, *provided* that until NORCOM
 28 has been in operation for more than three years, the calculation of the number of
 29 **Calls for Service** shall be determined in whole or in part (to the extent necessary
 30 to determine the two-year average number of calls for service) based on the
 31 number of **Calls for Service** by each **Charged Operation** as reported by the
 32 records of the dispatch agency previously serving each **Charged Operation**
 33 consistent with the definition of **Calls for Service** in Appendix A-1. *Provided*
 34 *further*, that if a Participant annexes territory (or otherwise assumes fire/EMS or
 35 police service responsibilities for a larger geographic area) resulting in at least a
 36 10% increase in its service population for a **Charged Operation**, then for each
 37 complete calendar quarter from and after the effective date of the annexation **C(i)**
 38 (and, correspondingly as appropriate **C(f)** and **C(p)**) shall be increased to include
 39 the **Calls for Service** in the annexed area as reported by the former service
 40 provider to the area during the **Call Calculation Period**. **Calls for Service**
 41 experienced by the Participant in the annexed area shall be incorporated in the
 42 **User Fee** calculation as that information becomes available; that is, **C(i)** (and
 43 **C(f)** and **C(p)** as appropriate) for the annexed area will at first be based entirely
 44 on the former service provider's experience, but as the Participant provides
 45 service within the **Call Calculation Period**, the Participant's **Calls for Service** in

1 the annexed area will be used (in part and eventually in whole) for calculating
2 **C(i)** (and correspondingly as appropriate **C(f)** and **C(p)**).
3

4 **Borrowing Program Obligation Repayment** is the amount, if any, of principal
5 and interest due and owing by NORCOM for the repayment of borrowing
6 obligations entered into by any and all Principals for or on behalf of NORCOM
7 pursuant to Section 13 of the Agreement. A Participant may elect to pay down
8 some or all of its allocation of current and future year **Borrowing Program**
9 **Obligation Repayments** charges rather than pay over time
10

11 **Acquired Assets Charges** means the amount, if any, owing by NORCOM for
12 the repayment of NORCOM's acquisition of any assets per Section 14 of the
13 Agreement. A Participant may elect to pay down some or all of its current and
14 future year **Acquired Assets Charges** rather than pay over time.
15

16 **Outside Revenues** means revenues received by NORCOM from sources other
17 than User Fees that may be available from time to time to offset the operating
18 and capital costs of NORCOM. **Outside Revenues** include by way of example
19 and without limitation monies allocated to NORCOM from a countywide "medic
20 one" levy and grants.
21

22 The Governing Board will determine at the end of each budget term how to apply
23 any under- or over-expenditure of budgeted revenues received.
24
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Exhibit 1

Definition of "Calls for Service"

The purpose of this Exhibit 1 is to define Calls for Service for purposes of billing/funding calculations and to provide statistical data to user agencies. Per Appendix A-2, NORCOM will bill each Principal and Subscriber based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit 1.

NORCOM defines a Call for Service for workload analysis and user fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident and interaction with NORCOM personnel, with the exception of the following:

- a. Any mutual aid incident where another NORCOM Participant within the same classification (police/fire/medic) is dispatched as the primary responding agency. For example, a police department that responds into another police department's jurisdiction to provide assistance does not constitute a Call for Service. However, an incident involving police, fire and medic units would result in a Call for Service for all three classifications. In addition, any mutual aid request dispatched to a location outside the NORCOM service area constitutes a Call for Service unless the agency has a contractual agreement with the communications center making the request.
- b. Any incident that is a duplicate of another Call for Service.
- c. Any incident that is cancelled by NORCOM personnel due to an error or similar internal reasons. This does not include incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Routine traffic stops initiated by officers using a mobile data device will not result in any portion of a Call for Service, unless the circumstances change requiring dispatcher involvement (ie. warrant arrest, criminal activity, pursuit, etc.), which would then be categorized as officer initiated police activity and counted as a full Call for Service.
- e. Any informational broadcast such as an Attempt To Locate (ATL) or Be On The Look Out (BOLO).
- f. Any informational incident created solely for the purpose of assisting the dispatcher in tracking unit activity.

1 If there are significant anomalies in the manner calls have been measured by
2 different dispatch agencies, those anomalies shall be adjusted in a manner
3 determined reasonable by the Governing Board in order to develop a fair means
4 for determining the number of calls across all agencies
5
6

**User Fee Examples
Transition Budget Cost Allocation
Example 1**

Assumptions:

- a. The **Fee Period** is calendar Year X
- b. No Debt (D = 0)
- c. Principals and Subscribers and Calls for Service per Table 1 below
- d. Adopted Transition Budget for calendar Year X of \$1,210,000
- e. Outside revenues from Capital Federal Grant for purchasing equipment included in budget in amount of \$1.0

Calculation:

B = \$210,000 Net Adopted Budget to be allocated once Grant is subtracted

For Fire agencies whether Principals or subscriber

U = (C(i) ÷ C(f)) x (50% x B) + D

Jurisdiction D: $U = (7,800 \div 33,500) \times (50\% \times \$210,000)$
 $U = .23 \times 105,000$
 $U = \$24,448$

For Police agencies whether Principals or subscriber

U = (C(i) ÷ C(p)) x (50% x B) + D

Jurisdiction A: $U = (16,000 \div 32,000) \times (50\% \times \$210,000)$
 $U = .50 \times 105,000$
 $U = \$52,500$

Principals	C(i)	$\frac{C(i) \div C(f)}{C(i) \div C(p)}$	U	
	<i>Calls for Service</i>	<i>Percentage of Calls for Service</i>	<i>Annual User Fee</i>	<i>Quarterly User Fee</i>
<i>Fire:</i>				
Jurisdiction D	7,800	23.3%	24,448	6,112
Jurisdiction E	6,300	18.8%	19,746	4,937
Jurisdiction F	4,800	14.3%	15,045	3,761
Jurisdiction G	12,400	37.0%	38,866	9,716
Jurisdiction H*	2,200	6.6%	6,896	1,724
C(f)	33,500	100.0%	105,000	26,250
<i>Police:</i>				
Jurisdiction A	16,000	50.0%	\$52,500	\$13,125
Jurisdiction B	4,000	12.5%	13,125	3,281
Jurisdiction C	12,000	37.5%	39,375	9,844
C(p)	32,000	100.0%	105,000	26,250
Total Fire and Police	65,500	100.0%	\$210,000	\$26,250

* Subscriber

**User Fee Examples
Smoothing Rebate Calculation
Example 2**

1

Assumptions:

- a. All Jurisdictions are **Initial Participants**
- b. Full Operations Period - Year 1
- c. **Fee Period** starting March 1, 10 Months ending December 31 (10 months)
- d. Jurisdiction A & D = Bellevue
- e. Smoothing Rebate is a reduction to the User Fees for each agency other than Bellevue - Calculation below.

$S(Ya) = ((1,150,000 \div 12) \times 10) = \$958,333$	
Fire = 70%	670,833
Police = 30%	287,500
Total Smoothing	\$958,333

For Initial Participants who are Fire/EMS agencies: example Jurisdiction E

$S(i) = (70\% \times S(Ya)) \times (C(i) \div C(sf))$
 $S(i) = ((.70 \times 958,333) \times (6,375 \div 26,025))$
 $S(i) = (670,833) \times .245$
 $S(i) = (\$164,325)$

For Initial Participants who are Police agencies: example Jurisdiction B

$S(i) = (30\% \times S(Ya)) \times (C(i) \div C(sp))$
 $S(i) = ((.30 \times 958,333) \times (4,015 \div 16,165))$
 $S(i) = (28,500) \times .248$
 $S(i) = (\$71,408)$

For Initial Participants who are Fire/EMS agencies: example Bellevue Fire

$S(i) = .70 \times 958,333$
 $S(i) = \$670,833$

For Initial Participants who are Police agencies: example Bellevue Police

$S(i) = .30 \times 958,333$
 $S(i) = \$287,500$

Principals	C(i)		C(sf) & C(sp)		C(i) ÷ C(f) C(i) ÷ C(p)		S(i)	Quarterly**
	Calls for Service		Smoothing Calls for Service (Less Jurisdiction A & D)		Smoothing Percentage of Calls for Service (Less Jurisdiction A & D)	Fee Period Smoothing Charge/(Rebate)		
Fire:								
Jurisdiction D	7,835					670,833		223,611
Jurisdiction E	6,375		6,375		24.5%	(164,325)		(54,775)
Jurisdiction F	4,850		4,850		18.6%	(125,016)		(41,672)
Jurisdiction G	12,500		12,500		48.0%	(322,206)		(107,402)
Jurisdiction H*	2,300		2,300		8.8%	(59,286)		(19,762)
Total Fire Calls	C(f) 33,860		C(sf) 26,025		100.0%	-		0
Police:								
Jurisdiction A	16,250		-		-	287,500		\$95,833
Jurisdiction B	4,015		4,015		24.8%	(71,408)		(\$23,803)
Jurisdiction C	12,150		12,150		75.2%	(216,092)		(\$72,031)
Total Police Calls	C(p) 32,415		C(sp) 16,165		100.0%	0		0

* Subscriber

** In this example, User Fees will be payable only 3 times in the 10 month Fee Period (4/15, 7/15, and 10/15), so the total User Fee above would be divided into thirds

User Fee Examples
Calculation of Annual Average Calls for Service in the Call Calculation Period For Year 4
Example 3

C(f) = 33,753
 C(p) = 33,643

Principals	Year 1				Year 2				Year 3		Total Calls over 8 Calendar Qtrs	
	Qtr 1 (not used as part of Call Calculation Period)	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2 thru Qtr 4 Not Part of Calculation		
Fire:												
Jurisdiction D		1,950	2,000	1,900	1,950	1,925	1,975	1,965	1,850		15,515	
Jurisdiction E		1,575	1,525	1,625	1,575	1,550	1,500	1,575	1,600		12,525	
Jurisdiction F		1,200	1,100	1,300	1,200	1,225	1,250	1,275	1,300		9,850	
Jurisdiction G		3,100	3,000	3,300	3,000	3,110	3,200	3,175	3,210		25,095	
Jurisdiction H		550	575	525	550	525	580	600	615		4,520	
Total Fire		8,375	8,200	8,650	8,275	8,335	8,505	8,590	8,575		67,505	
Police:												
Jurisdiction A		4,000	4,100	3,900	4,000	4,250	4,175	4,200	4,350		32,975	
Jurisdiction B		1,000	900	1,100	1,000	1,250	1,110	1,200	1,150		8,710	
Jurisdiction C		3,000	3,500	2,500	3,000	3,300	3,525	3,275	3,500		25,600	
Total Police		8,000	8,500	7,500	8,000	8,800	8,810	8,675	9,000		67,285	
Total Fire & Police		16,375	16,700	16,150	16,275	17,135	17,315	17,265	17,575		134,790	

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User Fee Examples Calculation of User Fees in Full Operation Period Example 4

Assumptions:

- a. Fee Period = Year 4
- b. Annual Average Calls for service same as Example 3
- c. Smoothing Rebate carried forward two years from Example 2 (two months of S(y₃) plus 10 months of S(y₄))
- d. No Debt (D = 0)
- e. No Extras (E = 0)
- f. B = \$5,400,000
- g. Jurisdictions A&D = Bellevue Police and Fire
- h. All jurisdictions are initial participants

Part 1: Smoothing Rebate Calculation:

Smoothing Rebate/Charge

$$S(Ya) = ((907,000 + 12) \times 2) + ((757,000 + 12) \times 10) = \$958,333$$

$$S(Ya) = 755,833 + 126,167 = \$882,000$$

For Initial Participants who are Fire/EMS agencies: example Jurisdiction E

$$S(i) = (70\% \times S(Ya)) \times (C(i) \div C(sf))$$

$$S(i) = (.70 \times 882,000) \times (6,263 + 25,995)$$

$$S(i) = (617,400) \times .241$$

$$S(i) = (\$148,739)$$

For Initial Participants who are Police agencies: example Jurisdiction B

$$S(i) = (30\% \times S(Ya)) \times (C(i) \div C(sp))$$

$$S(i) = (.30 \times 882,000) \times (4,355 + 17,155)$$

$$S(i) = (264,600) \times .254$$

$$S(i) = (\$67,172)$$

For Initial Participants who are Fire/EMS agencies: example Bellevue Fire

$$S(i) = .70 \times 882,000$$

$$S(i) = \$617,400$$

For Initial Participants who are Police agencies: example Bellevue Police

$$S(i) = .30 \times 882,000$$

$$S(i) = \$264,600$$

SMOOTHING CALCULATION:

Principals	C(i)	C(sf) & C(sp)	C(i) + C(sf) C(i) + C(sp)	S(i)	Quarterly
	Calls for Service	Smoothing Calls for Service (Less Jurisdiction A & D)	Smoothing Percentage of Calls for Service (Less Jurisdiction A & D)	Fee Period Smoothing Charge / (Rebate)	
Fire: 70%					
Jurisdiction D	15,515	-	-	617,400	154,350
Jurisdiction E	12,525	12,525	24.1%	(148,739)	(37,185)
Jurisdiction F	9,850	9,850	18.9%	(116,972)	(29,243)
Jurisdiction G	25,095	25,095	48.3%	(298,012)	(74,503)
Jurisdiction H*	4,520	4,520	8.7%	(53,677)	(13,419)
	C(f) = 67505	C(sf) = 51990	100.0%	-	0
Police: 30%					
Jurisdiction A	32,975	-	-	264,600	\$66,150
Jurisdiction B	8,710	8,710	25.4%	(67,172)	(16,793)
Jurisdiction C	25,600	25,600	74.6%	(197,428)	(49,357)
	C(p) = 67285	C(sp) = 34310	100.0%	0	0

* Subscriber

Example 4
Part 2: USER FEE CALCULATION

For Fire/EMS agencies that are **Principals**: example Jurisdiction E

$$U = ((C(i) \div C(f)) \times (50\% \times B) + S)$$

$$U = (6,263 \div 33,753) \times (50\% \times 5,400,000) + (148,739)$$

$$U = (.186 \times 2,700,000) + (148,739)$$

$$U = 502,200 + (148,739)$$

$$U = 353,461$$

For Fire/EMS agencies that are **Subscribers**: example Jurisdiction H

$$U = (((C(i) + C(f)) \times (50\% \times B) \times 106\%) + S)$$

$$U = ((2,260 + 33,753) \times (50\% \times 5,400,000) \times 106\%) + (53,677)$$

$$U = (.067 \times 2,700,000) \times 106\% + (53,677)$$

$$U = 180,900 \times 106\% + (53,677)$$

$$U = 191,754 + (53,677)$$

$$U = 138,077$$

For Police agencies that are **Principals**: Jurisdiction B

$$U = (C(i) \div C(p)) \times (50\% \times B) + S$$

$$U = (4,355 \div 33,643) \times (50\% \times 5,400,000) + (67,172)$$

$$U = (.129 \times 2,700,000) + (67,172)$$

$$U = 348,300 + (67,172)$$

$$U = 281,128$$

Principals	C(i) Calls for Service	C(i) + C (f) Percentage of Calls for Service	Base Fee		S(i)	(U)	Total User Fee	Quarterly User Fee
			(C(i) + C(f)) x (50% x B)	+ 6%				
Fire:								
Jurisdiction D	7,758	23.0%	620,554		617,400	1,237,954	309,489	
Jurisdiction E	6,263	18.6%	500,963		(148,739)	352,224	88,056	
Jurisdiction F	4,925	14.6%	393,971		(116,972)	276,999	69,250	
Jurisdiction G	12,548	37.2%	1,003,726		(298,012)	705,713	176,428	
Jurisdiction H*	2,260	6.7%	180,787	10,847	(53,677)	137,957	34,489	
<i>Total Fire</i>	33,753	100%	2,700,000	10,847	0	2,710,847	677,712	
Police:								
Jurisdiction A	16,488	49.0%	1,323,215		264,600	1,587,815	396,954	
Jurisdiction B	4,355	12.9%	349,513		(67,172)	282,341	70,585	
Jurisdiction C	12,800	38.0%	1,027,272		(197,428)	829,844	207,461	
<i>Total Police</i>	33,643	100%	2,700,000	0	0	2,700,000	675,000	

* Subscriber

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Exhibit 2

Smoothing Rebate Calculation

Bellevue will provide a **Smoothing Rebate** equal to a total fixed amount of **\$5,500,000** over the first seven full years of operations of NORCOM. This rebate will be a *reduction* to the **User Fees** of **Initial Participants** other than Bellevue. Correspondingly, Bellevue's total user fees will be *increased* in each of these seven years by the total annual **Smoothing Rebate** amount.

For each of the first seven years of the Full Operations Period, the fixed total **Smoothing** amount is set forth in **Table 1**. The Year 1 **Smoothing Rebate (S (Y1))** is fixed at \$1,150,000. The **Smoothing Rebate** in Years 2 through 7 is reduced by the percentages shown in Table 1 below in order to allocate the \$5.5 million on a roughly equal declining basis over seven years.

In **Table 1**, Y1 through Y7 correspond generally to the initial, and then six succeeding 12-month periods of the Full Operations Period. **Smoothing Rebate** amounts applied in any **Fee Period** shall be adjusted to account for any partial year **Fee Periods** (for example, if the Full Operation Period begins in the middle of an Adopted Budget Term) to ensure that each annual Smoothing Rebate amount is allocated over 12 months (thus, a **Fee Period** may include a portion of the rebate from each of two successive years). See **Example 2**.

TABLE 1: FIXED ANNUAL SMOOTHING REBATE AMOUNTS		
S(Y1) =		\$1,150,000
S (Y2) =	Y1 Smoothing x .943	= \$1,085,000
S (Y3) =	Y2 Smoothing x .835	= \$907,000
S (Y4) =	Y3 Smoothing x .835	= \$757,000
S (Y5) =	Y4 Smoothing x .835	= \$632,000
S (Y6) =	Y5 Smoothing x .835	= \$528,000
S (Y7) =	Y6 Smoothing x .835	= \$441,000
Total Smooth Rebates to be allocated		= \$5,500,000

Allocation of Smooth Rebates to Initial Participants

- A. Initial Participants other than the City of Bellevue:** In each of the first seven years of the Full Operations Period, 70% of the fixed **Smoothing Rebate** amounts in Table 1 will be allocated to Fire/EMS agencies who are **Initial Participants**, and 30% of the fixed **Smoothing Rebate** amounts will be allocated to Police Agencies who are **Initial Participants**.

1 Each **Initial Participant's Smoothing Rebate** on will be based on its
2 **Calls for Service** as a percentage of all **Calls for Service** for all **Initial**
3 **Participants** other than Bellevue with similarly **Charged Operations** (i.e.,
4 all Police or Fire/EMS agencies other than Bellevue Police or Fire/EMS).
5 The **Smoothing Rebate** will be an amount subtracted from the User Fee
6 otherwise payable by the Initial Participant.

7
8 Thus:

9
10 For Initial Participants who are Fire/EMS agencies:

11
12 $S(i) = (70\% \times S(Ya)) \times (C(i) \div C(sp))$

13
14 For Initial Participants who are Police agencies:

15
16 $S(i) = (30\% \times S(Ya)) \times (C(i) \div C(sf))$

17
18 Where:

19
20 **S(i)** is the amount of **Allocable Smoothing Rebate** to be applied as a
21 reduction to the User Fee of the individual agency in the **Fee Period**.

22
23 **S(Ya)** is the fixed total annual amount of **Allocable Smoothing Rebate** to
24 be allocated to Initial Participants other than Bellevue in the **Fee Period**.

25
26 **C(i)** is the **Calls for Service** of the individual Initial Participant agency's
27 **Charged Operation** (Fire/EMS or Police), determined based on the
28 number of **Calls for Service** by the Principal's **Charged Operation**
29 (Fire/EMS or Police) over the two-year historical **Call Calculation Period**.

30
31 **C(sf)** is the **annual average** of the total number of **Calls for Service** of all
32 **Charged Fire/EMS Operations** for all Principals and Subscribers over the
33 two- year **Call Calculation Period less Calls for Service** of the City of
34 Bellevue Fire/EMS

35
36 **C(sp)** is the **annual average** of the total number of **Calls for Service** of
37 all **Charged Police Operations** for all Principals and Subscribers over the
38 two-year **Call Calculation Period less the Calls for Service** of the City of
39 Bellevue Police.

40
41 **Allocable Smoothing Rebate** means that amount of the **Smoothing**
42 **Rebate** identified in **Table 1** to be applied over the **Fee Period**, in order to
43 ensure that each annual rebate amount identified for Years 1 through 7 of
44 the Full Operations Period is applied over a full 12 month period. Thus, if
45 the Full Operations Period begins in the middle of an **Adopted Budget**
46 **Term**, the **Allocable Smoothing Rebate** would include a portion of the

1 amount identified for Y1 in **Table 1** for the partial year **Fee Period**, and the
2 next **Fee Period** would include a calculation of **Allocable Smoothing**
3 **Rebate** from the balance of Y1 and a portion of Y2. See **Example 2**.

4
5 **B. Allocation of Smoothing Rebate (Charge) to Bellevue:** For Bellevue,
6 the amount of the **Allocable Smoothing Rebate** will be applied as an
7 *increase* to Bellevue's User Fees in each of the first seven years of the
8 Full Operations Period, calculated as follows:

9
10 For Bellevue Fire/EMS: $S(i) = 70\% \times S(Ya)$

11
12 For Bellevue Police: $S(i) = 30\% \times S(Ya)$

13
14 Where:

15
16 **S(i)** is the amount of the user fee *increase* to Bellevue Fire/EMS or Police
17 in the **Fee Period** attributable to the **Allocable Smoothing Rebate**,

18
19 **S(Ya)** is the fixed total annual amount of **Allocable Smoothing Rebate** to
20 be allocated to **Initial Participants** other than Bellevue in the **Fee Period**.

21
22 **Allocable Smoothing Rebate** is defined above.

23
24 **Remittance of Smoothing Rebates Upon Termination/Withdrawal.**

25
26 If an Initial Participant other than Bellevue is terminated or withdraws from the
27 Agreement before the end of the Smoothing Period (7 years after beginning of
28 the Full Operations Period), that Participant must remit to NORCOM an amount
29 equal to all Smoothing Rebates received (in the form of User Fee reductions)
30 through the effective date of termination/withdrawal. The remittance must be
31 paid within 60 days of the effective date of termination/withdrawal.

32
33 If Bellevue is terminated or withdraws from the Agreement before the end of the
34 Smoothing Period, it must remit to NORCOM an amount equal to the remaining
35 Smoothing Rebate amounts identified in Table 1 that Bellevue has not
36 contributed in the form of higher user fees through the effective date of
37 termination/withdrawal. The remittance must be paid within 60 days of the
38 effective date of termination/withdrawal.

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Resolution 196

A RESOLUTION OF THE GOVERNING BOARD OF NORCOM, AMENDING THE NORCOM INTERLOCAL AGREEMENT TO CLARIFY THE STATUS OF CERTAIN MERGED PRINCIPALS FOR PURPOSES OF GOVERNING BOARD OPERATIONS, AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the Northeast King County Regional Public Safety Communications Agency (“NORCOM”) is a consolidated public safety communications agency formed by and serving as an instrumentality of its member public agencies (the “Principals”) pursuant to chapters 39.34 and 24.06 of the Revised Code of Washington (“RCW”) and the NORCOM Interlocal Agreement dated October 17, 2007, including all subsequent amendments (the “ILA”); and

WHEREAS, pursuant to Sections 6.i and 20 of the ILA, the Governing Board of NORCOM, by Supermajority Vote (as defined in the ILA), has authority to amend certain provisions of the ILA; and

WHEREAS, Section 6.p. of the ILA provides direction with respect to Governing Board operations in the event that a Principal annexes into another Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal; and

WHEREAS, in such event, the “merged” Principal’s rights and obligations under the ILA (including its seat and voting rights on the Governing Board) are assumed in full by the Principal into which it has merged; and

WHEREAS, Woodinville Fire and Rescue (“Woodinville”), a Principal of NORCOM, has entered into a long-term service agreement with Eastside Fire & Rescue (“Eastside”); and

WHEREAS, pursuant to the services agreement, Woodinville will continue to be governed by its elected Board of Commissioners, will retain title to its capital assets, and will retain its separate legal entity status, and all operations, staffing and services previously provided by Woodinville will be assumed by Eastside; and

WHEREAS, because Woodinville has effectively “merged” into Eastside for all purposes, the Governing Board now desires to clarify that the treatment in the ILA for an annexed or merged Principal shall apply when a Principal is effectively “merged” into another Principal under the terms of a service agreement;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Definitions. To the extent applicable, capitalized terms in this resolution are intended to have the same meanings as the terms that are so defined in Section 3 (“Definitions”) of the ILA. In any conflict of definitions, the ILA controls. When not provided for in the ILA, capitalized terms have the meanings assigned in this resolution, including in the recitals hereto.

Section 2. Amendment to Interlocal Agreement. The form of Amendment to Interlocal Agreement attached as Exhibit A (the “Amendment”) is hereby approved. The Chair of the Governing Board is hereby authorized and directed to execute the Amendment on behalf of the Governing Board.

Section 3. Further Authority; Prior Acts. The Chair of the Governing Board and the Executive Director are authorized and directed to take all as in their judgment may be necessary or desirable to carry out the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 4. Severability. The provisions of this resolution are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this resolution invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a Supermajority Vote of the Governing Board in an open meeting on this 10th day of December, 2021.

Signed in authentication thereof on this 10th day of December, 2021.

NORTH EAST KING COUNTY
REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY

By 
Chair, NORCOM Governing Board

Attest: 

EXHIBIT A
AMENDMENT TO INTERLOCAL AGREEMENT
(attached)

**AMENDMENT TO
NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT**

This AMENDMENT TO NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this "Amendment") dated this 10th day of December, 2021, amends that certain NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT, dated October 17, 2007 (the "Interlocal Agreement").

WITNESSETH

WHEREAS, the Northeast King County Regional Public Safety Communications Agency ("NORCOM") is a consolidated public safety communications agency formed by and serving as an instrumentality of its member public agencies (the "Principals") pursuant to chapters 39.34 and 24.06 of the Revised Code of Washington ("RCW") and the Interlocal Agreement; and

WHEREAS, pursuant to Sections 6.i and 20 of the Interlocal Agreement, the NORCOM Governing Board (the "Governing Board") by Supermajority Vote (as defined in the Interlocal Agreement) has authority to amend certain provisions of the Interlocal Agreement; and

WHEREAS, Section 6.p. of the Interlocal Agreement provides direction with respect to Governing Board operations in the event that a Principal annexes or is merged into another Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal; and

WHEREAS, the Governing Board now desires to clarify that the treatment in the ILA for an annexed or merged Principal shall apply when a Principal is effectively "merged" into another Principal under the terms of a service agreement;

NOW, THEREFORE, in consideration of the foregoing premises the Interlocal Agreement is amended as follows:

AGREEMENTS

Section 1.01. Definitions. All words and phrases not otherwise defined herein shall have the meanings given to them in the Agreement.

Section 1.02. Amendment to Interlocal Agreement. Section 6.p. (Merger of a Principal with another Principal Directly Served by NORCOM) of the Agreement is hereby amended as follows (additions are double underlined and deletions are stricken):

Section 6.p. Merger of a Principal with another Principal Directly Served by NORCOM. In the event a Principal annexes to another Principal, or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, or enters into a service or other operating contract pursuant to which another Principal effectively assumes all operations of the Principal, and as a result of such annexation or contractual action (collectively herein, "merger"), a public safety operation (e.g. fire/EMS operation or police operation) of the "merged" Principal is no longer Directly Served by NORCOM, then the "merged" Principal's rights and obligations under this Agreement (including its seat and voting rights on the Governing Board, for all purposes, including establishing a quorum) with respect to the merged public safety operation shall be assumed in full by the Principal into which it has merged, including without limitation any amounts owed NORCOM for services rendered or with respect to any borrowing program per Section 13. Provided, however, that if a "merged" Principal retains a separate public safety operation that is Directly Served by NORCOM, that Principal shall remain a Principal and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation as agreed to by NORCOM and such Principal.

Section 1.03. Ratification and Confirmation. All other terms and conditions of the Interlocal Agreement are hereby ratified and confirmed.

Section 1.04. Effective Date. The amendment set forth herein shall be effective after approved by an affirmative Supermajority Vote of the Governing Board, as provided in the Interlocal Agreement.

Dated: December 10, 2021.

NORTH EAST KING COUNTY
REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY

By 
Chair, NORCOM Governing Board

The name changes must be updated in the municipal code since those positions are considered city officials.

Fiscal & Policy Implications

The only cost involved at this time would be the publication costs to update the code.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the Ordinance	The municipal code will be amended to reflect the appropriate names of the city officials
<ul style="list-style-type: none">• Not approve the ordinance	The municipal code will not be amended and the names of the city officials would not change.

Staff Recommendation

Approve Ordinance 23-1276 amending the Lake Forest Park Municipal Code to update the names of city officials.

ORDINANCE NO. 23-1276

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE LAKE FOREST PARK MUNICIPAL CODE TO CHANGE THE OFFICIAL NAMES OF THE PLANNING AND BUILDING DIRECTOR AND THE DIRECTOR OF PUBLIC SERVICES

WHEREAS, the Lake Forest Park Municipal Code identifies departments and their directors; and

WHEREAS, to more accurately reflect the nature, scope and breadth of certain departments and the positions within, certain departments and position are to be renamed; and

WHEREAS, the planning and building department and the planning and building director shall be renamed to the community development department and community development director; and

WHEREAS, the department of public services and the director of public services shall be renamed to the public works department and the public works director.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends LFPMP 2.08.130, Planning and building director – Appointment and compensation, as follows:

2.08.130 ~~Planning and building~~Community development director – Appointment and compensation.

A. There is established the position of ~~planning and building~~community development director. The ~~planning and building~~community development director shall be appointed by the mayor, subject to confirmation by a majority of the city council. The ~~planning and building~~community development director shall be subject to removal by the mayor.

B. The ~~planning and building~~community development director shall receive a salary in such amount as the city council may provide for in the city’s annual budget. The

~~planning and building~~community development director shall receive those benefits normally afforded a full-time nonrepresented employee of the city.

C. Any reference in the LFPMC to the ~~planning and building~~ director, ~~planning director~~, or ~~planning department~~ director shall be interpreted as a reference to the ~~community development~~ director.

Section 2. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends LFPMC 2.08.140, Planning and building director - Duties as follows:

2.08.140 ~~Planning and building~~Community development director – Duties.

Under the direction of the mayor and the city administrator, the duties of the position shall be as follows:

A. Administration and enforcement of LFPMC Titles 15, Buildings and Construction, 16, Environmental Protection, 17, Subdivisions, and 18, Zoning;

B. Administration, implementation, and enforcement of the State Environmental Policy Act (SEPA), the Shoreline Management Act (SMA), and management of general city compliance with the Growth Management Act (GMA);

C. Acting as the city’s responsible official under the State Environmental Policy Act;

D. The qualifications and the specific duties of the ~~planning and building~~community development director shall be established by a position description prepared by the mayor and approved by the city council.

Section 3. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends LFPMC 2.08.150, Planning and building director - Qualifications as follows:

2.08.150 ~~Planning and building~~Community development director – Qualifications.

In addition, in determining the selection of an individual to fill the position, the mayor may consider the following additional qualifications:

A. Thoroughness and attention to detail;

B. Ability to analyze code provisions;

C. Knowledge of basic environmental function and values, and demonstrated skills in oral and written communication to individuals and groups in a public setting;

- D. Flexibility to work effectively in collaboration with others in a small staff;
- E. Commitment to serving the public;
- F. Ability to organize and prioritize workload.

Section 4. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends LFPMP 2.08.160, Department of public services – Creation - Jurisdiction as follows:

2.08.160 Public Works Department ~~of public services~~ – Creation – Jurisdiction.

There is hereby created a public works department ~~of public services~~ which shall have responsibility for administration and enforcement of Chapter 12.04 LFPMP, Street Excavations, LFPMP Title 13, Public Services, and such other responsibilities as may be assigned to it by the city administrator or by the mayor.

Section 5. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends LFPMP 2.08.170, Director – Duties and compensation as follows:

2.08.170 Public works Director – Duties and compensation.

A. There is hereby created the office of public works director ~~of public services~~, which office shall be filled by appointment by the mayor, subject to confirmation by a majority of the city council. The public works director ~~of public services~~ shall be subject to removal by the mayor.

B. Under the direction of the mayor and the city administrator, the director shall be responsible for and supervise those city departments assigned to the jurisdiction of the public works department ~~of public services~~ by the mayor, and the director shall provide for the administration and enforcement of those titles and chapters of the Lake Forest Park Municipal Code for which the department is assigned responsibility by the ordinance codified in this section or by the mayor.

C. The public works director ~~of public services~~ shall receive a salary in such amount as the city council may establish by ordinance or provide for in the city’s annual budget. The director shall receive those benefits normally afforded a full-time nonrepresented employee of the city.

D. Any reference in the LFPMP to the director of public services or public works operations director shall be interpreted as a reference to the public works director.

Section 6. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends LFPMP 2.08.180, Director - Qualifications as follows:

2.08.180 Public Works Director – Qualifications.

A. The public works director shall either possess a bachelor’s degree pertinent to public administration or have five years’ experience in municipal or public sector management generally comparable to the management responsibilities assigned to the director.

B. The public works director shall possess knowledge of and experience with municipal budget procedures and public works or planning.

Section 7. 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 8. 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 9. 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 ____ day of September, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

City Administrator Report

City of Lake Forest Park

Date: September 14, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

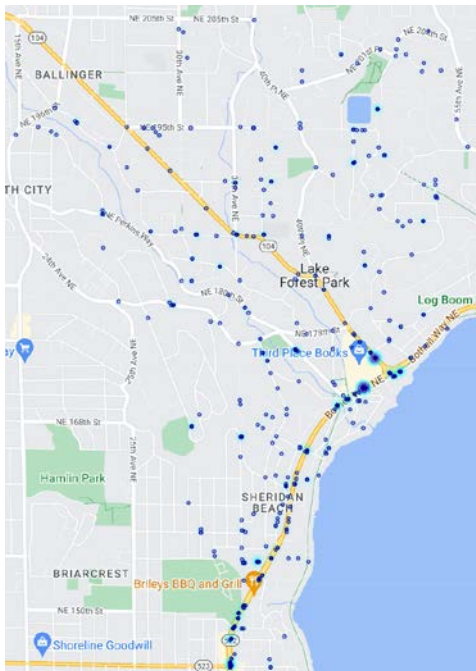
CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for August 2023:

Each blue dot is an incident generated by dispatch or an officer. This map represents **760** incidents in **August**.

Suspicious Circumstances	66
Parking	27
Welfare Check	22
Alarm	19
Theft	19
Traffic Accident	17
Disturbance	16
Warrant LFP	8
Fraud	8
Graffiti	6
Civil	6
Hazard	6
MV Theft	5
Hit and Run	5

Notable Incidents

Officers were dispatched to a shoplift at Rite Aid. The suspect, who shoplifted a case of beer, was located at the bus shelter near NE 170th and Bothell Way NE. When contacted by officers, the suspect abandoned the beer at the bus shelter and ran out onto the highway. He physically resisted arrest; however, officers were able to use a minimum amount of force to take him into custody. One officer sustained minor injuries (sore shoulder, banged up knees and a scuffed elbow) while taking the suspect into custody. A criminal records check showed the suspect has 86 previous arrests, including at least 10 felony and 17 gross misdemeanors. Additional records showed that the suspect was involved in recent assaults on police officers and firefighters and is flagged as an officer safety risk in the state records system. The suspect was booked into SCJ for Theft and Obstructing a Police Officer.



A subject born in 2004 entered Albertsons and attempted to steal nearly \$1,100 worth of pharma and non-consumable products. The suspect then attempted to shove past employees blocking the south entrance (assault), dumped the product inside the store, while stating the store employees and the police couldn't do anything about it before fleeing the store. The employees followed the suspect until he was contacted by officers near city hall. The suspect had outstanding theft and shoplifting warrants out of Yakima. The items taken by the suspect are consistent with organized retail theft. Subject charged and booked into jail. At the time of the incident the suspect was in possession of drug paraphernalia (foil, tooters, used needles) suspected methamphetamine and a large pry tool.



Officers responded to multiple calls regarding a subject having a mental health crisis while making death threats. The subject was ultimately taken into custody for Felony Domestic Violence per mandatory Washington State DV laws. The subject was also held for a mental health evaluation.

Officers took a suspect into custody for shoplifting at Albertsons. The suspect had several felony warrants for his arrest out of Seattle, King County, and Shoreline. Due to low staffing, all agencies declined to take custody of the subject. The subject was cited and released on the theft from Albertsons.

Parent called to report adult son destroying property during a possible mental health crisis. Officers made contact; however, despite multiple and best efforts to deescalate the situation,

the subject reached criteria level for an involuntary mental health evaluation. The subject was detained and transported to the hospital without further incident.



During a routine patrol several instances of graffiti were discovered on the Burke-Gilman Trail. The incident was documented, and Public Works was notified for cleanup.

Officers located subject passed out on the ground outside of Albertsons. The subject admitted to recent methamphetamine use. The subject refused all offered assistance and left the area on foot. Subject later located lying on the side of the road "resting". Advised to stay out of the roadway for safety, subject again declined assistance.

LFP officers assisted Bothell PD with four juveniles armed with a handgun on top of a local restaurant throwing things off the roof. The juveniles were located and detained without further incident.

Officers responded to a report of graffiti and fireworks on the roof of LFP Elementary. Photos were taken and a photo of a possible suspect was provided to officers.



Officers responded to a single vehicle traffic collision. Officers arrived and found the vehicle with both airbags deployed with significant damage. The driver was later arrested on suspicion of Driving Under the Influence.

Officers responded to a Domestic Violence assault with a knife. The reporting party stated their adult son was suicidal and attempted to harm them with a knife. The suspect left the scene prior to arrival; however, his cell phone was "pinged" in the area of the Aurora bridge. SPD officers checked the area but were unable to locate the subject.

Officers were dispatched to a shoplift in progress at the Ross store. Suspects fled in a vehicle and were located a short distance away. Officers observed drug paraphernalia and evidence of a firearm. The located suspect is a convicted felon and prohibited from having a firearm. The vehicle was impounded for a search warrant. The suspect was later released pending the investigation.

At 3 o'clock in the afternoon, law enforcement officers were dispatched to Horizon View Park in response to a report of a suspicious circumstance. The caller stated two subjects appeared to be having intercourse inside the vehicle and a third subject just walked away from the vehicle

carrying what appeared to be a firearm. Officers located the vehicle, contacting two subjects inside who were found in possession of narcotics and paraphernalia. One subject was cited and released, the other was booked on an outstanding warrant for their arrest. The third subject was not located.

A homeowner called 911 after finding an extremely intoxicated subject had broken into his home and was sleeping on the couch downstairs. The homeowner was holding a baseball bat for their protection. Officers arrived and took the subject into custody. He was later charged for burglary.

Two subjects were observed by Albertsons employees breaking into the liquor cabinet and removing over \$1,000 worth of high-end Tequila. When confronted by the employee they stated they were being racially profiled, then fled the store with the tequila, leaving the area in a black sedan. The subjects were not located.

A subject was given a trespass warning after smoking what appeared to mall security to be fentanyl. The subject was also taken into custody for outstanding warrants out of Shoreline.

Officers located a stolen vehicle in an apartment parking lot. The owner was contacted and advised she was on her way to pick up the vehicle. The owner specifically requested the vehicle not be impounded. A short time after leaving the scene, one of the officers observed a vehicle matching the stolen vehicles description headed in the opposite direction on Bothell Way NE. The officer returned to the original scene and discovered the vehicle had been stolen again. The owner was notified and request the vehicle be impounded if it was located again.

Recently, officers have been responding to theft calls at the town center so quickly, that the shoplifters are not quite finished shoplifting. At this point, many are just leaving when they see officers responding.

School Season



Lieutenant Zanella and Officer Wieghat organized a meeting for the Shoreline School District, which was attended by all the bus drivers. During this gathering, they delivered a presentation focused on ensuring bus driving safety and familiarizing the drivers with the rules of the road.

School started September 6 and officers were out visiting our schools this week. Officers also attended the "Night Before BBQ" at Lake Forest Park elementary, enjoying the visit with families.



School Zone Cameras are now active.



Please be aware that school zone cameras will be active on weekdays, specifically during the hours of 7:30 am to 9:30 am and 2:30 p.m. to 4:30 p.m. On Wednesdays, when there is early release, the camera schedule will be adjusted to 7:30 a.m. to 9:30 a.m. and 1:00 p.m. to 2:30 p.m.

We kindly request that you exercise extra caution while driving through school zones and remain vigilant for pedestrians and school buses. Please anticipate possible delays during drop-off and pick-up times. We greatly appreciate your patience and your dedication to ensuring the safety of our children.

Community Service



The Lake Forest Park Police Department is collecting donations to support the Port of Seattle Police Departments Maui Fire Emergency Relief Effort Donation Drive

CLEAN CLOTHING FOR ALL AGES
SHOES | SLIPPERS (FLIP-FLOPS) | SANDALS
FIRST AID KITS
ADVIL | ALEVE | ASPIRIN | TYLENOL
INFANT SUPPLIES | BABY FORMULA | DIAPERS | WIPES
TOILETRIES | SHAMPOO | SOAP | DEODORANT
TOOTHBRUSHES | TOOTHPASTE | FLOSS
BLANKETS
CANVAS TARPS | CAMPING TENTS
TRASH RECEPTACLE BAGS
CLEANING SUPPLIES
FLASHLIGHTS | LANTERNS
BATTERIES | CHARGERS
NON-PERISHABLE | SHELF STABLE FOOD
BABY | KIDS BOOKS & TOYS
SCHOOL SUPPLIES
PET FOOD | SUPPLIES

Donations can be dropped off at the Lake Forest Park Police Department located at 17425 Ballinger Way NE, Lake Forest Park, WA 98155 from 8 am to 5 pm

For after hours drop off or further information contact:
Officer Brandon Carlsrud 206 364 8216 Ext.569 | bcarlsrud@cityofflp.gov

Officer Carlsrud organized a relief effort for Maui residents in collaboration with the Port of Seattle Police. Generous donations came in from local citizens, and these items were transported to the Port of Seattle for distribution to those affected by the Maui fires.

New Police Officer Hires!

The Lake Forest Park Police Department is delighted to introduce two new lateral police officers! Hubermann Alcean and Francisco Montague will be officially sworn in during the upcoming City Council meeting on September 14th.



Hubermann Alcean, originally hailing from Haiti, joins us from the Renton Police Department. He is a devoted family man, happily married and the proud father of five children. Before embarking on his career in law enforcement, Officer Alcean worked as an Emergency Room Technician for several years. In addition to his police duties, Officer Alcean currently serves in the Washington State Army National Guard as a dedicated Military Police Officer. He possesses a deep-rooted passion for public service and is both honored and enthusiastic about becoming a valuable member of the Lake Forest Park Police Department. Outside of his professional life, Officer Alcean enjoys quality time with his family, maintaining a healthy lifestyle through workouts, and indulging in his love for soccer.



Francisco Montague brings a wealth of experience from his tenure with the Kirkland and Brier Police Departments. His journey toward a career in law enforcement began at a young age when he enrolled in a Police Explorer program. A native of Washington state, Officer Montague graduated from high school and went on to earn a bachelor's degree in Society, Ethics, and Human Behavior from the University of Washington. Beyond the confines of his work, Officer Montague finds solace in the gym, has a deep appreciation for country music, relishes outdoor activities, and cherishes moments spent with his cherished circle of close friends and family.

More information at the City Council meeting!



In more exciting news... Recruit Gouin is set to embark on her journey to the police academy. Originally scheduled for an April 2024 start date, this date has experienced a few adjustments and is now officially confirmed for September 20, 2023. We eagerly anticipate Recruit Gouin's successful completion of her basic training, with her official swearing-in as an officer expected shortly after her academy graduation, likely around the end of January 2024.

Campaign Season Reminder – Rules for Political Signs

During this upcoming campaign season, the City reminded the community about the rules for political signs. Political signs may be placed on public rights-of-way or on private property with permission of the owner. However, they must be situated in such a way as to not create a traffic or safety hazard. All political signs must be removed within five days following the election. According to RCW 29A.84.040, "A person who removes or defaces lawfully placed political advertising including yard signs or billboards without authorization is guilty of a misdemeanor punishable to the same extent as a misdemeanor that is punishable under RCW 9A.20.021. The defacement or removal of each item constitutes a separate violation. "The LFP Police Department patrol officers are aware of these regulations and are keeping an eye out for violators.

NEMCo

On August 26, NEMCo volunteers supported the City of Kenmore's 25th Anniversary Celebration by providing several groups of roving volunteers to assist with crowd control, event safety, and minor medical assistance. In addition to helping the Police Department with these operations (including one unauthorized drone and a loose dog), NEMCo also used this event as an opportunity to test the deployment of our new GMRS radio-based field operations communication system. During this event, we successfully deployed this system from the Communications Unit at Station 51, proving that the EOC can monitor field operations for NEMCo volunteers in the downtown Kenmore area and all along Bothell Way in Lake Forest Park.

NEMCo also completed several community education classes at the end of August. These courses were offered to NEMCo volunteers who were interested in our new Unmanned Aircraft Systems (UAS) program. These classes gave volunteers the skills needed to operate as ground crew and visual observers during drone operations and serve as the baseline to work towards full FAA certification as outlined by FAA Part 107. The hope for this program is that NEMCo can support a group of certified volunteers who can use UAS to aid in Rapid Damage Assessments (RDAs), larger area searches for missing/endangered persons, more detailed post event scene size up/engineering assessments, and disaster scene safety/security.

This week NEMCo also started the first of two fall CERT Basic Courses. This course is being held in partnership with the City of Woodinville and hosted at Station 31. It currently has approximately 20 students registered, with about half of the class being from Woodinville and the remaining traveling from the Cities of Seattle, Shoreline, and Bothell. The course will run every Thursday evening for the next seven weeks and culminate with a full-scale exercise at the end of October.

Lastly, but certainly not least, NEMCo recently learned that the IT infrastructure resiliency grant it helped draft for the City of Lake Forest Park has passed the first round of approvals and is being forwarded by the State to FEMA for final funding. This grant will help LFP improve and standardize the off-site backing up of its virtual desktops, increasing LFP's resiliency and strengthening the ability of city employees to continue to provide government services after a disaster event occurs.

Public Works Department

Monthly Permitting Totals

Aug-23

Permit Type	Issued	Fees
New Single Family Home	2	\$6,307.56
New Multi-Family Home	0	\$0.00
Alteration, Remodel, Addition	17	\$14,775.66
Mechanical	32	\$7,090.05
Plumbing	10	\$4,365.90
Right of Way	7	\$3,524.40
Sewer	3	\$1,019.70
Clear & Grading	3	\$1,155.00
<i>Sound Transit ROWs - xx permits - \$xx</i>		
Total	74	\$38,238.27

The carpet replacement project was completed throughout City Hall. Repainting of City Hall continued with most of the areas now completed. The remaining areas will be done in September.

Before

After



Reception Area



Patrol Area

EOC

Public Works continues to review applications for our open Project Manager position. We remain hopeful to fill that position.

II. Internal City Information

Locking Mailbox program

The city launched the Locking Mailbox Program on August 28. The response was very quick, and we ordered 24 mailboxes on September 5. We anticipate that people for the first 24 can pick up their mailboxes during the week of September 11. It is possible that we will have a second order ready by the end of September 15.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

Three contracts were administratively approved during the reporting period: AG-23-046 with King County to renew the ballot box permit; AG-23-047, with WA State Department of Commerce extending term of the grant for Town Center to Burke-Gilman Trail Connector; AG-23-048, Picnic in the Park performers and food trucks.

Lakefront Park Project Improvements Update

During August, the consultant and staff completed project initiation, kickoff meeting, site evaluations and research, early public engagement, movement on planning the predesign meeting, and completed the first meeting with the Parks and Recreation Advisory Board. A survey has been completed and will be going out to the community for input.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

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

September 21, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

September 25, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

September 26, 2023, 7:00 PM @ City Hall and via Zoom

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

September 28, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom